

**Schedule A to the
NATIONAL SERVICE AND MAINTENANCE AGREEMENT**

Jurisdiction: Supermarket Refrigeration Work in the State of New York

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, 2010

SPECIAL CONDITIONS

**ARTICLE XII
Wages, Benefits, and Hours of Work**

Paragraph 36 -- Modified to include: "The recognized holidays shall be those per the local agreement in the jurisdiction where the work is being performed. "

Paragraph 39 - Service Journeymen - Rate of pay and fringes shall be as specified on Attachment A.

Paragraph 40 - Servicemen – Rate of pay and fringes shall be as specified on Attachment A.

Paragraph 41 - Service Apprentices - Rate of pay and fringes shall be as specified on Attachment A.

Paragraph 42 - Service Tradesman – Rate of pay and fringes shall be as specified on Attachment A.

**ARTICLE XX
Schedule "A" to the National
Service and Maintenance Agreement**

Paragraph 74 – Modified to include: A Joint Labor/Management Oversight Committee for the state of New York shall be established to oversee the implementation of this Schedule A and develop and oversee a statewide supermarket refrigeration training program.

**ARTICLE XXV
New Construction, Installation and Remodel
of Refrigeration Systems**

Paragraph 91 – This paragraph shall be modified to include only new construction, installation and remodel of supermarket refrigeration systems.

Paragraph 92 – Modified to read: "The work described in the Article must be performed in accordance with this Schedule A."

Employee Classifications:

Employees performing work on new refrigeration systems in newly constructed facilities shall be paid at the Building Trades Journeyman or Building Trades Apprentice rates per the local agreement in the jurisdiction where the work is being performed. If Service Journeymen are used for such work, no more than two such Employees can be utilized for each project.

Employees performing all renovation and remodel work on refrigeration systems shall be paid at the Service Journeyman rate per the local agreement in the jurisdiction where the work is being performed.

Tradesmen shall be allowed to perform the following tasks on all new construction, installation and remodel projects:

1. Delivery and truck driving of parts or equipment
2. Assisting Journeymen, Serviceman and Apprentices in the setting of cases in place
3. Assist Journeymen, Serviceman and Apprentices in installing evaporator coils in walk-in boxes
4. All digging and backfilling of trenches for piping including cutting and patching of concrete
5. Assist Journeymen, Serviceman or Apprentice in sealing pipe penetrations
6. Unload and distribute materials to the point of installation
7. Clean and trim fixtures and clean up the project
8. Remove any and all material not to be reused after it has been disconnected by a Journeyman, Serviceman or Apprentice
9. Installation of condensate drains from the refrigeration fixture to the floor sink
10. Any incidental work needed to complete the piping system which is not the work of the Journeyman, Serviceman or Apprentice.

WORKING CONDITIONS:

Hours of work: A work day, including shift work, shall consist of the first eight and one-half consecutive hours of their assigned shift, including a one-half hour unpaid lunch break, between the hours of 6:00 a.m. and 6:00 p.m. The standard work week shall consist of forty (40) hours per week, five consecutive eight hour days Monday through Friday for new construction and Monday through Saturday for remodel work.

Overtime: For all new construction work, all time worked before or after established standard working hours and all time worked on holidays, shall be paid per the local agreement. For all remodel and renovation work, all time worked before or after the established standard working hours shall be paid at a rate of time and one-half and all time worked on Sundays or holidays shall be paid at a rate of double time.

Holidays: The recognized holidays shall be those per the local agreement in the jurisdiction where the work is being performed.

Fringe Benefit Contributions: All fringe benefit contributions shall be per the local agreement of the Employee's home local union.

Paragraph 93 – not applicable

Paragraph 96 – Modified to read: "Shifts may be established by the Employer without restrictions on days or times provided twenty-four hour notice is given to employees and the Union, and it is established for three or more consecutive days excluding Sundays. When a second or third shift is worked, a 10% shift premium shall be paid on all hours worked. The premium shall be calculated from the employees straight time hourly rate. A second shift is defined as any shift scheduled to begin between 4:30 p.m. and 12:30 a.m. A second or third shift may be worked without the necessity of a first of day shift."

Paragraph 97 – Modified to read: "The Employer shall be permitted, for work covered by this Article, to assign all Employees from the Employer's regular work force to installation jobs within the territorial jurisdiction of all other New York local unions."

Paragraph 99 – This Article can be modified in areas where non-union competition impedes the Union and Employers from attaining work by mutual agreement through a Special Project Agreement between the Employer and the Union.

Supermarket Refrigeration Work in the State of New York, cont'd.

All work performed under this Article shall be covered under Article XVIII, No Strike, No Lockout.

No Employee working under the provisions of this Article, shall receive any reduction in wages or fringes as a result of this Agreement or Schedule A.

Oversight Committee and Modifications to Schedule "A"

The Oversight Committee will meet on a regular basis to ensure all Employers and Employees working under the Agreement and this Schedule "A" understand its provisions. If issues arise concerning the terms of the Schedule "A," such issues may be referred to the Oversight Committee. If the Oversight Committee determines that modification(s) to the Schedule "A" is appropriate, the matter will be referred promptly to the Joint Committee for resolution.

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

Mechanical Service Contractors
of America (MSCA)



William P. Hite
General President, UA
Date: 8/1/2010

David Bavisotto
Chairman, MSCA
Date: 8/1/2010

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