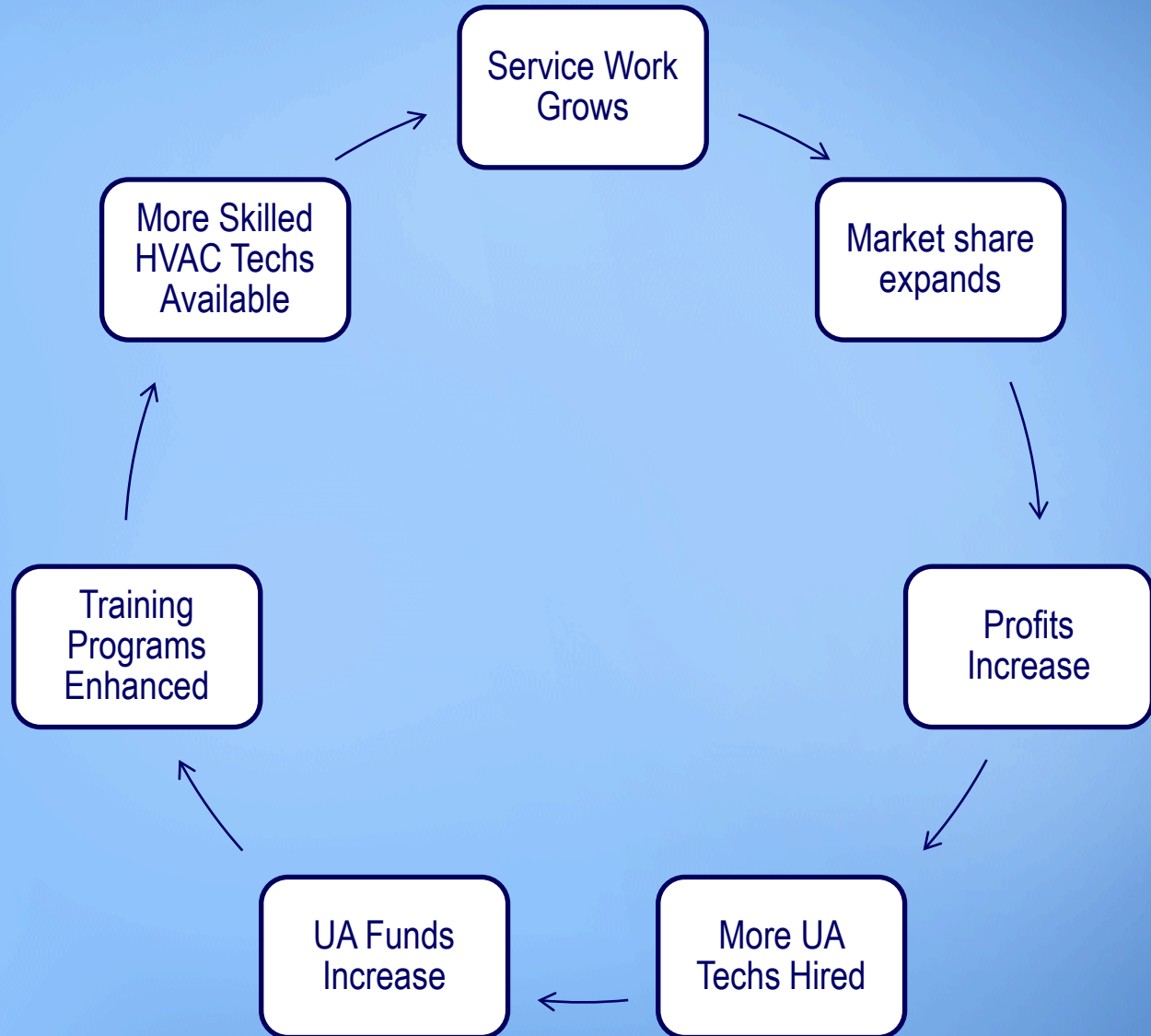




GROWING SERVICE

A Toolbox of Opportunities

The Growth Cycle



National Service and Maintenance Agreement

- Specific to unique needs of service industry
- Provides quality, consistent service to customers throughout country
- Respects locally negotiated fringes and benefits
- Ensures uninterrupted service – critical for tenant comfort and safety and retention of customer base
- Enhances competitiveness of service contractors
- Addresses specific local concerns through Schedule A
- Provides local oversight

