

**NEW YORK CITY SCHEDULE A TO UNITED ASSOCIATION
NATIONAL MECHANICAL AND PLUMBING EQUIPMENT/SYSTEM
SERVICE AND MAINTENANCE AGREEMENT**

The parties, the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereafter "UA" or "Union"), and the Association of Contracting Plumbers of the City of New York, Inc. (hereafter "Association" or "Employer") on behalf of its member contractors agree to the following modifications to the UA National Mechanical and Plumbing Equipment/System Service and Maintenance Agreement, June 1, 1998 – May 31, 2001 (hereafter "National Plumbing Service Agreement"). These modifications replace and supersede any previous Schedule A to the UA National Plumbing Service Agreement covering New York City.

1. **PHCC/UAC**

All reference to and/or responsibilities of the National Association of Plumbing-Heating-Cooling Contractors ("PHCC") or United Affiliated Contractors ("UAC") are deleted.

2. **TERRITORIAL SCOPE OF SCHEDULE A – ALL BOROUGHES OF THE CITY OF NEW YORK**

3. **SCOPE OF WORK**

A. This Agreement shall apply to and cover all work performed by the Employer in order to keep all plumbing and mechanical systems within occupied or ready to be occupied facilities operating in an efficient manner either by contracts or on an emergency call basis. The work includes inspection, service, maintenance, start-up, balancing, adjusting, repair, modification and replacement of plumbing and mechanical equipment and operation work to meet customer obligations. Service and maintenance work shall include but not be limited to sanitary drainage systems, potable water systems, fixtures, grey water systems, irrigation systems, gas systems, and similar building utilities necessary for habitation and use. Temporarily installed systems are to be considered service work except when in connection with new buildings.

B. The Schedule A shall also apply to and cover all routine maintenance and inspections regardless of size or location of the plumbing and mechanical equipment, fixtures and systems being inspected or maintained where the work is done as part of a periodic routine service, inspection and maintenance procedure of the employer, such as:

- 1) Systems operation under contract with customer
- 2) General housekeeping
- 3) Delivery and truck driving of parts or equipment

- 4) Replacement of all existing residential equipment, appliances and plumbing fixtures
- 5) Drain and sewer opening through cabling, flushing or other means
- 6) Installation of all single unitary heating, air conditioning and ventilation systems
- 7) In an area where a problem exists with non-Union competition, by mutual agreement, the scope may be expanded to meet local conditions

C. The Schedule A shall also cover:

1. Any repair and/or replacement of the present plumbing system that does not change existing roughing except for "incidental piping."
2. Any residential or commercial alteration work not exceeding 60 fixtures in buildings where 40% or more of the plumbing alteration/LAA permits taken out in the preceding two years were by plumbing contractors not signatory to Local #1 Agreements and any residential or commercial work not exceeding 60 fixtures in buildings where no plumbing alteration/LAA permits were taken out in the preceding two years.
3. Any new commercial stores not exceeding 20,000 square feet.

D. Work described in Paragraph C cannot be bid to Buildings Trades Employers' Association general contractors or work performed under a Building and Construction Trades Council Project Labor Agreement.

E. Neither gut rehabilitations nor institutional work is permitted.

F. 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 herein as being operation or service and maintenance, shall be done in accordance with the prevailing building trades agreement of the local union having jurisdiction for that type of work.

G. 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.

4. **SERVICEMEN**

On or after December 1, 2009 Employers may hire individuals who can perform the work as detailed in Paragraphs 3A and B of this Schedule A. These individuals shall be called Servicemen and may be paid 70% of the wage and 100% of the fringes of a Journeyman as set forth in the Local Area Service Agreement. No person who was a Journeymen member of Local #1 prior to December 1, 2009 may be paid Servicemen wages/fringes without the consent of

the Employee and the Union. All regulations concerning hiring, sponsorship, work rules, hours, etc. contained in Articles I, II, VI, VII, VIII, X, XI of the Local Area Agreement shall apply to Servicemen. Servicemen may perform work as described in Paragraphs 3C through E but only where a "MES" Journeyman is also working.

5. **WAGES AND TERMS AND CONDITIONS OF EMPLOYMENT**

Classification of Employees; Wages and Benefits/Hours of Work/Overtime Rates and Pay/Holidays; Shift Work Temporary and Permanent; Hiring and Use of Men; Uniform and Tool Rules; Travel and Subsistence; and Industry Promotion Fund shall be in accordance with the applicable established local service agreements in the area. The recognized service agreement for plumbing work covered by this Schedule A is the Mechanical Equipment and Service Agreement between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Plumbers Local #1 and the Association of Contracting Plumbers of the City of New York, Inc. dated October 1, 2013 – September 30, 2016 (Local #1 Service Agreement).

