

# **Schedule A to the NATIONAL SERVICE MAINTENANCE AGREEMENT**

Jurisdiction: State of New Jersey

In accordance with Article XX, Paragraph 72, this schedule is entered into on behalf of the signatories to the current National Service and Maintenance Agreement dated August 1, 2021.

**Effective date:** The Schedule A shall be effective beginning March 1, 2022.

## **SPECIAL CONDITIONS**

### **ARTICLE V**

#### **Union Representation and Access to Jobs**

**Stewards:** A shop steward can be appointed from the Employer's work force by the local union. The Employer shall be notified in writing by the local union of the appointment. Stewards shall be qualified workmen performing work of their craft and shall exercise no supervisory function. There shall be no nonworking shop stewards.

A shop Steward shall not be discriminated against because of the faithful performance of his duties.

### **ARTICLE VII**

#### **Scope of Service, Maintenance and Operations Work**

**Paragraph 11-** Modified to include: "Replacement shall be defined as having similar capacity and application (i.e., boilers, chillers, air handling equipment) and shall be limited to existing applications."

The second sentence of Paragraph 11 shall be modified to read: "This work shall include the inspection, service, maintenance, start-up, testing, balancing, adjusting, repair, modification and replacement of mechanical, refrigeration or plumbing equipment including related final piping connections and controls in addition to all other service, maintenance and operations work in order to meet customer obligations.

Replacement of equipment on prevailing wage projects shall be performed in accordance with the provisions of Paragraph 13.

### **ARTICLE VIII**

#### **Building Trades Work**

**Paragraph 13-** Modified to include: "The following work can be performed with the classifications of Employees as defined in Article IX:

- Installation of commercial, industrial, residential air conditioning and refrigeration equipment whose combined tonnage does not exceed fifteen (15) tons for refrigeration and twenty-five tons for air conditioning or "Packaged-Unitary" Rooftop Type, the combined tonnage of which does not exceed 75 tons. Any and all related piping to the above installation will be done under the appropriate local union jurisdiction.
- Small works projects including installation of comfort HVAC, refrigeration and sanitary plumbing for all retail gasoline stations, all free-standing fast food and convenience stores, all commercial work involving a free standing building not exceeding 13,000 square feet including the repair, remodeling

or additions to said buildings and all residential housing not to exceed 20 families. Jobs covered by Federal or State prevailing rate laws are not applicable to this paragraph.

The scope of work may be expanded with the concurrence of the local union in the jurisdiction where the work is being performed.

The Employer agrees to procure and embrace in all of its job contracts and specifications, all of the unloading, handling, erections and installations of piping, fixtures, appurtenance and appliances that are necessary to make a complete refrigeration and/or air conditioning installation, including all handling at job or shop of materials, tools and equipment and delivery of same to job site, and pick up and return to shop of same, or redelivery to another job.

## **ARTICLE X**

### **Hiring and Use of Employees**

All employees covered under this Agreement shall have freedom of movement throughout the State of New Jersey.

**Paragraph 26** – Modified to include: For initial start-up of systems installed by service division members, the negotiated wage and fringe benefit rate of pay for service shall prevail.

For initial start-up of newly installed systems on building trades jobs, Service Journeymen shall receive the building trades wage rate plus the annuity/surety differential between the service rate and that stipulated in the master construction agreement of the union having jurisdiction where the work is being performed. The Service Journeyman also shall receive the other service fringes as established by this Agreement. The Service Journeyman shall be responsible for his working assessments.

**Paragraph 30** – Modified to include: "Each Employer must employ at least one (1) Service Apprentice when a minimum of four (4) Service Journeymen are employed."

**Paragraph 31** – Substance Abuse Policy of the New Jersey Pipe Trades/MCA of New Jersey shall be the recognized policy under this Agreement.

## **ARTICLE XII**

### **Wages, Benefits, and Hours of Work**

**Paragraph 34** – Modified to read, "Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 5:00 a.m. and 11:00 a.m. Forty (40) hours per week, five (5) consecutive days, Monday through Friday, shall constitute a week's work or as mutually agreed to by the Employer and local union."

**Paragraph 36** – Modified to read, "All time worked before and after the established work day of eight (8) hours, Monday through Friday and all time worked on Saturday shall be paid at a rate of time and one half on all wage/fringe benefits. All time worked on Sunday or on a holiday shall be paid at a rate of double time on all wage/fringe benefits." All Employees shall receive eight (8) hours pay for holidays. This holiday pay shall be in addition to any wages received by the Employee for work performed on such holiday.