Application Procedures

- Send written request to UA
- International Rep will follow-up
- Agreements sent to contractor for signature
- UA notifies MSCA of new signer
- MSCA sends membership and payment information
- MSCA membership separate
 - Current contribution rate \$.09 per labor hour
 - Minimum of 8,000 hours for signatory contractors/ 12,000 hours for MSCA members



Relationship to Local Agreement

- Not required to sign for any work covered under scope of NSMA
- National Agreement and Schedule A prevails
- Bound to local wages, fringes and benefits
- May be required to sign local trust agreements
- All UA local unions must recognize terms and conditions

Scope of Service Work – Paragraph 11

- *“This Agreement shall apply to and cover all work... to keep existing mechanical, refrigeration and plumbing systems within occupied facilities operating in an efficient manner.”*
- Includes related piping connections and controls

Other work within UA jurisdiction

- All refrigeration new installation and remodel work – per Article XXV
- All other work outside scope of Agreement – per local building trades agreement

Classifications of Employees

- Service Journeyman
- Serviceman
- Service Apprentice
- Tradesman
- Probationary Employee

Service Journeyman

- 5 years working experience
- Performs all work covered by Agreement
- May be required to pass UA STAR exam

Serviceman

- Implemented to enhance competitiveness and regain lost market share
- Commercial & residential work
- Includes unitary systems such as rooftops, split systems, packaged units, water-source heat pumps, unit heaters, and furnaces
- UA STAR exam for Serviceman
- Duties can be modified to meet local conditions

Service Apprentice

- Limited only by skill level
- Under direction of Serviceman or Service Journeyman
- Governed by local JATC

Tradesman

- Performs routine maintenance and inspections
- Building operations under contract with facility manager
- Installation and replacement of residential HVAC and plumbing
- 2022 addition: solar energy equipment, HVAC power electronics and building controls
- Duties can be adjusted to meet local conditions

Probationary Employee

- Provides opportunity to evaluate skills/capabilities
- Employer sets pay rate/benefits
- No fringe contributions to union
- Must notify local union when hire
- Recruitment opportunities
- After six months must terminate or join local union

Home Local Union

- **Redefined for clarity** – esp. relevant for Right-to-Work states
- Jurisdiction where Employee's fringe benefit contributions regularly contributed

Rates of Pay and Fringes

- Service Journeyman
 - ▶ Per local agreement
- Serviceman
 - ▶ Per Schedule A
- Service Apprentice
 - ▶ Per local agreement
- Tradesman
 - ▶ Per Schedule A
- Probationary Employee
 - ▶ Determined by Employer

Hiring and Use of Employees

- Hiring Procedure (Para. 20 – 22)
 - Must submit initial request to local union – indicate any special skills required
 - Employer has right to reject
 - Union has 48 hours to supply
 - Employer can hire “off the street” if no qualified employees available

Start-Up (Para. 26)

- Can use service Employee for start-up of new installations
- Includes testing, adjusting and balancing
- Wages and fringes per local agreement

Hiring and Use of Employees

- Working outside local (Para. 27)
 - May assign first three Employees from regular workforce
 - Next two from jurisdiction where job located
 - More than **16 hours/week** – **notify local**
 - Higher wage rate after **16** hours/week
 - Fringes per Employee's home local

Hiring and Use of Employees

- Working outside local (Para. 29)
 - Employees working on a job exceeding 15 consecutive working days:
 - All fringes and deductions per local jurisdiction where working
 - Payments submitted to local jurisdiction where working

Subcontracting (Para. 32)

- Language clarified to promote subcontracting to union contractors
- Language added for emergency conditions

Wage, Benefits and Hours of Work

(Article XII)

- 40 hours/5 days, Monday – Saturday, start time 6:00 a.m. – 10:00 a.m.
- Establish “regularly scheduled” hours
- Four 10’s
- Overtime – NSMA establishes maximums
- On-call time – between Employer and Employee

