

Schedule A To the National Service and Maintenance Agreement

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.

Jurisdiction: UA Local No. 162

Effective Dates: October 1, 2015

SPECIAL CONDITIONS

Article IX Classification of Employees

Paragraph 15 - Serviceman:

MES Servicemen shall be permitted to replace all equipment that they service with the following limits.

Service work performed by MES Servicemen shall include:

- a. All heating and emergency service up to a capacity of 2,000,000 Btu input on boilers and burners. On systems above the limits set above, Servicemen may work on individual pieces of equipment not to exceed 500,000 Btu.
- b. Air conditioning repairs and emergency service up to and including 50 ton single systems.
- c. Refrigeration repairs and emergency service up to 50 ton on all low and medium temperature systems.
- d. The servicing of propane equipment.
- e. Preventative maintenance on all equipment listed above and,
- f. The driving of all trucks in connection with said work.
- g. MES Servicemen can work on any service or replacement work outside this scope and at their pay rate, as long as they are working under the direct supervision of a Journeyman Serviceman who is physically on the jobsite.

Installation Work:

Installation work may be accomplished by employees under this Agreement as set forth below:

- a. Heating systems up to 1,000,000 Btu/hr. input for the building or structure.
- b. Air conditioning single systems up to 40 tons.
- c. Commercial installation of refrigeration units, meal cases, florist boxes, bottle coolers, food freezers, water coolers.
- d. Installation by MES Servicemen and MES Apprentices under this Schedule shall not be applicable to any installation in chain stores or where the total tonnage exceeds 50 tons. Any installation of projects that fall under the jurisdiction of prevailing wage, national agreement, or project labor agreement provisions.

Paragraph 39:

Service Journeymen shall receive wages and fringes commensurate with that of the Journeyman in the Local Building Trades Agreement.

Paragraph 40:

The gross wage rate for MES Servicemen will be 70% of the Building Trades gross wage rate (not including Education/Apprentice Fund and Industry Fund contributions) 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.

Paragraph 41:

MES Apprentices wages shall be as follows:

1st year – 45% of MES Serviceman rate

2nd year – 60% of MES Serviceman rate

3rd year-75% of MES Serviceman rate

4th year – 90% of MES Serviceman rate

Should the fifth (5th) year be required by the Building Trades Apprentice Standard then the MES Standards will be adjusted accordingly.

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.

Paragraph 42:

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.

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. A Labor-Management Committee shall be established.
- d. MES Servicemen shall not be formally upgraded without the recommendation of the Business Manager and the Employer to the Local Labor-Management Committee for approval. It shall be acceptable under this Agreement for an Employee classified as a MES Serviceman to work temporary job assignments, and to be paid at the MES Journeyman rate without changing the Employee's classification. The Employee's classification shall be changed only after review and approval of the Labor-Management Committee.
- e. After one (1) year of employment each MES Journeyman, 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. The Employee must take a vacation away from work in order to receive payment. Each employee shall make a written request at least thirty (30) days prior to the desired vacation time.

f. Standby

Standby shall be equally distributed among all Employees in the shop, and inability to standby for just cause shall not be cause for disciplinary action. Employees scheduled to be available by telephone, radio, or pager service for emergency service work after hours, weekends, and holidays shall be paid four (4) hours at the straight time rate for each scheduled week. If the employee has emergency service calls during the scheduled week these hours shall offset (i.e. A scheduled service week with no emergency service calls equals four (4) hours straight time pay; a scheduled service week with two (2) hours emergency service or more at double time rate equals no additional hours paid at the straight time rate).

Term Of Agreement:

The Annual Date of expiration of this Schedule A will be July 31st of each year. The Schedule will be in effect from year to year unless and until either party notifies the other in writing at least sixty (60) days prior to the annual date of expiration that a change in terms is demanded, provided however, that both parties may mutually agree to alter or amend this Schedule at any time. In either case, the Schedule A will require final approval by the United Association and the MSCA.

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

Mechanical Service Contractors
of America (MSCA)



William P. Hite
General President, UA
Date: 9/14/15

Scott Berger
Chairman, MSCA
Date: 9/14/15

On file

Dean Brill
UA 162
Date: _____

On File

Doug Walker
MCAGD
Date: _____