Bereavement: Each Employee shall be granted bereavement pay of three day's wages for a death in immediate family (spouse, parents, children, brothers, sisters, parents of spouse, grandparents or grandchildren) of the Employee.

**Paragraph 37** – Modified to include the following:

- Trust Language: Each Employer covered by this Agreement in making contributions on behalf of employees to the Refrigeration and Air Conditioning Division (U.A. – N.J.) Pension, Welfare, Annuity, Education and Vacation Funds and the Mechanical Contracting Industry Council ("MCIC"), agrees to be bound by all the terms and conditions of the Agreement and Declaration of Trust of each fund entered into between the Mechanical Contractors Association of New Jersey, Inc. and the New Jersey State Committee representing the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, and the MCIC and the terms of each Agreement and Declaration of Trust are incorporated into this Agreement by reference. Each Employer acknowledges receipt of copy of each Trust Agreement.
- International Training Fund (ITF): Each Employer shall pay to the International Training Fund the sum of \$.10 per hour for each hour worked, \$.15 per hour for each time and one-half hour worked and \$.20 per hour for each double time hour worked by and for all employees covered by this Agreement.
- Industry Fund: Each Employer shall pay to the Mechanical Contracting Industry Council of New Jersey the sum of \$.25 for each hour worked, \$.35 per hour for each time and one-half hour worked, and \$.45 per hour for each double time hour worked for all employees covered by this Agreement.
- Employer shall deduct from the wages of Employees payment of initial fees and dues in the Union from whom the Employee has received a written and executed assignment which shall not be irrevocable for a period of more than one (1) year or the termination of this Agreement, whichever occurs sooner.
- Dues Checkoff: The Employer shall deduct from the Employee's pay the set amount and it shall be paid on a monthly basis to the appropriate local union.
- Paid Sick Days: The Employer shall provide two (2) paid sick days for all Employees who have been in his employ for at least six (6) months. Non-used sick days shall be paid to the Employee if not taken by the end of the contract year. A sick day may be used for any of the purposes set forth in New Jersey's Earned Sick Leave Act. Employer may require the Employee to produce evidence reasonable satisfactory to the Employer of the Employee's inability to work.

"The Parties under this Collective Bargaining Agreement waive the benefits provided under New Jersey's Earned Sick Leave Act, except as specifically provided under this Agreement. The paid sick leaves under this section are in lieu of those provided under New Jersey's Earned Sick Leave Act. Further, by the parties agreeing to this provision, they expressly waive the application of any other Local, Municipal, County, State or Federal Earned or Paid Sick Leave benefit or comparable legislation that currently exists or may be enacted by any Local, Municipal, County, State or Federal Governmental body."
- Holidays for the purpose of this Agreement are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Veteran's Day and President's Day. Holiday pay shall be in the amount of eight (8) hours of the Employee's regular wage rate, for which no work is performed.
- Bonding: All signatory Employers must provide a fringe benefit bond in the amount of:

1-2 Employees	\$12,000.00
3-5 Employees	\$32,000.00
6-10 Employees	\$66,000.00
11-20 Employees	\$128,000.00
21-30 Employees	\$192,000.00

For each additional 10 employees above 30, the amount of the Bond shall be increased by \$66,000.

**Paragraph 38** – Modified to include the following:

**PAYMENT TO FUNDS:**

- Employer contributions shall be paid monthly and submitted to the Fund offices with a completed report form prepared and supplied by the Fund Administrator.
- Every Employer whose contribution reports and/or payments are received in the Fund Office after the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are due shall be assessed an interest penalty on all outstanding contributions. Such interest penalty shall be calculated from the due date of the delinquent contributions at the rate of prime plus two percent (2%) which rate shall be established and re-established on January 1 and July 1 of each year as published by *The Wall Street Journal*. Such delinquent Employer shall also be assessed all costs of collection including reasonable attorney's fees and auditor's fees incurred in collection efforts. If the delinquent contributions and contribution reports remain outstanding for ten (10) days or more from the date of the first notice of delinquency, liquidated damages shall also be assessed and become immediately due and payable along with all other monies. Such liquidated damages shall be in the amount of ten percent (10%) of the delinquent contributions.
- Failure to comply with the provisions and requirements of this Article related to the payments to the Funds and Administrative Office shall be considered and shall constitute a violation of this Agreement and the Union may, at its discretion, withdraw employees from the employment of the defaulting Employer if he fails to meet or comply with any of the provisions set forth in this Article. 'The Union shall not be considered in violation of this Agreement if it does so, and this Agreement shall not be considered as rescinded or abrogated because of such action. In addition, the Union may after withdrawing employees, picket any and all jobs of the defaulting Employer.