No Strike – No Lockout Clause

Para. 64 - 65

- Vital for customer retention
- Vital for safety, health and comfort reasons
- Applies to all service and refrigeration work as defined in scope
- May warrant separate service/construction entrances

Grievance Procedure

Article XIX

- Communications key!
- Follow procedure as outlined
- Respect time limits – grievance can be dismissed if time limits exceeded
- Document everything in writing

Additional Opportunities

- Refrigeration Installation Work
 - Para. 96 – Initially 3 employees plus Foreman can travel
- Plumbing Service
- Residential Plumbing Installation
- Facility Operations
 - Provides facility owners contracted in-house operations and maintenance
 - Site Specific
 - Allows multiple classifications of workers to fit skill level required
 - Wages/Benefits included

MSCA Contributions (Article XXII)

- No additional contributions if dues-paying member of MSCA/MCAA
- Current contribution rate of \$.09 per manhour
- All work performed under the Agreement/all classifications of Employees
- All branches
- Minimum of 8,000 hours per year (\$720)
- Monthly reports
- Non-payment is grounds for NSMA termination

National Joint UA/ MSCA Labor Committee (Para 89-90)

- Oversees Agreement and Schedule A
- Interprets and explains provisions of Agreements
- Listens to concerns and recommendations nationwide
- Supports service training and recruiting
- Goal is to grow service industry

Schedule A (Para 72-73)

- Recognizes unique local needs
- Builds flexibility into Agreement- Don't get too detailed!
- Can be implemented if local agreement terminates, to include wages
- Can be requested by signatory contractor or local union
- Negotiated by local oversight committee (more on that!)
- Must be approved by Joint UA/MSCA Committee and signed by UA General President and MSCA Chair
- Applicable to all NSMA signatory contractors in the Schedule A jurisdiction
- Posted on MSCA and UA websites

The Purpose of a Schedule A

- To establish positive and open communications between labor and management service representatives
- To grow market share for the unionized service sector in the heating, air conditioning, ventilation, refrigeration and plumbing service industries
- To assist local contractors and unions in recognizing new potential business opportunities and to provide necessary tools/support to succeed in these new markets
- To ensure the terms, conditions and provisions of the National Service and Maintenance Agreement are understood and utilized as intended
- To oversee the implementation of the Schedule A to the NSMA locally, ensure it is understood, and provide recommendations to the National UA/MSCA Labor Committee to modify as needed

The Purpose of a Schedule A

- The following are examples of some common provisions modified by a Schedule A:
 - Establishing wage rates and benefits for Servicemen and Tradesmen (classifications which may not be included in the local CBA)
 - Modify the scope of the Serviceman's duties
 - Modify the Tradesmen duties including facility management
 - Modify installation and remodel of refrigeration systems provisions to enhance competitiveness
- The National Agreement and Schedule A takes precedent over any local UA agreement for all work covered under the scope of the National Agreement. When there is a conflict or discrepancy between the two agreements, the National Agreement prevails.

MSCA Website – Labor Tab

[MCAA](#) [PCA](#) [NCPWB](#) [JRGF](#)

MSCA

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LABOR RESOURCES / NATIONAL SERVICE AND MAINTENANCE AGREEMENT

National Service and Maintenance Agreement

National Service and Maintenance Agreement

August 1, 2021 – July 31, 2027



NATIONAL SERVICE & MAINTENANCE AGREEMENT
EFFECTIVE DATES:
August 1, 2021 – July 31, 2027

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."

