

Schedule A to the NATIONAL SERVICE AND MAINTENANCE AGREEMENT

Jurisdiction: Local Union #776 Geographical Territory

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.

SPECIAL CONDITIONS

ARTICLE V

Union Representation and Access to Jobs

Paragraph 9: *Modified to read:*

Authorized representatives of the Union shall have access to the work where Employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employer's employees or customers' employees or cause them to neglect their work and, further provided, such Union representative complies with customer requirements. The Union will appoint one (1) employed Journeyman or Serviceman as the Steward for each Employer. The Steward duties will pertain to the representation of all employees working under this Agreement only. The Union agrees that such duties be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable time for the performance of such duties with no repercussions.

ARTICLE IX

Classification of Employees

Paragraph 14: *Modified to read:*

Service Journeyman (MESJ) performing work under this Agreement must be skilled craftsman in their trade, with a minimum of five (5) prior years actual, practical working experience performing the duties described under the HVAC/R Servicemen classification below. They shall be required to pass the UA STAR exam for Service Journeymen as to their skills. Existing Service Journeymen who have not successfully passed the UA STAR exam will have until December 31, 2016 to acquire the required certification. Service Journeymen shall be allowed to perform all of the work covered under this Agreement.

Paragraph 15: *Modified to read:*

- a) **HVAC/R Servicemen (MESH)** must have completed the HVAC/R service apprenticeship program or effectively demonstrate a minimum of five (5) years combination of industry education and/or practical working experience in the residential and commercial mechanical equipment field. They shall be required to pass the UA STAR exam for HVAC/R Servicemen as to their skills. Existing HVAC/R Servicemen who have not successfully passed the UA STAR exam will have until December 31, 2016 to acquire the required certification. The scope of work for HVAC/R Servicemen shall include all work necessary to keep existing residential and unitary systems operating in an efficient manner including the replacement of such systems. For all intents and purposes, HVAC/R Servicemen shall be allowed to perform all of the maintenance, repair, replacement and installation work covered

under this Agreement with the exception of servicing centrifugal, absorption, screw, and ammonia chillers. However, for the purpose of further developing their technical skills, HVAC/R Servicemen may assist Service Journeyman in the repair of centrifugal and absorption machines, screw chillers and ammonia systems. HVAC/R Servicemen may attain Service Journeyman status with efficient training and work experience in accordance with a jointly administered Servicemen upgrade program.

- b) **PLBG Servicemen (MESP)** must have completed the PLBG service apprenticeship program or effectively demonstrate a minimum of five (5) years combination of industry education and/or practical working experience in the residential and commercial plumbing field. They shall be required to pass the appropriate exam for PLBG Servicemen as to their skills. The scope of work for PLBG Servicemen shall include all work necessary to keep existing plumbing systems operating in a proper and efficient manner including the replacement of such systems. For all intents and purposes, PLBG Servicemen shall be allowed to perform all of the plumbing maintenance, repair, replacement and installation work covered under this Agreement. In addition, for the purpose of further developing their technical skills, PLBG Servicemen may assist with HVAC/R maintenance, repair, and replacement work as needed. PLBG Servicemen may attain HVAC/R Servicemen status with efficient training and work experience in accordance with a jointly administered PLBG Servicemen upgrade program.
- c) **Installation Mechanic (MESI)** must have completed at least three (3) years of the HVAC/R or PLBG service apprenticeship program or effectively demonstrate a minimum of three (3) years combination of industry education and/or practical working experience in the residential and commercial HVAC/R or PLBG field. They shall be required to pass the appropriate exam for the Installation Mechanic classification as to their skills. Their scope of work shall include all HVAC/R and PLBG replacements and new installation work necessary for residential and light commercial applications.

Residential applications shall include any single family dwelling or multiple housing units such as apartment buildings, condominiums, and hotel buildings up to four (4) stories. Adjacent buildings such as storage, laundry and recreational facilities which are for the sole use of tenants in those facilities and are part of the entire project shall also be included.

Light Commercial applications shall include any unitary HVAC/R application where the combined total refrigeration equipment size is less than fifty (50) tons and the combined total heating equipment is less than one million and five hundred thousand (1,500,000) Btu's. This includes the installation of light commercial refrigeration units, meat cases, florist boxes, bottle coolers, food freezers, and water coolers. The PLBG rough-in and installation of the associated fixtures required for light commercial projects shall be limited to single facilities that are less than 10,000 sq.ft.. Any light commercial replacement or new installation projects that are subject to the Davis-Bacon Act or any federal, state, or local prevailing wage requirements shall be performed under the local building trades' agreement.

