

June 20, 2023

To: Joint UA/MSCA Labor Committee

Attention Brian Kelly, Director

United Association

Three Park Place

Annapolis, MD 21401

Mechanical Service Contractors of America

1385 Piccard Drive

Rockville, MD 20850

RE: Plumbers, Pipefitters, and Mechanical Equipment Service Local #392

1228 Central Parkway, Room 200

Cincinnati, OH 45202

Subject: NSMA Schedule "A"

Plumbers, Pipefitters, and Mechanical Equipment Service Local 392 is respectfully requesting per Article XX of the National Service and Maintenance Agreement that a Schedule A be implemented for our jurisdiction. We have negotiated in good faith with our Local MCA in coming up with the attached agreement.

Please contact me at (513) 241-1760 or on my cell # (513) 614-7779 if further information is needed.

Respectfully submitted,

William Froehle

Business Manager

Local 392



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Plumbers, Pipefitters & Mechanical Equipment Service

Local Union No. 392

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UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA. AFL-CIO

Schedule "A" to the NATIONAL SERVICE AND MAINTENANCE AGREEMENT

Article VI Geographical Territory and Trade Jurisdiction

Paragraph 72 - Territorial Jurisdiction: *(Page 4 Article III of Local Agreement.)*

- a) Whereas 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, 2015, to July 31, 2020.
- b) Whereas in accordance with Article XX, Paragraph 72, this schedule will be applicable to the geographical jurisdiction as follows:

State of Indiana: The Counties of Dearborn, Ohio, Ripley, and Switzerland.

State of Kentucky: The Counties of Kenton, Campbell, Boone, Grant, Pendleton, Mason, Bracken, Owen, Gallatin, Carroll, and Robertson.

State of Ohio: The Counties of Butler, Hamilton, Warren, Clermont, and Brown.

Article IX Classification and Limitations of Employees

Paragraph 15 - Servicemen: Wage and duty limitations as follows:

(Page 61 Local Agreement, paragraph 3)

- 1) Servicemen 80% of Journeymen wages with the following limitations:
 - a) Heating: Service and Installation of natural gas burners up to 1,250,000 BTU per hour input. Power burners of gas and oil equipment up to 550,000 BTU per hour input and all-electric heating equipment up to 100 KW or 342,000 BTU per hour input.
 - b) Air Conditioning: Service and installation up to and including 40-ton single air conditioning systems; package or self-contained units up to 60 tons proving no individual system exceeds 40 tons.
 - c) Commercial Refrigeration: Service and installations up to and including all low and medium temperature systems up to 20 HP systems.

(Page 64 of Local Agreement Schedules A, Band C)

- 2) MES Advancement 90% of Journeymen wages with the following duty limitations:
 - a) Heating: Natural draft, power burner and electric heat not to exceed 2,000,000BTU.
 - b) Air Conditioning: Not to exceed 60 tons.
 - c) Commercial Refrigeration: Not to exceed 30 HP.

(Page 62 of Local Agreement 3(iv)(a))

- 3) An M.E.S. Journeyman or Journeyman Pipe Fitter must be present on the job and in the capacity of "lead man" when any of the above classifications are exceeded.

(Page 65 of Local Agreement paragraph 11(b))

- 4) Servicemen regularly assigned to work on equipment above their work classification are to be paid wages corresponding to the equipment being worked on in accordance with the listed above duty limitations.

(Page 65 of Local Agreement 11(c))

- 5) Servicemen shall be able to provide all routine maintenance and inspection, regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection, and maintenance procedure by the Employer such as:
 - a) Filter changing and maintenance thereof.
 - b) Oil and greasing.
 - c) Belt adjusting or replacement.
 - d) Cleaning of cooling towers, coils, evaporator, condenser tubes, and water treatment for systems necessary to maintain the equipment listed above.
 - e) General housekeeping
 - f) System operation under contract with customer compensation must be equal to the skills and responsibilities required for the safe operation of the equipment involved.

Article X

Hiring and Use of Employees

(Page 10 of Local Agreement (d))

Paragraph 22 - In the event the Union is unable to refer employees within seventy-two (72) hours the contractor shall be privileged to obtain qualified employees from other sources. Such employees are to be referred through the union.

(Page 66 paragraph 16 and page 10 paragraph (d) of Local Agreement)

Paragraph 23 - When the Local Union is unable to provide qualified employees the Employer may upon notification to the Local Union hire Probationary Servicemen or MES Journeymen to be referred through the Union hiring hall. All Servicemen or MES Journeymen entering through organization must obtain there KY Journeymen HVAC License within two years.

(Page 38 of Local Agreement Article XVI (5))

Paragraph 29 - MES Service Journeyman / Apprentice Ratio:

- 1 Apprentice for 1 Journeyman
- 2 Apprentices for 4 Journeymen
- 3 Apprentices for 6 Journeymen
- 4 Apprentices for 10 Journeymen
- 5 Apprentices for 16 Journeymen

When more than sixteen (16) Service Journeymen are employed, additional apprentices may be acquired at a ratio of one (1) apprentice to four (4) Service Journeymen.

Article XI

Subcontracting

(Page 59 Sec. 3 of Local Agreement)

Paragraph 31 - No Contractor will sublet or cause to be sublet to other parties' work that is properly within the jurisdiction of the Local Union.