[Download the full agreement](#)

Quick Links

- [Introduction](#)
- [Application Procedures](#)
- [Relationship to Local Agreements](#)
- [Scope of Work](#)
- [Classification of Employees](#)
- [Travel Outside Home Local Union](#)
- [Hours of Work](#)
- [Wages and Benefits](#)
- [Travel Time](#)
- [No-Strike, No Lock-out Provisions](#)
- [Grievance Procedure](#)
- [Schedule A](#)
- [Oversight Committee](#)
- [Role of MSCA](#)
- [Duration and Termination](#)
- [Joint UA/MSCA Labor Committee](#)
- [Refrigeration Installation Work](#)
- [Plumbing Service](#)
- [Controls Work](#)
- [Facility Operations Schedule A](#)
- [UA/MCAA Smart Dispatch](#)
- [Model Substance Abuse Testing and Treatment Program Policy](#)

About the Agreement

The current National Service and Maintenance Agreement between the UA and MSCA is in effect from August 1, 2021 - July 31, 2027.

- [Download Agreement](#)
- [2021 Changes to Agreement](#)
- [View Schedule A Addenda](#)
- [Read About the Agreement](#)
- [Application Procedures](#)

Introduction

The National Service and Maintenance Agreement is an agreement negotiated and administered by the

Schedule "A"

Schedule "A" Addenda to the National Service and Maintenance Agreement

Listed below are the Schedule A addenda to the National Service and Maintenance Agreement for 8/1/2015-7/31/2020. Any signatory contractor working under the terms of the National Service and Maintenance Agreement is also covered under the terms of the Schedule A in the jurisdiction where the work is being performed.

Sample Schedule A for Facility Operations

- [Alabama](#)
- [Alaska](#)
- [Arizona](#)
- [Arkansas](#)
- [California](#)
 - [San Francisco, Local 38](#)
- [Colorado](#)
 - [Colorado Springs, Local 58](#)
- [Connecticut](#)
- [Delaware](#)
- [Florida](#)
- [Georgia](#)
- [Idaho/Montana/Wyoming](#)
- [Illinois](#)
 - [Chicago - Local 597](#)
 - [Rock Island - Local 25](#)
 - [Rockford - Local 23](#)
 - [Springfield - Local 137](#)
- [Indiana](#)
- [Kentucky](#)
- [Louisiana](#)
- [Maryland/Virginia/District of Columbia/West Virginia](#)
- [Massachusetts](#)
 - [Boston - Local 537](#)
 - [Worcester - Local 4](#)
- [Michigan](#)
- [Missouri/Iowa/Nebraska/Kansas \(MINK\)](#)
- [Minnesota/North Dakota/South Dakota](#)
- [Mississippi](#)
- [Nevada](#)
 - [Las Vegas - Local 525](#)
 - [Reno - Local 350](#)
- [New Jersey](#)
- [New Mexico](#)
- [New York](#)
 - [NYC, Local 638](#)
 - [Addendum to NYC Local 638](#)
 - [Orange, Rockland and Sullivan Counties - Local 373](#)
 - [Upstate](#)
 - [New York State/ Supermarket Refrigeration Work](#)
- [North Carolina/South Carolina](#)
- [Ohio](#)
 - [Cleveland, Local 55](#)
 - [Dayton, Local 162](#)
 - [Lima, Local 776](#)
 - [Portsmouth, Local 577](#)
 - [Norwalk, Local 42](#)
 - [Toledo, Local 50](#)
- [Oklahoma](#)
 - [Tulsa, Local 430](#)
- [Oregon](#)
 - [Portland, Local 290](#)
- [Pennsylvania](#)
 - [Pittsburgh, Local 27](#)
 - [Latrobe, Local 354](#)
- [Rhode Island](#)
- [Tennessee](#)
 - [Memphis, Local 614](#)
- [Texas](#)
- [Utah](#)
- [Vermont/New Hampshire/Maine](#)
- [Washington](#)
 - [Western WA, Local 26](#)
- [Wisconsin](#)

Schedule A Example: Kentucky

Schedule A to the NATIONAL SERVICE AND MAINTENANCE AGREEMENT

Jurisdiction: State of Kentucky

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 41 - 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 43 - Service Tradesman - Rate of pay shall be 50% of the Serviceman rate.

Fringe Contributions

	National or Local Pension Fund	Health and Welfare	Training	Industry Fund
Serviceman*	1.25¹	***** Local Contribution Rate *****		
Tradesman*1	1.00²	***** Local Contribution Rate *****		

* Fringe benefits paid on hours worked.