In addition, for the purpose of further developing their technical skills, an Installation Mechanic may assist Service Journeymen, HVAC/R and PLBG Servicemen as needed. An Installation Mechanic may attain HVAC/R or PLBG Servicemen status with efficient training and work experience in accordance with a jointly administered Installation Mechanic upgrade program.

The parties hereto may, at their discretion and where local conditions warrant such action, mutually agree to expand the scope of work for the HVAC/R Servicemen, PLBG Servicemen, and Installation Mechanic classifications on a job by job basis.

ARTICLE XII
Wages, Benefits and Hours of Work

Paragraph 33: *Modified to read:*

The basic work week shall consist of eight (8) consecutive hours between 6:00 a.m. and 5:30 p.m. Monday through Friday, with the exception of Holidays herein provided. The work day shall remain consistent. The basic work week will consist of forty (40) hours, Monday through Friday, inclusive, with the exception of Holidays herein provided. By mutual agreement between the Employer and the Local Union, the standard work week can be established to consist of four (4) consecutive ten (10) hour days.

Paragraph 35: *Modified to read:*

All time worked before and after the established work day of eight (8) hours Monday through Friday, all hours on Saturday shall be paid at one and one half (1 ½) times the straight times rate of wages. All work on Sundays and Holidays or days set aside for the observance shall be paid at two (2) times straight times the rate of pay. Holidays for the purposes of this agreement are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Holidays that fall on a Saturday will typically be recognized the preceding Friday. Likewise, holidays that fall on a Sunday will typically be recognized the following Monday. Employers shall notify employees in advance if any exceptions occur.

Paragraph 39: *Modified to read:*

Service Journeymen (**MESJ**) – rate of pay and fringe benefits shall be as specified in the attached Memorandum of Agreement between the Union and the Lima Area Mechanical Contractors Association (LAMCA).

Paragraph 40: *Modified to read:*

- a) HVAC/R Servicemen (**MESH**) – rate of pay and fringe benefits shall be as specified in the attached Memorandum of Agreement between the Union and the Lima Area Mechanical Contractors Association (LAMCA).
- b) PLBG Servicemen (**MESP**) – rate of pay and fringe benefits shall be as specified in the attached Memorandum of Agreement between the Union and the Lima Area Mechanical Contractors Association (LAMCA).
- c) Installation Mechanic (**MESI**) – rate of pay and fringe benefits shall be as specified in the attached Memorandum of Agreement between the Union and the Lima Area Mechanical Contractors Association (LAMCA).

Paragraph 41: *Modified to read:*

Service Apprentice (**MESA**) – rate of pay and fringe benefits shall be as specified in the attached Memorandum of Agreement between the Union and the Lima Area Mechanical Contractors Association (LAMCA).

Paragraph 42: *Modified to read:*

Service Tradesman (**MEST**) – rate of pay and fringe benefits shall be as specified in the attached Memorandum of Agreement between the Union and the Lima Area Mechanical Contractors Association (LAMCA). The Employer may carry all such Employees on a health/welfare plan from an alternate source as approved by the Union.

8/1/2015

ARTICLE XVI
Uniforms & Tools

Paragraph 56: *Modified to read:*
All Employees shall keep themselves clean and neat. When company uniforms are required by the Employer, the Employer shall supply and maintain uniforms, laundering excluded.

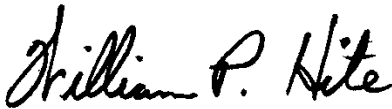
Paragraph 58: *Modified to read:*
Employees doing service or maintenance work may be required to furnish their own hand tools. Pipe threading and pipe cutting tools, vises, welding/brazing torches, power tools, and instruments for measuring temperatures, pressure, air velocities, voltage, amperages, vacuum pumps or refrigerant evacuation equipment shall not be deemed hand tools. Employee's tools, that are broken or damaged, shall be repaired or replaced by the Employer at a value equal or better. Employees shall be responsible for tools, equipment, vehicles and instruments supplied by the Employer, provided mutual security arrangements are made. Establishment of carelessness or negligence on the part of the Employee shall make the Employee liable for the replacement of lost or stolen tools. Consumable items such as but not limited to drill bits and saw blades shall be provided by the Employer.

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: 8/1/2015



Scott Berger
Chairman, MSCA
Date: 8/1/2015