**Paragraph 40** – Service Journeymen – The following hourly rate of pay, fringes and benefits shall be effective March 1, 2022 – February 28, 2026:

Wages	\$ 42.98	Industry	\$ .25
Pension	\$ 4.35	International Training	\$ .10
Health & Welfare	\$ 14.61	MSCA	\$ .08
Vacation	\$ 1.00 (deduct)	Market Recovery	\$ .30 (deduct)
Annuity	\$ 5.70	PAC	\$ .05 (deduct)
Education	\$ .67	UA Organizing Fund	\$ .10 (deduct)

**The total package is \$68.74**

In addition –	March 1, 2023 – February 28, 2024	\$2.35 increase to package (to be allocated)
	March 1, 2024 – February 28, 2025	\$2.35 increase to package (to be allocated)
	March 1, 2025 – February 28, 2026	\$2.35 Increase to package (to be allocated)

**Paragraph 42** - Fringe benefits paid for all Service Apprentices entering into the Education Program shall be paid at the percentage rate equal to the percentage of the Service Journeyman wage rate with the exception of the Welfare Fund fringe payment which will start at 55% and progress upwardly after the second year in accordance with the wage rate schedule. The Welfare Fund contribution for Fifth year apprentices will be 100% of the Journeymen wage.

**Rate of pay and Fringe Benefits** for Service Apprentices entering into the Education Program shall be paid as follows:

First Year	40% Service Journeyman wage/benefits and 55% Health & Welfare
Second Year	50% Service Journeyman wage/benefits and 55% Health & Welfare
Third Year	60% Service Journeyman wage and 60% all benefits
Fourth Year	70% Service Journeyman wage and 70% all benefits
Fifth Year	80% Service Journeyman wage and 80% all benefits

**Paragraph 43** – Service Tradesman – Rate of pay shall be 50% of the Service Journeyman rate.

**Paragraph 46**–“Employees requested by the Employer to report to the office, job or shop ready for work and not given any work will receive four (4) hours pay at the Employee’s regular wage rate. If said Employee works four (4) hours, he shall receive eight (8) hours pay. Employees requested by the Employer to report to work on a Saturday, Sunday or paid holiday, shall receive four (4) hours pay for reporting at the Employee’s applicable overtime rate of pay.”

**Paragraph 47** – Modified to read: “The Employer may require an Employee to be “on-call.” An Employee “on-call” shall be paid as follows:

- Outside of regular working hours, Monday through Friday, one (1) hour pay at straight time for each day;
- Saturday, Sunday and holidays, four (4) hours pay at straight time for each day;
- An Employee on-call is guaranteed a minimum of one (1) hour pay on Monday through Friday, and four (4) hours pay on Saturday, Sunday or holidays for each day;
- An Employer who requires Employees to be on-call shall maintain a schedule. Employees must be available to be on-call but shall have the option to arrange for a substitute to serve in their place upon prior notice to the Employer’s office;
- Fringe Benefits are to be paid only on Hours Worked

### **ARTICLE XIII**

#### **Temporary Shift Work Conditions**

**Paragraph 50** – Modified to read: All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday through Saturday inclusive, shall be at a rate not to exceed time and one-half of the Employee’s regular shift rate of pay. Time worked on Sundays and holidays shall be paid at a rate of double time the Employee’s regular shift rate of pay.

### **ARTICLE XIV**

#### **Permanent Shift Work Conditions**

**Paragraph 53** – Modified to read: The shift rate premium for the second shift shall be 10% of the first shift and the shift rate premium for the third shift shall be 15% of the first shift rate.

## **ARTICLE XVI**

### **Uniforms and Tools**

**Paragraph 58** - Modified to include: "Employees shall be required to supply the following basic tools in the performance of their work:

