

NATIONAL SERVICE & MAINTENANCE AGREEMENT

**EFFECTIVE DATES:
August 1, 2021 – July 31, 2027**



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1. This amended Agreement is entered into this 1st day of August 2021, by and between the Mechanical Contractors Association of America, Inc., and its department, the Mechanical Service Contractors of America, hereinafter called the "MSCA"; and on behalf of contractors who qualify and become signatory to this Agreement, hereinafter called "Employer"; and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, hereinafter called the "United Association," "UA," or "Union."

WHEREAS, the Employer is a contractor engaged in activities within the scope of work defined by this Agreement;

WHEREAS, the Employer has employed, now employs and will employ employees, represented by the Union for the performance of such work, hereinafter called "Employees";

WHEREAS, the parties recognize that local or area agreements have been or will be entered into and such agreements will provide wage rates and fringes for work covered under the scope of this Agreement; and

WHEREAS, the parties desire to provide for the training of Employees represented by the Union in the service and maintenance field and to establish stable and harmonious labor relations to the end that essential service and maintenance functions will be performed without interruption for the industry and the public;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises and covenants set forth in this Agreement, agree as follows:

ARTICLE I Recognition

2. The Employer and the MSCA recognize the Union as the sole and exclusive bargaining representative for all Employees of the Employer performing work covered by this Agreement or an approved Schedule "A," other than supervisors as defined in the National Labor Relations Act, with respect to wages, hours, and other terms and conditions of employment, on any work in the service and maintenance industry described in this Agreement. The parties recognize the MSCA as the exclusive bargaining agent for all Employers signatory to this Agreement.

ARTICLE II Non-Discrimination Clause

3. The Employer and the Union agree there shall be no discrimination against any Employee because of race, color, religion, sex, national origin, disability or for other reasons prohibited by applicable Federal or state law.
4. Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they would so apply.

ARTICLE III

Management Rights

5. The management of the Employer's business including, but not limited, to the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards or facilities is the sole and exclusive prerogative and responsibility of the Employer. The need for, designation of and the determination of the number of Employees and foremen, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all dispatching and assignment of duties. All rights not specifically nullified by this Agreement are retained by the Employer.
6. The Employer is vested with the right to relieve Employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for just cause in line with this Agreement.

ARTICLE IV

Union Security

7. All members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. Employees in all classifications covered by this Agreement and hereinafter employed by the Employer shall become members of the Union on the earliest date provided by applicable federal law after their employment, or the date of signing of the contract by the Employer, whichever is later. This Article shall be effective to the extent permitted by applicable state and federal laws.
8. In interpreting good standing, the Employer shall not discharge an Employee for non-membership in the Union: (a) if it has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members; or (b) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the Employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE V

Union Representation and Access to Jobs

9. 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.

ARTICLE VI

Geographical Territory and Trade Jurisdiction

10. All questions relating to the geographical territory and trade jurisdiction of a local union or local unions, or questions relating to open territory shall be decided by the Union.

ARTICLE VII

Scope of Service, Maintenance and Operations Work

11. 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, start-up, air and water testing, and 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. Temporary systems are to be considered service work.
12. For the purpose of instruction and training, non-bargaining unit employees of the Employer or the Employer's vendors or contractors may perform work of a technical nature related to testing, monitoring and diagnosing problems.

ARTICLE VIII

Building Trades Work

13. Any other work in the control of the Employer signing this Agreement that falls in the jurisdiction of the Union, but not in the scope as outlined in Article VII or Article XXV, shall be done in accordance with the prevailing building trades agreement of the local union having jurisdiction for that type of work.

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 may be required to pass a qualifying exam for Service Journeyman as to their skills. They shall be allowed to perform all of the work covered under this Agreement.
15. **Servicemen (MES)** must have practical working experience in the residential and/or commercial mechanical equipment and/or plumbing service field. They may be required to pass a qualifying exam for Servicemen or a qualifying plumbing exam as to their skills. 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 technical 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** shall be governed by the home 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.

17. **Tradesmen (MEST)** shall be allowed to perform routine maintenance, service and inspections on all existing systems regardless of size or location, including:
- a) Systems operations under contract with customer
 - b) Filter changing
 - c) Oiling and greasing
 - d) Belt adjusting or replacement
 - e) Cleaning of cooling towers, coils, evaporator and condenser tubes
 - f) Water treatment
 - g) General housekeeping
 - h) Truck driving including pick-up and delivery of parts or equipment
 - i) Indoor Air Quality (IAQ) related work
 - j) Installation and replacement of all residential single unitary heating, and air conditioning and plumbing systems
 - k) Drain and sewer cleaning
 - l) Cleaning and routine maintenance of solar energy equipment
 - m) HVAC power electronics control devices and building controls

The assignment of Tradesmen duties, including facility management, may be adjusted to meet local conditions through an approved Schedule "A."

18. No Employee shall receive any change in classification as defined in Article IX or any reduction in basic wage rate or fringes as a result of this Agreement or any approved Schedule "A."

ARTICLE X

Hiring and Use of Employees

19. For the purpose of this Agreement the words "Home Local Jurisdiction" shall mean the jurisdiction where the Employee's fringe benefit contributions and deductions are regularly contributed.
20. The Employer will first request qualified Employees from the local union in the jurisdiction of the Employer's place of business or the local union in the jurisdiction in which the work is to be performed. The local union, upon such request, agrees to furnish to the Employer duly qualified Employees, including those with special skills where applicable, in a sufficient number, as determined by the Employer, to properly execute all work covered by this Agreement. The Employer shall retain the right to interview and reject any applicant referred by the union.
21. In the event the local union is unable to supply the requested number of qualified and competent Employees, the Union, upon request by the Employer, agrees to notify other local unions of the availability of work and will request these local unions to refer such qualified Employees to the Employer.
22. If neither the local union nor the Union is able to supply competent and skilled Employees satisfactory to the Employer within forty-eight (48) hours, the Employer may hire such persons wherever available, subject to the provisions of Article IV, and train such persons to perform the work required. It is understood that consideration for such employment and training shall be given to Employees with previous experience in the service and maintenance industry.

