

7/12/2022

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

Jurisdiction: Northern California (north of District Council 16)

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 (NSMA).

Effective Date: To Be Determined

SPECIAL CONDITIONS

ARTICLE VII

Scope of Service, Maintenance and Operations Work

Paragraph 11 - Modified to read: This Agreement shall apply to and cover all work performed by the Employer, and all its subsidiaries and branches in the United States, in order to keep existing mechanical, refrigeration and plumbing systems within occupied facilities operating in an efficient manner. This work shall include the inspection, service, maintenance, initial startup of all newly installed systems in existing and newly constructed facilities, air & water testing, balancing, adjusting, repair, modification and replacement of mechanical, refrigeration or plumbing equipment including related piping connections and controls in addition to all other service, maintenance and operations work in order to meet customer obligations. California Energy Commission Title 24 acceptance Testing is the final phase of any new construction job. It involves going over the entire system to pick up any deficiencies that may exist, so the system is operating properly. California Energy Commission Title 24 Acceptance Testing involves going over all the equipment installed and the various components of the installation. Hours worked, wages, and overtime provisions of the Local Master Agreement for new construction shall apply to all "Start-Up" and California Energy Commission Title 24 Testing. Temporary systems are to be considered service work.

ARTICLE IX

Classification of Employees

Paragraph 17 -. Installation of central plant multi-systems excluded.

Paragraph 19 – For purposes of this agreement the words “Home Local Jurisdiction” shall mean the jurisdiction where the employee fringe benefit contributions are regularly contributed. Nothing in the foregoing, however, changes the historical practice of freedom of movement in the Northern California Local Unions identified in Paragraphs 28 and 29 below, in which fringe benefit contributions are remitted to the trust funds of the Local Union of which the employee is a member.

ARTICLE X

Hiring and Use of Employees

Paragraph 26 - Modified to read: The Employer may use as many Employee(s) from its regular work force as needed without ratios for initial start-up of newly installed systems, provided it has notified the local union having jurisdiction in that area. The working hours, fringes, conditions and rate of pay for such initial start-up work shall be paid in accordance with the local agreement under which the installation work was performed. Employees shall be permitted to work with the tools, and if they should need any extra help, may obtain such help from the local union having jurisdiction, if qualified help is available.

Paragraph 27 - Modified to read: The Employer may at its discretion, for all work other than initial start-up of newly installed systems covered under Article VII of this Agreement, assign the first three Employees from the Employer's regular workforce to work on a job within the territorial jurisdiction of another local union. The next two Employees with the required skills shall be from the local union jurisdiction where the work is being performed, with one Employee at a time being assigned, as needed. Thereafter, additional qualified Employees shall be hired on an alternating basis from the Employer's regular work force, and the local union jurisdiction, to a maximum of five from the Employer's regular work force, unless a larger number is agreed to in writing between the Employer and the local union where the job is being performed.

Paragraph 28 - Sentence added - For the purpose of Movement of U.A. HVAC-R members within U.A. Local 342, U.A. Local 393 and U.A. Local 467, payment of the hourly taxable wage of the member's home local shall be considered to be in compliance with this Schedule A. For the purpose of Movement of UA HVAC-R members within UA Local 228, UA Local 447, UA Local 442, and UA Local 246, payments of the hourly taxable wages of the member's home local shall be considered to be in compliance with this Schedule A. UA Local 62, UA Local 159, and UA Local 343 are not party to the above new sentence and fall under the terms of the existing Paragraphs 28, 29, 92 and Paragraph 3 under the DDC Controls.

Paragraph 29 - Sentence added - For the purpose of Movement of U.A. HVAC-R members within U.A. Local 342, U.A. Local 393 and U.A. Local 467, payment of the hourly taxable wage and fringe package of the member's home local shall be considered to be in compliance with this Schedule A. For the purpose of Movement of UA HVAC-R members within UA Local 228, UA Local 447, UA Local 442, and UA Local 246, payments of the hourly taxable wages of the member's home local shall be considered to be in compliance with this Schedule A. UA Local 62, UA Local 159, and UA Local 343 are not party to the above new sentence and fall under the terms of the existing Paragraphs 28, 29, 92 and Paragraph 3 under the DDC Controls.

ARTICLE XII Wages, Benefits, and Hours of Work

Paragraph 36 - All time worked before and after the established workday of (8) eight 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's 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. All time worked over (16) sixteen consecutive hours or time worked more than 16 hours between the hours of 6:00am – 5:59am the following day shall be paid at double the straight time rate.

Paragraph 37 - For all Employees within the jurisdiction of U. A. Local 62, 159, 228, 246, 342, 343, 350, 393, 442, 447 and 467 the terms of a sick leave ordinance for the State of California and any municipality or governmental entity are hereby waived per Master Agreement.

Paragraph 41 - Servicemen - Rate of pay shall be not less than 50% or more than 80% of the Service Journeyman wage rate. The Employer, with mutual agreement of the local union, will establish wages for each Serviceman based on experience and training.

Paragraph 43 - Service Tradesman - Rate of pay and Fringe Benefits per the Local Union Wage and Fringe Benefit Sheet.

Fringe Contributions**

National or Local Pension Fund	Health and Welfare	Training	Industry Fund
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Serviceman * * * * * Per Local Union Fringe Benefit Schedule * * * * *

Tradesman * * * * * Per Local Union Fringe Benefit Schedule * * * * *

Servicemen and Tradesmen hired prior to 1-1-14 shall not have their wages and pension contribution reduced.

**Article XIII
Temporary Shift Work Conditions**

Paragraph 49 - Last sentence modified to read: "Temporary shift work shall be for a minimum of three (3) consecutive days, excluding Sundays and holidays."

**Article XXV
New Construction, Installation and Remodel of Refrigeration
Systems**

Paragraph 92 - Paragraph Added: For the purpose of Movement of U.A. HVAC-R members within U.A. Local 342, U.A. Local 393 and U.A. Local 467, payment of the total package of the member's home local shall be considered to be in compliance with this Schedule A. For the purpose of Movement of UA HVAC-R members within UA Local 228, UA Local 447, UA Local 442, and UA Local 246, payments of the hourly taxable wages of the member's home local shall be considered to be in compliance with this Schedule A. UA Local 62, UA Local 159, and UA Local 343 are not party to the above new sentence and fall under the terms of the existing Paragraphs 28, 29, 92 and Paragraph 3 under the DDC Controls.

**Installation of Pneumatic and DDC Control
Systems Addendum**

(In order for this Addendum to be implemented, Employer must sign Page 19.)

Paragraph 3 - Paragraph Added: For the purpose of Movement of U.A. HVAC-R members within U.A. Local 342, U.A. Local 393 and U.A. Local 467, payment of the total package of the member's home local shall be considered to be in compliance with this Schedule A. For the purpose of Movement of UA HVAC-R members within UA Local 228, UA Local 447, UA Local 442, and UA Local 246, payments of the hourly taxable wages of the member's home local shall be considered to be in compliance with this Schedule A. UA Local 62, UA Local 159, and UA Local 343 are not party to the above new sentence and fall under the terms of the existing Paragraphs 28, 29, 92 and Paragraph 3 under the DDC Controls.

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 arise concerning the terms of the Schedule "A," such issues may be referred to the Oversight Committee. If the Oversight Committee determines that modification(s) to the Schedule "A" is appropriate, the matter will be referred promptly to the Joint Committee for resolution.

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



Mark McManus
General President, UA
Date: 7/20/2022

Mechanical Service Contractors
of America



Mark Crockett
Chairman, MSCA
Date: 7/20/22