

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

Jurisdiction: State of Pennsylvania

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 VIII
Building Trades Work**

Paragraph 13 – Modified to include: All new installation, retrofit and renovation work currently being performed under the terms of the local agreement covering service shall continue under the terms and conditions of this Agreement. All pneumatic controls new installation, retrofit and renovation work will be performed under the terms and conditions of the local building trades agreements.

**ARTICLE X
Hiring and Use of Employees**

Paragraph 20 – Modified to include: “In areas where local hiring procedures have been established, those procedures shall prevail.”

In the jurisdiction of local union 420 only, shop stewards shall be recognized per the terms of the attached Attachment #1.

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

Paragraph 33 – Modified to include: “Time worked on Saturday during a flexible work week will be paid at a premium of 15% of the straight time hourly rate of pay.”

Paragraph 40 - Servicemen - Rate of pay shall be not less than 40% 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 a minimum of 40% of the Service Journeyman rate.

Fringe Contributions

	National or Local Pension Fund	Health and Welfare**	Training	Industry Fund
Serviceman	-----	Local Contribution Rate	-----	
Tradesman	1.00¹	-----	Local Contribution Rate *	-----

* Equivalent to Service Apprenticeship contribution rate

** For residential and building operations employees only, the Employer may carry such employees on a health/welfare plan from an alternate source if mutually agreed to by the Employer and the union as per local agreements, where applicable.

1 – Effective January 1, 2011, contributions to National Pension Fund will be \$1.50

Pennsylvania Schedule A (continued)

**ARTICLE XIII
Temporary Shift Work Conditions**

Paragraph 51 – Paragraph to be modified as follows: “By mutual agreement between the Employer and the union, a special single shift may be established where work to be done cannot be performed during regular working hours, to be paid at the rate of straight time plus a premium not to exceed fifteen percent (15%).”

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: 08/31/11



Thom Brazel
Chairman, MSCA
Date: 08/31/11

Attachment #1

SHOP STEWARDS

Exclusive to the territory covered by Steamfitters Local Union 420

The union shall assign, when it deems appropriate, not more than one (1) steward to an Employer. The union will select a steward on the basis of such employee's tact and diplomacy. A steward shall be a working employee and, in addition to his/her work as a Journeyman or Serviceman, he/she shall be permitted to perform duties as a steward during working hours. The union agrees to allow stewards a reasonable amount of time for performance of such duties. The Business Manager shall notify the Employer of the selection of each steward and the Employer, before laying off or discharging a steward, shall notify the Business Manager four (4) working days prior thereto of its intention to do so. In no event shall an Employer discriminate against a steward or lay him/her off or discharge him/her on account of any action taken by him/her in the proper performance of his/her duties. A steward shall be offered hours of work and overtime comparable to hours offered to other Employees on similar work. On layoff for lack of work, the steward shall be the last laid off of those engaged in similar work.

The steward may receive grievances and disputes from employees and these matters shall be reported to the union for processing as a formal grievance. In addition, the steward may attempt to amicably adjust minor differences or misunderstandings arising out of the interpretation or application of this Agreement. The Employer will provide assistance to the steward to compile his/her weekly steward reports. Any violation of this Attachment shall be treated as a grievance in accordance with provisions set forth in this Agreement.

Failure on the part of a shop steward, in the opinion of the Employer, to perform a reasonable day's work may, at the option of the Employer, result in his dismissal or removal from the job and a successor appointed. It is understood that such dismissal or removal shall not take place without the approval of the Business Manager of the union or his duly appointed agent.