Tool box	1/2" Drive Socket Set (with braker bar) 3/8" – 1 1/8"
Belt and Tool Pouch	3/8" Drive Socket Set (3/16"-9/16")
Two (2) Refrigeration Test Manifolds with hoses	50' extension Cord
Adjustable Crescent Wrenches (6", 8" and 12")	Drop Light
Refrigeration Flaring Kit (up to 3/4")	Set of Metal Files (Flat, Half-round and round)
Flair Nut Wrenches (up to 3/4")	Knife (utility or electricians)
Tubing Cutter (1/4"- 1 3/8")	Digital Clamp on ampmeter
Screwdriver set (straight and phillips)	Digital Volt OHM Meter (up to 600 volts)
Nut Drivers (to 1/2")	--capable of Milli-amp readings
Combination Wrenches (box and open end (3/8"-1 1/8")	Oiler
Pliers (side cutter, channel lock and vise grip)	Grease Gun
Pipe Wrenches (up to 18")	Electronic Digital Thermometer
Hammers (ball peen, hand sledge and claw)	Megger (500 volt)
Allen Wrenches (1/16" – 1/2")	Electronic Vacuum Gauge
Refrigeration Service Valve Wrenches	Electronic Refrigerant Leak Detector
Tin Snips (straight, left and right)	Crow Bar
Hack Saw	100' 3/4" Garden Hose
Key Hole Saw	Sling Psychrometer
25' Tape (retractable)	Full Set of Rain Gear
Flashlight	3/8" Cordless or Electric Drill
Level (6" torpedo and 18")	Manometer or Magnahelic

The Employer shall provide insurance for personal tools. The reporting and recording of the Employee- owned tools and Employee-owned tool loss will be subject to the requirements of the Employer and the Employer's insurance company.

## **ARTICLE XVII**

### **Travel and Subsistence**

**Paragraph 60** – Modified to include: "Employees who furnish their own automobile shall be allowed as expenses for their use during working hours the sum of \$20.00 per day and \$0.55½ per mile for all miles in excess of thirty (30) in any one day. Employees shall not use their own cars unless authorized by the Employer. Mileage to be adjusted by IRS allowance only upwardly. If allowance drops below the amount IRS presently allows, then the higher rate shall be paid."

**Paragraph 63** - Modified to read: "Reasonable commuting time shall be that time required for Employees to travel to and from job assignments within a 40 mile radius of their established residence (normally the Employer's local office or a designated point to which the Employee is permanently assigned)."

**Training:** To include the following:

In the event the Education Committee has night classes in session under the direction of the Education Trustees and Education Instructors and that a contractor signatory to this Agreement feels that it is in his best interest, he may request his Employees, working under this Agreement, to attend at least one session of a particular course. Also, if a Service Journeyman wishes to attend extended courses in that one area or any other course, it will be on a voluntary basis.

The school program and examination procedures are to be established by the Education Committee. A series of examinations are to be given at intervals during the Apprenticeship training period in order to

establish whether a Service Apprentice has the necessary qualifications for promotion to the next job category and rate of pay.

All newly hired employees must be evaluated by the training center and local union.

**CERTIFICATIONS:** To include the following:

All hired employees must have an OSHA 10 Certification no later than February 28, 2013.

Contractors will pay for requalification of Star Certification at the Training Center only.

## **ARTICLE XIX**

### **Grievance Procedure and Arbitration**

**Paragraph 68** – Modified to include Step 1A:

Step 1A: The grievance shall be settled by majority vote before a Grievance Committee composed of a minimum of two (2) local Contractors appointed by the MCA of NJ and two (2) Union Representatives. If not settled within fourteen (14) working days, proceed to Step 2:

## **ARTICLE XXV**

### **New Construction, Installation and Remodel of Refrigeration Systems**

**Paragraph 91** – Modified to read: "This Article shall apply to the installation and remodel of all new or add-on refrigeration systems, cryogenic cold box systems, supermarket refrigeration systems and ice rinks including fabricating, assembling, erecting, installing, and the handling, unloading, distributing, reloading and hoisting of all piping materials, appurtenances and equipment used in connection with the installation of such systems by any method, including all hangers and supports of every description."

**Paragraph 96 A** – For the installation and remodel of supermarket refrigeration systems and "big box" retail stores (i.e. Sam's Club, Wal-Mart, etc.): The Employer shall be permitted, for this work, to assign the first Employee on the job from his regular work force. The next two Employees assigned will be from the building trades local union where the work is being performed. The next Employee assigned to the job may be from the Employer's regular work force. Additional Employees will be from the building trades local union where the work is being performed. All employees performing work on the job shall be paid the wage/fringe package of the building trades local union where the work is being performed.

NOTE: It is not permitted, except where expressly provided for in the Agreement or Schedule A, to use service employees to perform Building Trades Division Construction work even if they are paid the building trades wage/fringe package for the time spent doing such work.

Updated 3/1/22

United Association of Journeymen and  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States and Canada



Mark McManus, President  
Date: 3/1/22

Mechanical Service Contractors of America (MSCA)



Mark Crockett, MSCA Chairman  
Date: 3/1/22

New Jersey State Pipe Trades

(signature on file)

Michael Maloney, President  
Date: 3/1/22

MCA of New Jersey

(signature on file)

Martin Drobny, Executive  
Date: 3/1/22