1 – Contributions to National Pension Fund will be \$1.87

2 – Contributions to National Pension Fund will be \$1.50

ARTICLE XVII Travel and Subsistence

Paragraph 62* (*Revised for Local 502 only): No more than (3) hours of travel time, at straight time base rate, shall be required of any employee in a twenty –four (24) hour period, and no more than nine (9) hours of travel time, payable at straight time base rate shall be required of an employee. All travel time hours over three (3) in a twenty- four (24) hour period, or more than nine (9) hours in a pay period shall be at the applicable overtime rate.

Schedule A Example: Kentucky

Paragraph 43 - Service Tradesman - Rate of pay shall be 50% of the Serviceman rate.

Fringe Contributions

	National or Local Pension Fund	Health and Welfare	Training	Industry Fund
Serviceman*	1.25¹	* * * * * Local Contribution Rate * * * * *		
Tradesman*¹	1.00²	* * * * * Local Contribution Rate * * * * *		

* Fringe benefits paid on hours worked.

1 – Contributions to National Pension Fund will be \$1.87

2 – Contributions to National Pension Fund will be \$1.50

Serviceman*

Tradesman*¹ 1.00² * * * * * Local Contribution Rate * * * * *

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Schedule A Example: Kentucky

2021

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 of the
United States and Canada



Mark McManus
General President, UA
Date:

Mechanical Service Contractors
of America (MSCA)



Mark Crockett
Chairman, MSCA
Date:

Schedule A Example: Florida

Schedule A to the NATIONAL SERVICE AND MAINTENANCE AGREEMENT

Jurisdiction: **State of Florida**

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 X: Hiring and Use of Employees

- **Paragraph 27 & 96 - Add:**
No other state Schedule A shall infringe on the state of Florida's Schedule A when work covered by this Agreement is performed in the state of Florida.
- **Paragraph 30 - Modified:**
The Employer shall hire one service apprentice for every four service journeymen employed.
- **Add:**
It is in the best interest of the contractor and the industry that no moonlighting be permitted. No Employee will use equipment, parts, tools or materials belonging to the Employer other than for the routine assignment of work by the Employer. No Employee shall perform or contract work that falls within the scope of this Agreement or the jurisdiction of the local Union without signing this Agreement or the respective local agreement.

ARTICLE XI: Subcontracting

- **Paragraph 32 - Modified:**
The Employer agrees not to subcontract any work coming under this Agreement to be performed at the job site, unless the contractor to whom the work is sublet is in agreement either with the Union or any of its local unions.

ARTICLE XII: Wages, Benefits, and Hours of Work Fringe Contributions

- **Paragraph 41 -Add:** Mechanical Equipment Servicemen ("MESS" or "Servicemen") - Rate of pay shall be no less than 50% of the Mechanical Equipment Service Journeyman (MESJ) wage rate. The Employer will establish wages for each Serviceman based on experience and training and shall notify the Union of the Serviceman's percentage of Journeyman wages on the Employee's dispatch form. The Union shall provide Employee dispatch forms that require Employers to list the Serviceman's dispatched percentage of Journeyman wages.

Throughout their employment a Serviceman shall receive a percentage of negotiated increases to Journeymen hourly wages (per local agreement) according to the percentage of Journeyman wages his Employer lists on his dispatch form.

For example: If a local agreement calls for a \$1.00 Increase in Journeyman wages, a Serviceman whose dispatch form lists 60% of Journeyman wages will be given a \$.60 per hour wage increase. The same approach applies when a wage reallocation results in a decrease in the Journeyman hourly wage.

Local Union 725: The MESS classification is referred to as "MES2" and "MESJ" and wages and benefits shall be paid as defined by these classifications in the local agreement.

- **Paragraph 43 -Add:** Mechanical Equipment Service Tradesman ("MEST" or "Tradesmen") Rate of pay shall be no less than 35% of the Mechanical Equipment Service Journeyman (MESJ) wage rate.

Fringe Contributions				
	National or Local Pension Fund	Health & Welfare	Training	Industry Fund
Service Journeyman (MESJ)		Per Local Agreement		
Servicemen (MESS)		Per Local Agreement		
Service Apprentice - 1st year		Per Local Agreement		
Service Apprentice - 2nd year		Per Local Agreement		
Service Apprentice - 3rd year		Per Local Agreement		
Service Apprentice - 4th year		Per Local Agreement		
Service Apprentice - 5th year		Per Local Agreement		
Tradesman (MEST)		Per Local Agreement * **		

* MEST Health and welfare contributions are defined by local agreements and may stipulate Employee-only health coverage.

** MEST pension contributions, if not defined in the local agreement, shall be \$1.50 per hour, remitted to the Local Pension Fund, or, if none exists, the National Pension Fund.

Local Union 725: The MEST classification in this Agreement is referred to as "MAT" in the Local Union 725 contract and wages and benefits shall be paid as set forth for the MAT classification in the Local Union 725 agreement.

- **Paragraph 47 - Add:**
There shall be no fringes paid on stand-by hours or travel hours.

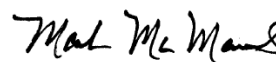
Article XVII: Travel and Subsistence

- **Paragraph 61 -Add:**
The Employer can terminate an Employee whose work requires driving Employer's vehicle, if Employee's driver's license has been suspended or revoked.

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 a 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 of the United States and Canada



Mark McManus
General President, UA
Date:

Mechanical Service Contractors of America (MSCA)



Mark Crockett
Chairman, MSCA
Date:

Oversight Committees (Para 74)

PURPOSE:

- ▶ Grow market share
- ▶ Local dialogue/communications
- ▶ Ensure adequate service training
- ▶ Establish joint recruitment program
- ▶ Promote value of “energy services”
- ▶ Local marketing and promotion
- ▶ Ensure Agreement understood
- ▶ Recommend Schedule A revisions

What is an Oversight Committee?

- An Oversight Committee is a local labor-management committee appointed by the MSCA and the UA.
- An Oversight Committee oversees a geographic area which expands over several local union jurisdictions, or an entire state. Thus the composition is broader than any one specific local collective bargaining committee.
- The Oversight Committee is not a local collective bargaining agreement negotiating committee.

How to Form an Oversight Committee

- The Oversight Committee members are appointed by the Joint UA/MSCA Labor Committee with input from the local MCA exec and international rep.
- MCA-affiliated local execs recommend to the MSCA appropriate contractors for a committee appointment.
 - Contractors must be signatory to the NSMA
 - Contractors have a large service component in their business
- The committee will consist of an equal number of local contractor representatives for management and local business managers for labor.

How to Form an Oversight Committee

- The committee will elect their own chair and secretary from among the contractor and local business manager committee members (one and one).
 - The chair sets up the meetings and will notify all committee members of meetings.
 - The secretary will keep minutes and notes.
 - These positions should rotate annually between management and labor.
- All MCA-affiliated local association executive(s) within the jurisdiction are encouraged to play an active role on the committee in an advisory capacity:
 - attend the meetings
 - take notes/organize meetings
 - report back to national signers in their area
- Likewise, local training coordinators, recruiters and the UA international representative should also be invited to each meeting in an advisory capacity.

How to Manage an Oversight Committee Meeting

- Meetings should be held on a quarterly basis
- Training coordinators should be invited to meetings at least twice a year to report on local training activities/program.
- Committee should be encouraged to move the meeting among the various local unions on the committee and to visit local training centers.
- Following each meeting a report, including meeting agenda and minutes, should be sent directly to the UA Director of HVACR Services (Brian Kelly) and the MSCA Executive Director (Teresa Pezzi). This report includes:
 - When the meeting was held
 - Who was in attendance
 - Items that were discussed
 - Recommendations for revisions to the Schedule A which should be considered by the Joint UA/MSCA Labor Committee

THANK YOU!

- For further information contact:
 - Russ Borst, MSCA Labor Chairman, Russ@hurstind.com
 - Brian Kelly, UA Director HVAC Service, bkelly@uanet.org
 - Teresa Pezzi, Executive Director MSCA & PCA, tpezzi@mcaa.org



www.msca.org