23. When the local union or the Union is unable to provide qualified Employees, the Employer may, upon written notification to the local union, including start date, hire Probationary Service Employees for a period not to exceed six months, for the purpose of evaluating the capabilities of the Employee.
24. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provision or by any other aspect or obligation of union membership, policy or requirement; no distinction in treatment will be made based on religion, color, age, national origin, sex, disability or on any other basis prohibited by applicable law.
25. The Employer reserves the right to perform background checks for applicants and current Employees consistent with the MSCA/UA recommended guidelines (see Appendix).
26. The Employer may use Employees from its regular work force for initial start-up of newly installed systems, as well as testing, adjusting and balancing to verify and document air and hydronic flow rates, 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 and testing and balancing 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, shall obtain such help from the local union having jurisdiction, if qualified help is available.
27. The Employer may, at its discretion, for work covered under Article VII of this Agreement, assign Employees from their Home Local Jurisdiction to work on a job within the territorial jurisdiction of another local union. The Employer may initially assign three Employees to work outside their Home Local Jurisdiction. 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 assigned on an alternating basis as follows: first, from their Home Local Jurisdiction; second, from the local union jurisdiction where the work is being performed; third, from their Home Local Jurisdiction; and so on. A maximum of five from the Home Local Jurisdiction shall be permitted, unless a larger number is agreed to in writing between the Employer and the local union where the job is being performed.
28. Any Employee performing service work in the jurisdiction of a local union, other than his/her Home Local Jurisdiction for a period of more than sixteen (16) hours per week, shall notify the local union in whose jurisdiction the work is being performed. When an Employee is assigned to work service outside his/her Home Local Jurisdiction for more than sixteen hours in a standard work week within any one jurisdiction, and when the hourly taxable wage rate in the jurisdiction where the Employee is working differs from the rate in his Home Local Jurisdiction, the higher taxable wage rate shall apply after the first sixteen hours of work. All of the legally negotiated fringe benefit contributions or deductions under the Employee's Home Local Jurisdiction's agreement shall be paid only to the Trustees of the Fringe Benefit Funds of the Home Local Jurisdiction.
29. If an Employee is scheduled to work in a jurisdiction outside of his/her Home Local Jurisdiction on a job for a period exceeding 15 consecutive working days, after 15 days all the legally negotiated fringe benefit contributions or deductions in the jurisdiction where the Employee is working shall be paid to the Trustees of the Fringe Benefit Funds of the local union in the jurisdiction where the Employee is working.
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.

31. The parties to this Agreement recognize the need to provide a drug-free and alcohol-free workplace. Therefore, if the local union, in the jurisdiction where the Employer is performing work, has in place a negotiated drug and alcohol policy with the recognized contractor group which is consistent with the model plan recommended by the United Association/Mechanical Contractors Association of America, Inc. ("MCAA") (see Appendix), this policy shall apply. Where the local union has no drug and alcohol policy in effect in the jurisdiction where the Employer is performing work, or where the policy is not consistent with the UA/MCAA model drug policy, the Employer may implement a drug and alcohol policy consistent with the model plan recommended by the UA/MCAA. A copy of any drug and alcohol policy, including testing procedures, shall be furnished to the local union in the jurisdiction where the Employer is performing work.

ARTICLE XI

Subcontracting

32. In order to preserve bargaining unit work under this Agreement, the Employer shall make every reasonable effort to utilize Employees covered by this Agreement to meet its contractual client commitments for work covered under the scope of this Agreement. In the event the Employer needs to subcontract bargaining unit work, the Employer will notify the local union of its wish to subcontract such work. The local union will then be given seven (7) days from the date of such notice to identify qualified subcontractors available to perform the work. If, after seven (7) days, no contractors are identified and available, the Employer can subcontract the work to any qualified contractor. However, in the event of an emergency or other urgent operational concerns which require more expeditious action, such notice period may be shortened as circumstances dictate. The Employer shall not subcontract any work except to a firm or contractor that pays union standard wages, benefits and other economic conditions comparable to this Agreement.
33. The Union and the Employer understand the customer may, at his discretion, choose to perform or directly subcontract for any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has contracted to perform.

ARTICLE XII

Wages, Benefits and Hours of Work

34. Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 6:00 a.m. and 10:00 a.m. Forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work or as mutually agreed to by the Employer and local union. 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.
35. The Employer shall determine for any Employee the starting and quitting time of a normal established work day of eight (8) hours with an unpaid lunch period not to exceed one (1) hour.
36. 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.

