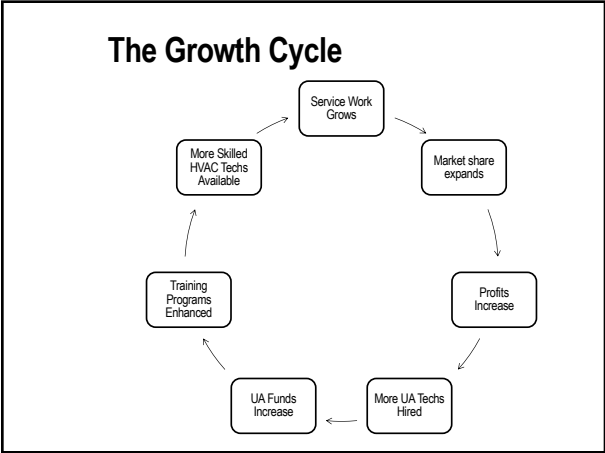


GROWING SERVICE
A Toolbox of Opportunities

1



2

- 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

3

Application Procedures



- Send written request to UA or Business Manager
- 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

4

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

5

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

6

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

7

Classifications of Employees

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

8

Service Journeyman

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

9

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

10

Service Apprentice

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

11

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

12

Probationary Employee

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

13

Home Local Union

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

14

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

15

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

16

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

17

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

18

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
 - Fringes reciprocated back to home local

19

Subcontracting (Para. 32)

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

20

**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

21

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

22

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

23

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 4,000 hours per year (\$360)
- Non-payment is grounds for NSMA termination

24

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

25

Schedule A (Para 72-73)

- Recognizes unique local needs
- Builds flexibility into Agreement
- Can be implemented if local agreement terminates, to include wages
- Can be requested by signatory contractor or local union
- Negotiated by local oversight committee
- Must be approved by Joint UA/MSCA Committee and signed by UA General President and MSCA
- Applicable to all NSMA signatory contractors in the Schedule A jurisdiction
- Posted on MSCA and UA websites

26

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

27

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

28

MSCA Website – Labor Tab



29

Schedule "A"

Schedule "A" Addenda to the National Service and Maintenance Agreement
 This schedule "A" Addenda to the National Service and Maintenance Agreement is for the purpose of providing additional information regarding the terms of the National Service and Maintenance Agreement to the workers and the public who are affected by the Agreement.

- Section A - General**
- 1.01 Purpose of this Addenda
 - 1.02 Definitions
 - 1.03 Scope of this Addenda
 - 1.04 Termination of this Addenda
 - 1.05 Dispute Resolution
 - 1.06 Grievance Procedure
 - 1.07 Arbitration
 - 1.08 Waiver of Rights
 - 1.09 Severability
 - 1.10 Entire Agreement
 - 1.11 Assignment
 - 1.12 Force Majeure
 - 1.13 Notices
 - 1.14 Counterparts
 - 1.15 Binding Effect
 - 1.16 Construction
 - 1.17 Interpretation
 - 1.18 Binding Effect
 - 1.19 Assignment
 - 1.20 Force Majeure
 - 1.21 Notices
 - 1.22 Counterparts
 - 1.23 Binding Effect
 - 1.24 Construction
 - 1.25 Interpretation
 - 1.26 Binding Effect
 - 1.27 Assignment
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 - 1.97 Interpretation
 - 1.98 Binding Effect
 - 1.99 Assignment
 - 2.00 Force Majeure

30

www.msca.org

- For further information contact:
 - Russ Borst, MSCA Labor Chairman, Russ@hurstind.com
 - Brian Kelly, UA Director HVAC Service, bkelly@uanet.org