Article XII

Wages, Benefits, and Hours of Work

(Page 55 Sec I of Local Agreement)

Paragraph 33 - MES Work Day Service work: All hours not in excess of 8 hours per day or forty (40) hours per week worked between 7:30 a.m. and 5:00 p.m. Monday through Friday shall be paid at the straight time rate.

(Page 55 Sec I of Local Agreement)

Paragraph 35 - All hours in excess of eight (8) hours per day or forty (40) hours per week, and/or all hours worked prior to 7:30 a.m. or after 5 p.m. Monday through Friday and/or all hours worked on Saturday shall be paid at the rate of time and one-half percent, except for all hours after 10 hours on the same project shall be paid at double the straight time rate. All hours worked on Sundays and holidays shall be paid at the double time rate.

Holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. In the event that any of these holidays occur on a Sunday the following Monday will be observed as that holiday.

(Page 53 of Local Agreement)

Paragraph 39 - MES Wages and benefits shall be as follows:

- 1) MES Journeymen: Dues 4.75% of gross wages, 8% Vacation.
 - a) Base Hourly Wage, \$33.09 plus an additional \$0.50 Vacation Fund

- b) Health and Welfare \$6.85 per hour paid
- c) Health & Welfare Special Fund \$0.55 per hour paid
- d) Local Pension \$11.60 per hour paid
- e) Supplemental Retirement Fund \$0.40 per hour paid
- f) S.U.B. \$0.48 per hour paid
- g) National Pension \$0.39 per hour worked
- h) Drug-Free Work Place \$0.02 per hour worked
- i) Education Fund \$0.40 per hour worked
- j) National Training Fund \$0.10 per hour worked
- k) Industry Promotion Fund \$0.13 per hour worked

(Page 52 of Local Agreement)

Paragraph 40 - MES Servicemen Wages and benefits shall be as follows:

- 1) MES Servicemen: Dues 2.25% of gross wages, 8% Vacation
 - a) Servicemen Base Hourly Wage \$26.47 - 80% of MES Journeymen
 - MES Advancement \$29.78 - 90% of MES Journeymen
 - b) Health & Welfare \$6.85 per hour paid
 - c) Health & Welfare Special Fund \$0.45 per hour paid
 - d) Local Pension \$9.28 per hour paid
 - e) Supplemental Retirement Fund \$0.40 per hour paid
 - f) Disability Insurance \$0.10 per hour paid
 - g) National Pension \$0.39 per hour worked
 - h) Drug-Free Work Place \$0.02 per hour worked
 - i) Education Fund \$0.40 per hour worked
 - j) National Training Fund \$0.10 per hour worked
 - k) Industry Promotion Fund \$0.13 per hour worked

(Page 55 of Local Agreement)

- 2) Effective June 1, 2019, the local pension contribution rate shall be Eighty (80%) percent of the MES Journeyman local pension contribution rate for the Fifth Year Apprentices, MES Servicemen, and MES Advancement.

(Page 54 of Local Agreement)

Paragraph 41 - MES Apprentice Wages and benefits shall be as follows:

- 1) MES Apprentice: Dues 2.25% of gross wages, 8% Vacation
 - a) Service Apprentice Hourly Wage:% MES Journeyman Wage

1. 1 st year 45% - \$14.89	Local Pension \$0 (0%)	National Pension \$0
2. 2 nd year 50% - \$16.55	Local Pension \$0 (0%)	National Pension \$0
3. 3 rd year 55% - \$18.20	Local Pension \$5.80 (50%)	National Pension \$.39
4. 4 th year 60% - \$19.85	Local Pension \$5.80 (50%)	National Pension \$.39
5. 5 th year 75% - \$24.82	Local Pension \$9.28 (80%)	National Pension \$.39

- a) Health & Welfare \$6.85 per hour paid
- b) Health & Welfare Special Fund \$0.35 per hour paid
- c) Supplemental Retirement Fund \$0.40 per hour paid
- d) Disability Insurance \$0.10 per hour paid
- e) Drug-Free Work Place \$0.02 per hour paid
- f) Education Fund \$0.40 per hour paid
- g) National Training Fund \$0.10 per hour paid
- h) Industry Promotion Fund \$0.13 per hour paid

Paragraph 42 - Tradesmen wages and benefits are as follows:

- 1) Tradesman: Dues 1.5% of gross wages
 - a) Base Hourly Wage: \$15.41
 - b) Health and Welfare: supplied by employer
 - c) Pension /Retirement: supplied by employer

Paragraph 43 - Probationary Servicemen and Probationary MES Journeymen classification will be mutually agreed upon by the Union and the Employer. Wage and fringe benefits rates will be in accordance with the local agreement.

Article XX

Schedule "A" to the National Service and Maintenance Agreement

Paragraph 74 - An Oversight Committee shall meet on a regular basis to ensure all Employers and Employees working under the National Service & Maintenance Agreement and the Schedule "A" for this area understand its provisions and will make recommendations to the Joint Committee regarding revisions to the Schedule "A" when necessary. Following each Oversight Committee meeting a report will be sent to the UA General President and the MSCA Executive Director.

United Association of Journeymen
and Apprentices of the Plumbing
(MSCA)
and Pipe Fitting Industry

Mechanical Service
Contractors of America



Mark McManus
General President, UA
Date: September 7, 2023



Rich Happel
Chair, MSCA
Date: September 6, 2023