37. For all Employees covered by this Agreement wage rates, contributions or deductions for fringe benefit plans, programs, or funds, union dues, vacations, holidays, sick pay, International Training Fund (ITF) contributions and industry promotion contributions shall be in accordance with the established local agreement covering service pursuant to paragraph 11 or per a Schedule "A" for the jurisdictional area. However, if the provisions of said local agreement are in conflict with this Agreement, this Agreement shall prevail; and provided further, that all payments and contributions to the MSCA shall be in accordance with the provisions of Article XXII of this Agreement, without regard to the provisions of any local agreement.
38. In agreeing to pay fringe benefit funds for Employees established in local agreements, the Employer hereby adopts and agrees to be bound by the written terms of such legally established local trust agreements and the ITF trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such local and ITF trust agreements to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer. Nothing contained in this paragraph is intended to require the Employer to become a party to, or be bound by, the local collective bargaining agreement except for the fringe benefit fund contributions and other monetary payments and conditions as required herein, nor is any signatory Employer required hereby to assign its bargaining rights or become a member of any employer group or association as a condition for making such contributions.
39. If the Employer fails to make contributions to the trust funds set forth in Article XII, the Employer shall be liable for all costs of collecting the payments together with legal and audit fees, interest at the highest rate permitted by the state in which the delinquency occurred, and such late payment fees and liquidated damages as may be assessed by the trustees. If an Employer fails to make contributions to any of the Funds set forth in Article XII, such failure shall be grounds for termination of this Agreement with thirty days written notice.
40. Service Journeymen - Rate of pay, fringes and benefits as specified in the local agreement for Service Journeymen.
41. Servicemen (**MES**) – Rate of pay, fringes and benefits as negotiated per Schedule "A" (for a complete list of all approved Schedule A's go to www.msca.org).
42. Service Apprentices -- Rate of pay, fringes and benefits as specified in the local agreement for Service Apprentices or as negotiated per Schedule "A".
43. Tradesmen (**MEST**) – Rate of pay, fringes and benefits as negotiated per Schedule "A." The Employer may carry all such Employees on a health/welfare plan from an alternate source as approved by the Union.
44. Probationary Service Employees – Pursuant to paragraph 23, the Employer is free to establish the wage and fringe benefits rates for each individual Probationary Service Employee based on experience and training. Probationary Service Employees may be disciplined and/or terminated for any reason in the sole discretion of the Employer without recourse to the grievance and arbitration provisions of this Agreement.
45. Pay day shall be once each week no later than the fifth day following the end of the Employer's weekly payroll period. However, if mailed, Employers will mail such checks no later than the third working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option

of the Employer and signed permission of Employee-in either negotiable payroll check or by electronic or automatic direct deposit. When Employees are laid off or discharged, they shall be immediately paid all wages due. However if payment comes from a central facility, and it is permitted by state law, payment may be sent via U.S. Priority Mail within three working days of last day worked. Employees must recognize Employer's requirements regarding the timely submission of all time records/work orders.

46. When an Employee reports for work during the regular work day and is not given the opportunity to work, and was not notified before completing the previous day's work, the Employee shall be paid two (2) hours reporting time.
47. If on-call time is required and the rate of pay is not covered by a local agreement, the rate of pay for on-call time will be agreed to by the Employer and the Employee and approved by the local union.
48. Should a Project Maintenance Agreement ("PMA") or a Project Labor Agreement ("PLA") be entered into by the United Association or its local union, which contains wages and working conditions more advantageous than set forth in this Agreement, an Employer performing work covered by this Agreement shall be eligible for these more advantageous terms for work performed at the applicable PMA or PLA job site.

ARTICLE XIII

Temporary Shift Work Conditions

49. When so elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be paid at a rate not to exceed 15% above the straight time hourly rate of pay. Temporary shifts shall be for a minimum of five (5) consecutive days.
50. All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday through Saturday inclusive, shall be at a rate not to exceed time and one-half of the Employee's regular shift rate of pay. Time worked on Sundays and holidays shall be paid in accordance with the local agreement covering service at a rate not to exceed double time the Employee's regular shift rate of pay.
51. When work cannot be performed during the normal established work day, special temporary working hours can be established by mutual agreement between the Employer and local union.

ARTICLE XIV

Permanent Shift Work Conditions

52. For plants, complexes and/or projects, a shift system may be utilized when work is performed on a seven (7) day continuing basis. The names of those Employees employed on permanent shifts will be published, showing shift rotation and the working shift or the day off for each Employee, for a period of at least three (3) months.
53. The shift rate premium for the second shift shall not exceed 10% of the first shift rate and the shift rate premium for the third shift shall not exceed 15% of the first shift rate.

54. The standard workday under permanent shift working conditions shall be eight (8) hours of continuous employment. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and all time worked on either one of the two scheduled days off shall be paid at a rate not to exceed time and one-half.

ARTICLE XV Safety

55. Employers, Employees and the Union recognize the importance of working in a safe environment. It is to the benefit of all parties to provide safety training and to comply with all safety regulations and policies.

ARTICLE XVI Uniforms and Tools

56. All Employees shall keep themselves clean and neat. When special uniforms are required by the Employer, the Employer shall supply such uniforms.
57. Employees shall keep equipment and company-owned vehicles, within their control, in a neat, clean and safe condition.
58. Employees doing service or maintenance work may be required to furnish their own hand tools. Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltage and amperages shall not be deemed hand tools and shall be furnished by the Employer. Employees' tools that are broken or damaged shall be repaired or replaced by the Employer. Employees shall be responsible for tools, equipment, vehicles and instruments supplied by the Employer, provided mutual security arrangements are made. The Employee shall not be liable for replacement of lost or stolen tools except in cases of gross negligence. Employee shall provide Employer a detailed and updated personal tool list for purposes of replacement in case of theft or vandalism.

ARTICLE XVII Travel and Subsistence

59. Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, the Employee shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.
60. The Employer shall provide Employees with a company vehicle when necessary in the performance of their duties. However, Employees covered by this Agreement are permitted, on a temporary basis, to use their personal vehicles for transportation from home location to job and from one job to another during the work day and may transport tools and materials. Under such circumstances Employees shall receive the current IRS Auto Mileage Allowance per mile for the use of their vehicle. Where there is a local agreement clearly defining mileage rate for use of personal vehicles for service and maintenance work, the local provisions shall prevail.

61. All Employees who drive company vehicles will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license at their discretion in accordance with the Employer's policies. The Employer shall be required to maintain adequate insurance on each company vehicle for all permitted uses of the vehicle by the Employee.
62. All travel time, in excess of reasonable commuting time, before and after an Employee's normal work hours shall be paid for at straight time, and such travel shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked.
63. Reasonable commuting time shall be that time required for Employees to travel to and from job assignments within a 50 mile radius or one hour drive time of their established residence (normally the Employer's local office or a designated point to which the Employee is permanently assigned).

ARTICLE XVIII

No Strike, No Lockout

64. Neither the Union nor any of the Employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of materials or persons in or out of places where the Employer is doing business. In the event of the termination of a local agreement and a subsequent work stoppage, the Employer and Employees working under that collective bargaining agreement shall recognize this work stoppage, except in the performance of service, maintenance and operations work as defined in Article VII, paragraph 11 and all work covered under Article XXV of this Agreement. All Employers working Employees under conditions of this paragraph shall be bound by the terms of the local agreement to the extent it is incorporated into this Agreement on a day-by-day basis that was in effect prior to the work stoppage and all Employees so worked are to be bound by the terms of the newly negotiated agreement. The Union agrees to exert every effort through its international and local officers and representatives to end any unauthorized interruption of work. The Employer will not engage in any work slowdown or lock out any of the Employees covered by this Agreement.
65. The parties agree that, in the manner set forth in Article XIX, they will submit to arbitration all grievances and disputes that may arise between them and any misunderstandings to the meaning or intent of all or any part of this Agreement. However, the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of this Article. In the event of a lockout, or a strike, slowdown, work stoppage, or other curtailment or interference with the Employer's operations the parties agree that any claims for relief, including damages, are to be immediately submitted to arbitration following the grievance procedure as set forth in Article XIX. However, under these circumstances, the grievance procedure shall commence with Step 4b, specified in Article XIX, Paragraph 68.

ARTICLE XIX

Grievance Procedure and Arbitration

66. Where a disagreement exists between the Employer and a local union or the Union concerning whether or not a given provision of the local agreement should apply, or regarding the intent, meaning,

application or compliance with the terms of this Agreement, it shall be resolved in accordance with the grievance procedure covered in this Article. Such disagreement shall be submitted in writing (see sample Grievance Form in Appendix) for resolution within ten (10) days from the date of the occurrence or from the date it reasonably could have been discovered by the parties involved in accordance with the grievance procedure covered in this Article. There shall be no work stoppage during arbitration or grievance procedures.

67. There shall be established an Arbitration Board consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the MSCA. Either party shall have the right to appoint alternates for its representatives. Within thirty (30) days after the signing and execution of this Agreement, the MSCA and the Union shall notify each other of their respective appointments to the Arbitration Board. The Board shall elect a chairman and a secretary from its members. Two representatives of the Arbitration Board shall constitute a quorum provided there is at least one representative appointed by the Union and one representative appointed by the MSCA present at such meeting. No action shall take place unless a quorum is present. At all meetings the Union representatives and the MSCA representatives shall have equal voting strength.

68. When a dispute arises, the resolution and/or settlement shall proceed as follows:

Step 1: On a local basis between the local union and the local contractor involved. If this dispute is not settled within five (5) working days, proceed to:

Step 2: The grievance shall be settled between Union representatives of the national office and the Employer or their designated local association representative. If not settled within thirty (30) working days, proceed to:

Step 3: The grievance shall be settled between the Union Director of HVACR Service or his designee and representatives of the MSCA. If not settled within thirty (30) working days, proceed to:

Step 4: The grievance shall be reduced to writing in terms of the issue(s) to be arbitrated and shall be filed with the chairman of the Arbitration Board. The chairman shall notify the other members of the Arbitration Board, within five (5) days, of a time and place for a hearing to be held within thirty (30) days after the filing of request for arbitration. If the Arbitration Board is unable to reach a majority decision within seven (7) days after the hearing, proceed to Step 5.

Step 4b: (This step of the grievance procedure applicable ONLY to any grievance involving a lockout or any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business.) The grievance shall be reduced to writing in terms of the issue(s) to be arbitrated and shall be filed with the chairman of the Arbitration Board. The chairman shall notify, within twenty-four (24) hours, the other members of the Arbitration Board of a time and place for a hearing to be held within three (3) business days. By agreement of the parties, the hearing may be conducted by telephone conference call.

If the Board is unable to reach a majority decision within twenty-four (24) hours after the hearing, proceed to Step 5.

Step 5: The matter shall be promptly submitted to an impartial arbitrator whose decision shall be rendered in writing and be binding on all parties. If agreed to by both parties, the use of the Industrial Relations Council shall be allowed as an alternative to the use of the impartial arbitrator under this step.

If required, one-half of the expense of the Arbitration Board and the impartial arbitrator shall be borne by the Union and the other half shall be borne by the MSCA and/or the Employer as determined by the MSCA.

69. In the event that a matter is to be submitted to an impartial arbitrator, one may be selected by unanimous agreement of the Arbitration Board members. If the Board cannot agree on an arbitrator within a period of ten (10) days, then the Arbitration Board shall request the Federal Mediation and Conciliation Service to submit to the Arbitration Board a list of five persons suitable for selection as an impartial arbitrator. If the Arbitration Board cannot agree upon one of the persons named on the list, then the impartial arbitrator shall be selected by striking from the list a name alternately, until one name remains. The remaining person shall be the impartial arbitrator and shall be notified of his selection by the chairman of the Arbitration Board. At no time shall the selection of an impartial arbitrator exceed sixty (60) days from the date the time limits have expired in Paragraph 68, Step 4 or 4b, if applicable.
70. The authority of the Arbitration Board and of the impartial arbitrator shall be limited to the interpretation and enforcement of the express language of this Agreement as applied to the specific grievance or issue stated in the request for arbitration. The Arbitration Board and the impartial arbitrator shall have no authority or jurisdiction, directly or indirectly, to add to, subtract from, change, modify or supplement any of the specific provisions of this Agreement.
71. With the mutual consent of the Union and MSCA, any of the time limits set forth above may be extended and any of the steps may be waived. However, failure to comply with the established time limits may result in a dismissal of the grievance with mutual agreement of the Union and MSCA.

ARTICLE XX

Schedule “A” to the National Service and Maintenance Agreement

72. A Schedule “A” with “special conditions,” including but not limited to wages and benefits, can be made a part of this Agreement for a specific geographical jurisdiction or project. Request for implementation of a Schedule “A” shall be made in writing to the Joint UA/MSCA Labor Committee, hereinafter called “Joint Committee,” by a local union or contractor signatory to this Agreement through the MSCA or the Union. Such Schedule “A” shall be negotiated by a committee as appointed by the Joint Committee within sixty (60) days of receipt of such request. The Schedule “A” must be approved by both the UA General President and the MSCA Chairman and shall become a part of this Agreement for all Employers signed to this Agreement working in that jurisdiction. (See Appendix for sample Schedule A or go to www.msca.org for a complete list). If the UA General President or the MSCA Chairman declines to approve or cannot come to agreement on such Schedule A, then either the UA or MSCA may submit in writing the unresolved issues to the Industrial Relations Council for decision. The decision of the Joint Committee or the Industrial Relations Council shall be final and binding.
73. A Schedule “A” may also become part of this Agreement upon termination of or absence of a local agreement covering service. Request for implementation of such Schedule “A” shall be made in writing to the Joint Committee by a local union or contractor signatory to this Agreement through the MSCA or the Union. Such Schedule “A” shall be negotiated by a committee as appointed by the Joint Committee within thirty (30) days of receipt of such request. The Schedule A must be approved by both the UA General President and the MSCA Chair and shall become a part of this Agreement and all Employers signed to this Agreement working in that jurisdiction shall be bound to the terms. If such

committee, as appointed by the Joint Committee, does not resolve all issues, either or both of the parties comprising such committee shall promptly submit in writing the unresolved issues to the Industrial Relations Council for decision. The decision of the Joint Committee or the Industrial Relations Council shall be final and binding. There shall be no work stoppage with respect to service, maintenance and operations, as defined in Article VII, paragraph 11 or all work as defined in Article XXV of this Agreement, while any issue is pending before the Joint Committee or the Industrial Relations Council.

74. In areas where a Schedule "A" has been implemented, there shall be established an Oversight Committee, as appointed by the Joint Committee, to oversee implementation of the Agreement and Schedule "A" for that area. The Oversight Committee will meet on a regular basis to ensure all Employers and Employees working under the Agreement and Schedule "A" in that 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 MSCA Executive Director.

ARTICLE XXI

Savings Clause

75. Where there is a conflict in meaning, interpretation or application between this and local agreements, this Agreement shall apply.
76. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal or any state government, the Employer, MSCA and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an Article or provision which will meet the objections to its invalidity, and which will be in accord with the intent and purpose of the Article or provision in question. In such case the remainder of this Agreement shall not be affected and shall continue in full force and effect.
77. A signatory Employer of this Agreement is not required to sign any local service agreements. If requested, such signatory Employer must subscribe in writing to the local trust agreement.
78. If the Union, or any local union of the Union, has at the present time or at any time hereafter, an agreement with any Employer or association of employers engaged in work covered by this Agreement, with terms and conditions more advantageous to the Employer or association of employers than the terms and conditions provided for in this Agreement, a similarly situated Employer shall be entitled to use such advantageous terms and conditions upon notice to the Union. Any approved Schedule "A" shall not be the basis for invoking this paragraph.

ARTICLE XXII

Mechanical Service Contractors of America

79. The Employer agrees to pay to the MSCA the contribution rate as established by MSCA per manhour for all hours of service, maintenance and operations work performed within the scope of this Agreement, as defined in Article VII, Paragraph 11, and all work performed under Article XXV by all classifications of Employees in the employ of the Employer. This includes work both within the home local jurisdiction and work outside of the home local. The Employer agrees that it shall make said payments to the MSCA in accordance with MCAA/MSCA's reporting and payment procedures, as

enacted or subsequently amended. A copy of the payment and reporting procedures are available upon request. Failure to comply with MCAA/MSCA reporting and payment procedures may result in the Employer's inability to perform work under this Agreement.

80. If the Employer fails to make contributions to the MSCA as required by Paragraph 79, the Employer shall be liable for all costs of collecting the payments together with legal and audit fees, interest at the highest rate permitted by the state in which the delinquency occurred and any late payment fees and liquidated damages.
81. Money received as a result of said payments shall be administered by the Board of Managers of the MSCA for the purpose of furthering the best interests and welfare of the organized sector of the mechanical equipment service and maintenance industry. Such purposes may include, but are not limited to, meeting the expenses of operating the MSCA, expenses for industry public relations efforts, public education as applied to the mechanical equipment service and maintenance industry, expenses connected with the promotion of stability of relations between labor and management in the industry and for such other purposes as determined by the MSCA Board of Managers. The MSCA shall not use money received as a result of said payments for lobbying or publicizing legislation harmful to unions, for subsidizing Employers during a strike, for litigation against unions or for any other purpose contrary to the interests of the Union.
82. The aforesaid payments to the MSCA shall be in addition to, and not in lieu of, any payments made into any local, area or statewide industry promotion fund or similarly denominated fund in accordance with any local, area or statewide agreement, i.e., an agreement between a Union affiliated body and contractors in the mechanical equipment service and maintenance industry.
83. The Board of Managers shall keep true and accurate books of account and records of all their transactions, which shall be audited annually by a certified public accountant. Upon request, a statement of the results of each audit shall be forwarded to the Union, and shall at all times be available for inspection by the Union at MSCA's principal office. Upon the written request of the Union, the Board of Managers shall provide the Union with full and accurate information regarding the operation and administration of the MSCA, or any aspect thereof.

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 to 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.
85. In the event that any signatory Employer has performed fewer than 4,000 hours of work subject to this Agreement in any six month period, the Union may terminate this Agreement with respect to such signatory Employer by giving sixty (60) days written notice of termination.
86. Each signatory Employer who has not terminated this Agreement, pursuant to Paragraph 84 above, agrees to be bound to any amendments, modifications, changes, extensions or renewals of or to this Agreement negotiated or agreed to by the Union and the MSCA.

87. The Agreement may be modified by the Union and the MSCA. Notice of proposed modification must be given in writing by either the Union to the MSCA or the MSCA to the Union at least sixty (60) days prior to August 1st of each year.
88. In the event a notice of proposed modification is given by either the Union or the MSCA to the other and agreement on a modified Agreement is not reached by the anniversary date, both the Union and the MSCA agree to continue to work under the terms of this Agreement.

ARTICLE XXIV

Joint UA/MSCA Labor Committee

89. There shall be established a Joint UA/MSCA Labor Committee with an equal number of representatives for the Union and for the Employer and MSCA. MSCA and the UA may, at their sole discretion appoint, substitute or terminate the appointment of their respective organizations' representatives on the Joint Committee.
90. The Committee shall be vested with the authority to explain and interpret the provisions of this Agreement. All questions regarding the meaning and intent of the Agreement should be addressed to the Committee.

ARTICLE XXV

New Construction, Installation and Remodel of Refrigeration Systems

91. This Article shall apply to the installation and remodel of all new or add-on refrigeration systems including ammonia, cryogenic cold box systems, supermarket refrigeration systems and ice rinks including fabricating, assembling, erecting, installing, and the handling, unloading, distributing, reloading and hoisting of all piping materials, appurtenances and equipment used in connection with the installation of such systems by any method, including all hangers and supports of every description.
92. The work described in this Article must be performed in accordance with the working conditions, Employee classifications, rates of pay and fringe benefit contributions of the prevailing local agreement covering the installation work being performed. When those terms are not consistent with this Article, this Article shall prevail. Employees working under this Article may be required to pass a qualifying exam for Refrigeration.
93. The Employer must provide 48 hours notification prior to beginning work to the local union having jurisdiction where the work is being performed.
94. By mutual agreement between the Employer and the Union, the standard work week (Monday – Friday) can be established to consist of four consecutive ten hour days. The pay for all hours worked, as described in this paragraph, shall be at the appropriate straight time rate and not subject to overtime provisions.
95. When so elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be

paid at a rate not to exceed 15% above the straight time hourly rate of pay. Temporary shift shall be for a minimum of three (3) consecutive days.

96. The Employer shall be permitted, for work covered by this Article, to assign a Foreman and the first three Employees from their Home Local Jurisdiction to installation jobs 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 assigned on an alternating basis as follows: first, from the Home Local Jurisdiction; second, from the local union jurisdiction where the work is being performed, where available; third, from the Home Local Jurisdiction; and so on. A maximum of six from the Home Local Jurisdiction shall be permitted, unless a larger number is agreed to in writing between the Employer and the local union where the work is being performed.
97. In agreeing to pay fringe benefits as established in the applicable local agreement of the local union having jurisdiction where the installation work is being performed, the Employer hereby adopts and agrees to be bound by the written terms of such legally established trust agreements and the ITF trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such local and ITF trust agreements to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer. Nothing contained in this Article is intended to require the Employer to become a party to or a signatory of the local collective bargaining agreement, nor is any Employer required hereby to assign its bargaining rights or become a member of any employer group or association as a condition for making such contributions.
98. In areas where local conditions impede the Union and Employers from attaining work as outlined in Article XXV, the provisions of this Article may be modified by mutual agreement of the Union and the Employer through an approved Schedule "A."
99. All other provisions of this Agreement shall apply to work described in this Article XXV, except to the extent such provisions are inconsistent with the provisions of this Article XXV.

**Mechanical Contractors Association
of America, Inc. (MCAA)**



Armand Kilijian
President, MCAA
Date: 08/01/2021

**United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of the
United States and Canada (UA),
AFL-CIO**



Mark McManus
UA General President
Date: 08/01/2021

**Mechanical Service Contractors
of America (MSCA)**



Mike Star
Chairman, MSCA
Date: 08/01/2021

We, the undersigned Employer, on behalf of itself and all its subsidiaries and branches, whether in existence or operation at the time of execution hereof, or later while the undersigned Employer is signatory to this Agreement, hereby becomes signatory to this National Service and Maintenance Agreement as of this date and agrees to comply with all terms of this Agreement in fact and in intent.

Signed and subscribed to this ____ day of _____, 20 ____

Name of Company _____

By _____
(please print name)

Signature: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone No. () _____ FAX No. () _____

E-mail address: _____ Tax I.D. No. _____

Listed below, for information purposes, are the names and addresses of all the Employer's subsidiaries or branches, all of which shall become subject to this Agreement by reason of the Employer's becoming signatory hereto. (Failure to list below the names and addresses of all the Employer's subsidiaries and branches does not exclude any non-listed subsidiary or branch from the coverage of this Agreement.)

