

Schedule A to the NATIONAL SERVICE AND MAINTENANCE AGREEMENT

Jurisdiction: Geographical Jurisdiction of Norwalk Plumbers & Steamfitters Local 42

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.

SPECIAL CONDITIONS

ARTICLE IX Classification of Employees

14. **Service Journeymen** must be skilled craftsmen in their trade, with a minimum of five (5) years actual practical working experience. They must be required to pass the UA STAR Exam or another similar exam mutually agreed to by the Union and MCA for that would identify their level of skills for Service Journeyman. They shall be allowed to perform all of the work covered under this Agreement.

15. **Mechanical Equipment Serviceman (MESS)** and Plumbing Serviceman (MESPL) must have practical working experience in the residential and commercial mechanical equipment and/or plumbing field. They must be required to pass the UA STAR exam for Servicemen or the STAR Plumbing Mastery exam as to their skills, or another similar exam mutually agreed to by the Union and MCA or be an individual working under the Local 42 Light Commercial Agreement. Their scope of work shall include all work necessary to keep existing residential, unitary and plumbing systems operating in an efficient manner. For the purpose of further developing their skills, Servicemen may assist Journeymen in the repair of centrifugal and absorption machines, screw chillers and ammonia systems. Servicemen may attain Journeymen status with sufficient training and work experience and/or have attained all applicable, plumbing Journeymen licenses as required in their local jurisdiction. A Serviceman's duties can be modified through an approved Schedule "A".

16. **Service Apprentices / Trainees** shall be governed by the local apprenticeship committee and shall be allowed to perform all work in the service and maintenance field limited only by their capabilities. They shall be under the direction of a Serviceman or Service Journeyman.

ARTICLE X Hiring and Use of Employees

30. The Employer shall be permitted a ratio of one Service Apprentice for each Service Journeyman and/or Serviceman. All Service Apprentices shall be under the supervision of their home local union Joint Apprentice Committee until their training is satisfactorily completed. In an effort to grow the industry there will be no ratio until July 31, 2020.

31. **Drug free and alcohol-free workplace:** Add: "The current UA Local 42 and MCA-NCO Substance Abuse Policy, as stated in the Building Trades Agreement, shall be the recognized policy under this Agreement."

ARTICLE XII

Wages, Benefits, and Hours of Work

36. **Overtime:** All time worked before and after the established work day of eight (8) hours, Monday through Saturday, and all non-scheduled emergency work performed on Sundays shall be paid in accordance with the local agreement covering service at a rate not to exceed time and one-half. All scheduled time worked on Sunday and all work on a holiday within the jurisdiction where the Employee is working shall be paid in accordance with the local agreement covering service at a rate not to exceed double time. The observed holiday will be the actual day of the holiday.

41. **Serviceman (MES) Wages.** The gross wage & fringe rate for MES Servicemen/MES Plumber (MESS, MESPL) will be the percentages (as listed below) of the Building Trades gross wage & fringe rate in effect July 31 of the current year. Health/Welfare, National Pension, and if applicable, Optional Local Union Defined Benefit, Pension and/or Defined Contribution Plan shall be deducted from the MES Serviceman's wage.

August 1, 2019 70%

August 1, 2020 71%

August 1, 2021 72%

August 1, 2022 72%

August 1, 2023 73%

The percentage over 70% shall be made as a contribution to the Local 42 Retirement Fund (Example: Effective August 1, 2020 the Service wage & fringe package will be 70% and an additional 1% shall be contributed to the Retirement Fund.)

42. **MES Apprentices (MESA) Wages** shall be as follows:^{1st}

year – 45% of MES Serviceman wage rate

2nd year – 60% of MES Serviceman wage rate

3rd year – 75% of MES Serviceman wage rate

4th year – 90% of MES Serviceman wage rate

5th year – 95% of MES Serviceman wage rate

Any apprentice starting the first year of their apprenticeship shall not have National Pension, and if applicable, Optional Local Union Defined Benefit, Pension, and/or Defined Contribution Plan contributions made for the first and second year of their employment. This amount shall become wages for the first two (2) years. After the second anniversary date, or the beginning of the third year of their apprenticeship, the contract rate shall be contributed.

43. **Tradesmen** shall be paid at the rate of 50% of the MES Serviceman rate. Applicable Fringe Benefits are to be paid as per the attached wage sheet.

47. **Stand-By/On-Call:** An employee required to be on stand-by/on-call after regular work hours established, Monday through Sunday for purposes of providing continuous service to customers, shall receive one (1) hour pay at the straight time hourly rate for each day they are required to stand-by. No fringe benefits are to be paid on these hours. Hours actually worked while on stand-by/on-call shall be set against this allowance and shall be known as work off. The work off will be on a daily basis. If no work is performed on any given stand-by/on-call day, the employee will receive the one (1) hour pay. Stand-by/on-call time will be equally distributed among all servicemen in the shop, and inability to be on stand-by/on-call for just cause will not be cause for disciplinary action.

Additional Items

a. **Fringe Benefit** contributions on all classifications shall be paid on hours worked.

b. **Health and Welfare:** The Employer agrees, as a condition to the furnishing of employees by the Union, that each Employer shall contribute to the Ohio State Health and Welfare Fund an amount per hour worked, as set forth hereon for whom the Union is Bargaining Agent under this Schedule. Any additional mid-year increase required to maintain existing coverage during this Agreement shall be paid by the Employer and the Employee on a 50/50 basis.

c. **Vacation:** After one (1) year of employment each MES Serviceman, Apprentice, and Tradesman shall receive five (5) days paid vacation at the straight time rate of eight (8) hours per day. This vacation time will not be accruable, and fringes will not be applied. Each employee shall make a written request at least thirty (30) days prior to the desired vacation time.

ARTICLE XXIII

Duration and Termination

84. This Agreement shall be in full force and effect commencing August 1, 2021 through July 31, 2027 and from year to year thereafter. This Agreement may, however, be terminated by either the Union or a signatory Employer by giving the other written notice of termination by June 1st of each year (60 days notice), with such termination to be effective August 1st of the year in which such notice is given. The term of the Local 42 and MCA Schedule "A" will coincide with that of the National Service & Maintenance Agreement.

Oversight Committee and Modifications to Schedule "A"

The Oversight Committee will meet on a regular basis to ensure all Employers and Employees working under the Agreement and this Schedule "A" understand its provisions. If issues may arise concerning the terms of the Schedule "A," such issues may be referred to the Oversight Committee. If the Oversight Committee determines that a modification(s) to the Schedule "A" is appropriate, the matter will be referred to the Joint Committee for resolution. All Oversight Committee responsibilities will be handled by the Labor/Management Committee.

(Note – Other provisions subject to modification based on needs of the local area.)

2021

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

A handwritten signature in black ink that reads "Mark McManus". The signature is written in a cursive style with a large, stylized "M" and "M".

Mark McManus
General President, UA
Date:

Mechanical Service Contractors
of America

A handwritten signature in black ink that reads "Mark Crockett". The signature is written in a cursive style with a large, stylized "M" and "C".

Mark Crockett
Chairman, MSCA
Date: