



Mechanical Service Contractors of America

**MSCA**

# National Service & Maintenance Agreement

Effective Dates— August 1, 2005—July 31, 2010



# NATIONAL SERVICE AND MAINTENANCE AGREEMENT

Effective August 1, 2005 – July 31, 2010

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO  
901 Massachusetts Avenue, N.W.  
Washington, D.C. 20001  
(202) 628-5823  
[www.ua.org](http://www.ua.org)

MECHANICAL SERVICE CONTRACTORS OF AMERICA  
1385 Piccard Drive  
Rockville, MD 20850  
(301) 869-5800  
[www.msca.org](http://www.msca.org)



# TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I – Recognition	
Paragraph 2 .....	1
ARTICLE II – Non-Discrimination Clause	
Paragraphs 3-4 .....	1
ARTICLE III – Management Rights	
Paragraphs 5-6 .....	2
ARTICLE IV – Union Security	
Paragraphs 7-8 .....	2
ARTICLE V – Union Representation and Access to Jobs	
Paragraph 9 .....	2
ARTICLE VI – Geographical Territory and Trade Jurisdiction	
Paragraph 10 .....	2
ARTICLE VII – Scope of Service, Maintenance and Operations Work	
Paragraphs 11-12 .....	3
ARTICLE VIII – Building Trades Work	
Paragraph 13 .....	3
ARTICLE IX – Classification of Employees	
Paragraphs 14-17 .....	3
Paragraph 18 .....	4
ARTICLE X – Hiring and Use of Employees	
Paragraphs 19-24 .....	4
Paragraphs 25-30 .....	5
ARTICLE XI – Subcontracting	
Paragraph 31 .....	5
Paragraph 32 .....	6
ARTICLE XII – Wages, Benefits and Hours of Work	
Paragraphs 33-38 .....	6
Paragraphs 39-48 .....	7
ARTICLE XIII – Temporary Shift Work Conditions	
Paragraphs 49-51 .....	8
ARTICLE XIV – Permanent Shift Work Conditions	
Paragraphs 52-54 .....	8

ARTICLE XV – Safety	
Paragraph 55 .....	8
ARTICLE XVI – Uniforms and Tools	
Paragraphs 56-58 .....	9
ARTICLE XVII – Travel and Subsistence	
Paragraphs 59-63 .....	9
ARTICLE XVIII – No Strike, No Lockout	
Paragraphs 64-65 .....	10
ARTICLE XIX – Grievance Procedure and Arbitration	
Paragraphs 66-67 .....	10
Paragraphs 68-69 .....	11
Paragraphs 70-71 .....	12
ARTICLE XX – Schedule “A” to the National Service and Maintenance Agreement	
Paragraphs 72-74 .....	12
ARTICLE XXI – Savings Clause	
Paragraph 75 .....	12
Paragraphs 76-78 .....	13
ARTICLE XXII – Mechanical Service Contractors of America	
Paragraphs 79-82 .....	13
Paragraph 83 .....	14
ARTICLE XXIII – Duration and Termination	
Paragraphs 84-88 .....	14
ARTICLE XXIV – Joint UA/MSCA Labor Committee	
Paragraphs 89-90 .....	14
ARTICLE XXV – New Construction, Installation and Remodel of Refrigeration Systems	
Paragraphs 91-98 .....	15
Paragraphs 99-100 .....	16
SIGNATURE PAGE .....	17
Installation of Pneumatic and DDC Controls Systems Addendum .....	18
APPENDIX –	
MSCA/UA Background Check Guidelines .....	20
UA/MCAA Statement on Workplace Substance Abuse Testing and Treatment .....	21
Sample Schedule A .....	22
Sample Schedule A for Facility Operations .....	23
Sample Form for Filing Grievance .....	25
INDEX .....	26

1. This amended Agreement is entered into this 1<sup>st</sup> day of August 2005, 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, testing, balancing, adjusting, repair, modification and replacement of mechanical, refrigeration or plumbing equipment including related piping connections and controls in addition to all other service, maintenance and operations work in order to meet customer obligations. 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 the UA STAR 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 commercial mechanical equipment field. They may be required to pass the UA STAR exam for Servicemen as to their skills. Their scope of work shall include all work necessary to keep existing residential and unitary 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. A Serviceman's duties can be modified through an approved Schedule "A."
16. **Service Apprentices** shall be governed by the 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 and inspections on all existing systems, 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, air conditioning and plumbing systems
- k) Drain and sewer cleaning

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 Union" shall mean the local union in which the Employee is a member.
- 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 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 notification to the local union, 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 an Employee from its regular work force for initial start-up of newly installed systems, provided it has notified the local union having jurisdiction in that area. The working hours, fringes, conditions and rate of pay for such initial start-up work shall be paid in accordance with the local agreement under which the installation work was performed. Employees shall be permitted to work with the tools, and if they should need any extra help, 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 the first three Employees from the Employer's regular work force to work on a job within the territorial jurisdiction of another local union. The next two Employees with the required skills shall be from the local union jurisdiction where the work is being performed, with one Employee at a time being assigned, as needed. Thereafter, additional qualified Employees shall be hired on an alternating basis from the Employer's regular work force and the local union jurisdiction, to a maximum of five from the Employer's regular work force, unless a larger number is agreed to in writing between the Employer and the local union where the job is being performed.
28. Any Employee performing service work in the jurisdiction of a local union, other than his home local union, for a period of more than eight (8) hours per week, shall notify the local union in whose jurisdiction the work is being performed. These Employees shall pay working assessments and/or travel card dues, if any, only to their home local union unless the Employee is scheduled to work in this area for a period exceeding thirty (30) consecutive working days or the job duration is scheduled for more than thirty (30) days.
29. 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.
30. 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**

31. In order to protect wages and working conditions of Employees working for the Employer under this Agreement, the Employer shall make every reasonable effort to utilize Employees covered by this Agreement; however, the Employer reserves the right to subcontract any or all work referred to herein, after reasonable documented effort has been made to perform the work with Employees covered by this Agreement or the local agreement.

32. 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**

33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.

39. Service Journeymen - Rate of pay, fringes and benefits as specified in the local agreement for Service Journeymen.
40. 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](http://www.msca.org) or [www.ua.org](http://www.ua.org)).
41. Service Apprentices -- Rate of pay, fringes and benefits as specified in the local agreement for Service Apprentices or as negotiated per Schedule “A.”
42. 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.
43. 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.
44. 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 cash or 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 sheets/work orders.
45. When an Employee is assigned to work service outside his home local union for more than eight hours in a standard work week within any one jurisdiction, and when the hourly wage rate in the jurisdiction where the Employee is working differs from that of his home local union, the higher rate shall apply after the first eight hours of work. 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.
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 men employed on permanent shifts will be published, showing shift rotation and the working shift or the day off for each man, 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. Establishment of carelessness or negligence on the part of the Employee shall make the Employee liable for replacement of lost or stolen tools.

## **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 equal representation by the Union and 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 parties, any of the time limits set forth above may be extended and any of the steps may be waived.

## **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 Union 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](http://www.msca.org) or [www.ua.org](http://www.ua.org) for a complete list).
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. If such action does not resolve all issues, either or both of the parties 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 MSCA's reporting procedures, as enacted or subsequently amended.
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, 2005 through July 31, 2010 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 1<sup>st</sup> of each year (60 days notice), with such termination to be effective August 1<sup>st</sup> of the year in which such notice is given.
85. In the event that any signatory Employer has performed fewer than 2,000 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 1<sup>st</sup> 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 the UA STAR exam for Refrigeration.
93. When an Employee is assigned to work covered by this Article outside his home local union, and when the basic hourly Building Trades Journeyman and Apprentice rates differ from those of his home local union, the higher shall apply.
94. The Employer must provide 48 hours notification prior to beginning work to the local union having jurisdiction where the work is being performed.
95. 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.
96. 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.
97. The Employer shall be permitted, for work covered by this Article, to assign a Foreman and the first two Employees from the Employer's regular work force 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 Employees shall be hired on an alternating basis from the Employer's regular workforce and the local union jurisdiction, to a maximum of five from the Employer's regular workforce, unless a larger number is agreed to in writing between the Employer and the local union where the work is being performed.
98. 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, 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.

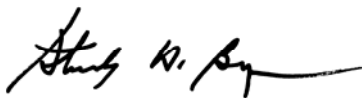
99. In areas where local conditions impede the Union and Employers from attaining work as outlined in Article XXV, the provisions of this Article may be modified by mutual agreement of the Union and the Employer through an approved Schedule "A."
100. All other provisions of this Agreement shall apply 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)

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

Signed

Signed



Stanley H. Berger  
President, MCAA  
Date: 7/1/05

William P. Hite  
UA General President  
Date: 6/29/05

Mechanical Service Contractors  
of America (MSCA)

Signed



Mark Kerney  
Chairman, MSCA  
Date: 6/29/05



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 prevailing 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 the Employer's regular work force 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 hired on an alternating basis from the Employer's regular workforce and the local union jurisdiction, to a maximum of five from the Employer's regular workforce, unless a larger number is agreed to in writing between the Employer and the local union where the work is being performed.
5. When an Employee is assigned to work covered by this Addendum outside his home local union, and when the basic hourly rates differ from those of his home local union, the higher shall apply.
6. The Employer must provide 48 hours notification prior to beginning work to the local union having jurisdiction where the work is being performed.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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)



William P. Hite  
General President, UA  
Date: 6/29/05

Mechanical Service Contractors  
of America (MSCA)



Mark Kerney  
Chairman, MSCA  
Date: 6/29/05

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 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  
STATEMENT ON WORKPLACE SUBSTANCE ABUSE TESTING  
AND TREATMENT\***

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

The United Association and the Mechanical Contractors Association of America believe that substance abuse testing, treatment and protection are as necessary in the skilled construction trades as they are in other high technology and safety-sensitive workplaces. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers subject to applicable state and federal law. MCAA and the United Association also recognize that broad mandates of such policies are being issued increasingly from both public and private purchasers of construction.

MCAA and the UA regard worker safety, health and well being as integral to top quality work performance and successful project delivery. Therefore, in the mutual interests of MCAA member firms, UA-represented workers and their families, and the purchasers of construction services, MCAA and the UA jointly subscribe to and recommend the following elements of substance abuse policies for local collective bargaining.

Substance abuse policies should be developed, subject to MCAA/UA local collective bargaining, and should include the following:

- a pass-through of more stringent public and/or private owner substance abuse and testing mandates;
- prohibitions against the possession and use of illegal substances at work;
- a prohibition against impairment at work;
- testing on the bases of pre-employment, unscheduled, for-cause, post-incident and return-to-work from treatment;
- stringent controls (such as computerized selection of individuals for unscheduled testing) against abuse in selecting individuals for testing;
- testing methods using non-invasive procedures;
- thresholds for positive results shall be at least as stringent as those required by the U.S. Department of Health and Human Services; and
- treatment coverage in full accord with the latest government standards for publicly mandated policies as well as federal and state individual privacy and disability laws.

Disciplinary action under substance abuse policies should be subject to negotiated dispute resolution mechanisms or adopted owner policy requirements.

The implementation of substance abuse policies should be fully documented so that necessary and appropriate changes can be made based on experience with the program.

Approved 02/22/99

*\* For a complete copy of the UA/MCAA Model Collective Bargaining Agreement Provisions for Workplace Substance Abuse Testing and Treatment, contact the UA or the MSCA.*

**SAMPLE**  
**Schedule A to the**  
**NATIONAL SERVICE AND MAINTENANCE AGREEMENT**  
 (see [www.msca.org](http://www.msca.org) or [www.ua.org](http://www.ua.org) for 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, 2005.

**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**

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

\* 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, 2005, 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)***

<b><u>Fringe Contributions***</u></b>	
<b>Local or National Pension Contribution</b>	<b>Health &amp; Welfare (Local or company- Sponsored)</b>

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**

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

## INDEX

### PARAGRAPH

Agreement Interpretation.....	75, 90
Apprentice Ratio.....	29
Arbitration Board.....	67
Background Checks.....	25
Bargaining Representatives.....	2
Building Trades Work.....	13, 91
Commuting Time.....	63
Driver's License.....	61
Drug and Alcohol Policy.....	30
Duration and Termination.....	84, 85, 86
Employee Classification Change.....	18
Favored Nations.....	78
Gender Neutral Clause.....	4
Grievance and Arbitration.....	65, 66, 68
Hiring.....	20, 21, 22
Home Local Union.....	19
Hours of Work.....	33, 34
Impartial Arbitrator.....	69, 70
Industry Funds.....	36, 82
Initial Start-Up.....	26
International Training Fund.....	36, 37
Installation Work.....	13, 91
Invalid or Unenforceable Articles or Provisions.....	76
Joint UA/MSCA Labor Committee.....	89, 90

## INDEX (continued)

Local Trust Agreements.....	37, 77
Local Union Jurisdiction.....	10, 28
Management Rights .....	5, 6
Mechanical Service Contractors of America .....	79, 80, 81, 82, 83
Mileage Allowance .....	60
Modifications to Agreement .....	87, 88
No Strike, No Lockout.....	64
Non-bargaining Employees .....	12
Non-Discrimination .....	3, 24
On-Call Time .....	47
Overtime .....	35
Pay Day.....	44
Probationary Employees.....	23, 43
Project Agreements.....	48
Reporting Time .....	46
Safety .....	55
Schedule “A” .....	72, 73
Scope of Service Work .....	11
Service Classifications	
Journeyman.....	14
Servicemen .....	15
Apprentice.....	16
Tradesmen.....	17
Shift Work	
Permanent .....	52, 53, 54
Temporary.....	49, 50, 51

## INDEX (continued)

Subcontracting .....	31, 32
Tools .....	58
Trade Jurisdiction.....	10
Travel Outside Home Local.....	27
Travel Time.....	62
Uniforms .....	56
Union Job Access.....	9
Union Membership .....	7, 8
Vehicles.....	57, 60
Wages, Fringes and Benefits.....	39, 40, 41, 42, 45
Work Stoppage.....	64





Mechanical Service Contractors of America

**MSCA**

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

901 Massachusetts Avenue, NW  
Washington, DC 20001  
202-628-5823 • [www.ua.org](http://www.ua.org)

**Mechanical Service Contractors of America**

1385 Piccard Drive  
Rockville, MD 20850-4340  
301-869-5800 • [www.msca.org](http://www.msca.org)



Ventilation  
Refrigeration  
Air Conditioning  
Operations