If none, so state: ____ None

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada, AFL-CIO**

General President

Date: _____

(NOTE: Agreement only valid when signed by UA General President)

Installation of Pneumatic and DDC Control Systems Addendum

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

1. This Addendum shall apply to the installation and programming of all pneumatic and DDC control systems including manufacturer installed integrated electronic controls and safety devices mounted on mechanical equipment and/or controlling mechanical equipment.
2. Low voltage wiring may also be performed on any renovation, remodel or service project under the terms of this Agreement.
3. The work described in this Addendum must be performed in accordance with the working conditions, Employee classifications, rates of pay and fringe benefit contributions of the applicable local agreement covering the installation work being performed under the terms of Paragraph 1 above. When those terms are not consistent with this Addendum, this Addendum shall prevail. In areas where local rates or working conditions restrict UA members or Employers from attaining this type of work, this Addendum can be modified as agreed to by the Union and the Employer through an approved Schedule A.
4. The Employer shall be permitted, for work covered by this Addendum, to assign the first three Employees from his/her Home Local Jurisdiction to installation projects 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 Employees shall be assigned on an alternating basis from the Home Local Jurisdiction as follows: first, from the Home Local Jurisdiction; second, from the local union jurisdiction where the work is being performed, where available; third, from the Home Local Jurisdiction; and so on. A maximum of five from the Home Local Jurisdiction shall be permitted, unless a larger number is agreed to in writing between the Employer and the local union where the work is being performed.
5. The Employer must provide 48 hours notification prior to beginning work to the local union having jurisdiction where the work is being performed.
6. By mutual agreement between the Employer and the Union, the standard work week (Monday – Friday) can be established to consist of four consecutive ten hour days. The pay for all hours worked, as described in this paragraph, shall be at the appropriate straight time rate and not subject to overtime provisions.
7. When so elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be paid at a rate not to exceed 15% above the straight time hourly rate of pay. Temporary shift shall be for a minimum of three (3) consecutive days.
8. In agreeing to pay fringe benefits as established in the prevailing local agreement of the local union having jurisdiction where the installation work is being performed under the terms of Paragraph 1 above, the Employer hereby adopts and agrees to be bound by the written terms of

such legally established trust agreements and the ITF trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such local and ITF trust agreements to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

Nothing contained in this Addendum is intended to require the Employer to become a party to or a signatory of the local collective bargaining agreement, nor is any Employer required hereby to assign its bargaining rights or become a member of any employer group or association as a condition for making such contributions.

9. When an Employee is assigned to work outside his home local union, all of the legally negotiated fringe benefit contributions or deductions under the Employee's home local union's agreement, shall be paid only to the Trustees of the Fringe Benefit Funds of the home local union.
10. The Employer agrees to make every reasonable effort to utilize employees covered by this Agreement for all work described herein. However, the Employer reserves the right to sublet or subcontract any work coming under this Article to be performed at the site of construction and/or offsite control-related fabrication, after reasonable documented effort has been made to perform the work with employees covered by this Agreement or a local agreement. The Employer agrees not to enter into any contract at the site of construction which would limit or deprive the Employer of the right to control the work to be performed at the job site. However, the Union and the Employer understand the customer, at its discretion, may choose to perform or directly subcontract for any part or parts of the work described herein.
11. All other provisions of the Agreement shall apply to work described in this Addendum, except to the extent such provisions are inconsistent with the provisions of this Addendum.

**United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of the United
States and Canada (UA)**



Mark McManus
General President, UA
Date: 08/01/2021

**Mechanical Service Contractors
of America (MSCA)**



Mike Star
Chairman, MSCA
Date: 08/01/2021

The undersigned Employer agrees to comply with all the terms and conditions of this Installation of Pneumatic and DDC Control Systems Addendum

Name of Company _____

By _____
(please print name)

Signature _____ Date _____

APPENDIX

MSCA/UA BACKGROUND CHECK GUIDELINES

The UA and MSCA have agreed to the following Guidelines for Employers signatory to this Agreement who wish to conduct background checks on new applicants and current Employees. Employers may adopt policies so long as they are fully consistent with these Guidelines.

1. An Employer may conduct background checks as described herein on all applicants for employment or current Employees as required by an Employer's customer.
2. An Employer may directly, or through the use of a "consumer reporting agency" (as defined in the Fair Credit Reporting Act ("FCRA")):
 - a. obtain criminal conviction records (non-juvenile and within the past seven years);
 - b. obtain driving records (when the employee's duties include or are expected to include operation of a company vehicle);
 - c. conduct a Social Security trace
 - d. verify references;
 - e. verify employment history; and
 - f. any other information as may be required by Customer.
3. An Employer may not conduct a personal credit check or an investigative consumer report which would provide information on an individual's character, general reputation, personal characteristics or mode of living.
4. Individuals for whom a background check is conducted may be required to execute an Authorization Form allowing such background check. Such authorizations shall not require any individual to waive rights available to him under the FCRA or other applicable law, or to relieve an Employer of liability under the FCRA or applicable law in connection with such background check.
5. Individuals shall be provided, upon request, with a complete and accurate disclosure of the nature and scope of the background check, and a copy of any report (free of charge) prepared with respect to the individual.
6. If an Employer takes adverse action against an individual based on a background check, the Employer must notify the individual that adverse action has been taken for this reason, and must provide the individual with the opportunity to appeal that decision. The Employer will also provide a written notice of his rights under FCRA and any other applicable law. Adversely affected Employees will have access to the Agreement's grievance and arbitration provisions.
7. All background checks shall comply fully with applicable law, including but not limited to the FCRA.

**UNITED ASSOCIATION/MECHANICAL CONTRACTORS
ASSOCIATION OF AMERICA
SMART DISPATCH MODEL SUBSTANCE ABUSE TESTING
AND TREATMENT**

The following model substance abuse testing and treatment policy is published for consideration in local collective bargaining.

The objective of this Substance Abuse Testing & Treatment Program Policy (Policy and Program) is to provide consistent, fair, and manageable procedures for drug and alcohol screening of applicants and employees that will be accepted by participating contractors and job site Owners, and to maintain a central database of participating individuals in order to expedite their employment and access to job sites.

The purpose of the Policy and Program is to increase on-the-job safety and ensure high quality services and productivity to customers by denying job site presence to individuals whose abilities are impaired by drugs or alcohol or have otherwise violated this policy. The types of testing conducted under this Policy and Program will involve implementation, pre-employment, pre-access, random, post accident/incident, reasonable cause/suspicion, periodic, return to work, and probationary status/follow-up testing. This Policy and Program, along with any Employee Assistance Program (EAP) that may be in effect, will:

1. Help produce a safe, healthful and drug-free work place for all employees;
2. Increase Union market share with Owners/Customers;
3. Educate employers and employees on the signs, symptoms and consequences of substance abuse;
4. Improve work place safety and reduce substance abuse-related injuries and property damage;
5. Reduce substance abuse-related absenteeism and tardiness;
6. Refer employees with substance abuse problems to appropriate care and assistance;
7. Deter individuals from bringing, possessing, using, distributing or having in their systems alcohol or other drugs on work time or premises;
8. Improve the image of our industry;
9. Improve productivity and service quality.

** For a complete copy of the UA/MCAA Smart Dispatch Model Substance Abuse Testing and Treatment Program Policy, contact the UA or the MSCA.*

SAMPLE
Schedule A to the
NATIONAL SERVICE AND MAINTENANCE AGREEMENT
(see www.msca.org for a complete listing
of all approved Schedule A's)

Jurisdiction:

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 XII
Wages, Benefits, and Hours of Work

Paragraph 40 - 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 42 - Service Tradesman - Rate of pay shall be 50% of the Service Journeyman rate.

Fringe Contributions

	National or Local Pension Fund	Health and Welfare	Training	Industry Fund
Serviceman	1.50*	***** Local Contribution Rate *****		
Tradesman	1.00*	*****Local Contribution Rate *****		

* Fringe benefits paid on hours worked.

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.

(NOTE – Other provisions subject to modification based on needs of local area)

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

**Mechanical Service Contractors
of America (MSCA)**

General President, UA
Date:_____

Chairman, MSCA
Date:_____

**SAMPLE SCHEDULE A for Facility Operations
(to be negotiated per facility)**

Name of Facility: _____

Location of Facility: _____

Local Union Jurisdiction: _____

In accordance with Article IX, Paragraph 17 of the National Service and Maintenance Agreement, dated August 1, **2021**, this Schedule A is entered into on behalf of _____ (the “Employer”) for the facility listed above.

SPECIAL CONDITIONS

**ARTICLE VII
Scope of Work**

This Schedule “A” includes all facility operations and maintenance assigned to the Employer by the facility management, that has traditionally been performed by in-house maintenance personnel.

**ARTICLE IX
Classification of Employees**

Paragraph 17 – Modified to include the following classifications*:

- | | |
|----------------------|------------------------------------------------------------------------------------------------------|
| Tradesmen 1 - | Entry Level-Basic skill level required |
| Tradesmen 2 - | Intermediate Level-has the required knowledge, abilities and skills in the maintenance field |
| Tradesmen 3 - | Advanced Level-has the required knowledge, abilities, and skills for advanced maintenance operations |

(* *Classifications can be modified or expanded based on facility’s needs*)

ARTICLE XII
Wages, Benefits and Hours of Work**

(Under this Article, all wages, benefits and hours of work for Employees working under the terms of this Schedule A shall be negotiated between the Employer, Facility Management and the United Association)**

Fringe Contributions***

	<u>Local or National Pension Contribution</u>	<u>Health & Welfare (Local or company-sponsored)</u>
Tradesmen 1	<i>To be negotiated</i>	<i>To be negotiated</i>
Tradesmen 2		
Tradesmen 3		

***Fringe contributions paid on hours worked

Vacations and Holidays

Observed Holidays: *To be negotiated*

Eligibility for Holiday Pay: *To be negotiated*

Holiday Pay: *To be negotiated*

Vacation Pay: *To be negotiated*

Jury Duty: *To be negotiated*

Sick Leave: *To be negotiated*

ARTICLE XIV Shift Work Conditions

Paragraph 54 – In order to meet customer requirements should flexible work schedules be required (i.e. ten (10) hour shifts, seven (7) day operation, etc.) such schedules shall be mutually agreed to between the United Association and the Employer and be made part of this Schedule “A” (*or other such language necessary to meet facility management’s needs*).

Temporary Employees

Temporary employees shall be defined for the purpose of this Schedule A as those employees hired for a period not to exceed (number) days for the purpose of temporarily replacing permanent employees who are off for vacation, sick leave, holidays, jury duty, etc.

The (number) days may be extended by mutual agreement between the Employer and United Association.

United Association of Journeymen
And Apprentices of the Plumbing
And Pipe Fitting Industry of the
United States and Canada, AFL-CIO

“Employer”

General President, UA

Date:_____

“Employer”

Date:_____

SAMPLE FORM for FILING GRIEVANCE

Under National Service and Maintenance Agreement

Date:	
Name of Grievant:	Address:
Name of Party against whom the Grievance is Filed:	Address:
Job Name/Location:	Local Union No. and Union Representative:
Date of Violation:	Article(s) and Section(s) Violated:
Brief Description of Violation:	
(Attach additional sheets if necessary)	
Relief Requested by the Grievant (be specific):	
Grievant's Signature:	Date:

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

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Mechanical Service Contractors of America

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