- a. The maximum ratio for Helpers to Journeymen/Servicemen shall be 4:1 (Replaces Paragraph 49 of the National Plumbing Service Agreement).
- b. Any and all references to "Apprentices" shall be changed to "Helpers."
- c. Change the words "15 days" to "20 days" in Paragraph 87 of the National Plumbing Service Agreement.
- d. Paragraph 70 of the National Plumbing Service Agreement is deleted and the following language is substituted – "The Employer hereby adopts and agrees to be bound by the written terms of legally established local trust agreements."

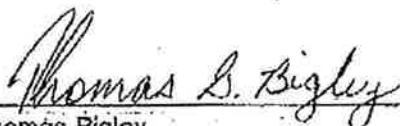
6. **GRIEVANCE PROCEDURE**

The grievance procedure for all disputes arising under the National Plumbing Service Agreement in New York City shall be incorporated from the grievance and arbitration procedures of the National Residential Agreement which shall control rather than the grievance and arbitration procedures set forth in the National Service and Maintenance Agreement.


7. **DURATION AND TERMINATION OF AGREEMENT**

Delete Paragraphs 90, 91, 92 and 93 of the National Plumbing Service Agreement and replace with the following language – "This Agreement shall be in full force and effect commencing October 1, 2013 through September 30, 2016 provided that either party may opt to terminate this

Schedule A to the National Plumbing Service Agreement and incorporate all of its terms into Schedule A to a new National Plumbing Service Agreement that is expected to be developed by the Union.



Thomas Bigley
Special UA Representative, Plumbing Division



Andre Coren
President
Association of Contracting Plumbers
of the City of New York, Inc.

Date 10/1/13

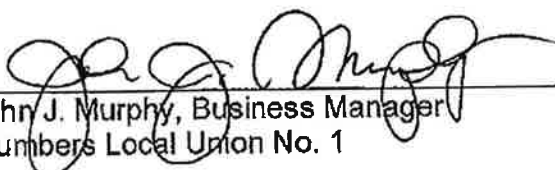
Effective Date 10/1/13

10/1/13

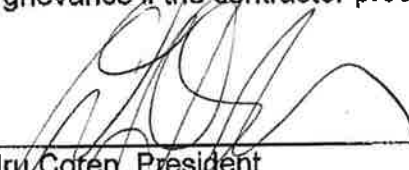
MEMORANDUM OF UNDERSTANDING

This Memorandum shall serve to formalize certain agreements and understandings between the Association of Contracting Plumbers of the City of New York, Inc. (hereafter the "Association") and Plumbers Local Union No. 1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereafter the "Local No. 1") made in connection with the recently concluded negotiations on their Mechanical Equipment and Service Collective Bargaining Agreement (hereafter the "MES Agreement") covering the period October 1, 2013 through September 30, 2016.

1. Employers are authorized to perform "any residential or commercial alteration work not exceeding 60 fixtures in buildings where 40% or more of the plumbing alteration/LAA permits taken out in the preceding two years were by plumbing contractors not signatory to Local No. 1 Agreements" (paragraph C2 of the "New York City Schedule A to the United Association National Mechanical and Plumbing Equipment System Service and Maintenance Agreement" dated October 1, 2013) and "any residential or commercial work not exceeding 60 fixtures in buildings where no plumbing alteration/LAA permits were taken out in the preceding two years."
2. For the above described work, contractors shall submit the attached form notifying the Union of the contractor's intention to use the "MES" workforce on the job. Local No. 1 shall have one business day to raise any objection to the use of the "MES" workforce. If no objection is raised during the one-business day review period, the contractor can proceed. If Local No. 1 does raise an objection, it reserves the right to file a grievance if the contractor proceeds.



John J. Murphy, Business Manager
Plumbers Local Union No. 1



Andru Coren, President
Association of Contracting Plumbers
of the City of New York, Inc.

Date: 10/1/13

Effective 10/1/13

SMALL ALTERATION NOTIFICATION FORM

Small Alterations (residential or commercial alteration not exceeding 60 fixtures) as described in Paragraph 3.C.2 of the New York City Schedule A to United Association National Mechanical and Plumbing Equipment/System Service and Maintenance Agreement.

Job Name _____

Job Address _____

Job Floor(s) _____

SELECT ONE:

40% or more Plumbing Permits/LAAs
taken out in last 2 years by contractors
not signed to Local #1

No Plumbing Permits/LAAs
taken out in last 2 years

Company/Firm _____
(Print)

Name _____ Telephone _____
(Print)

Date & Time
E-mailed to Local #1 _____

Signature

**When complete, E-mail this form to Business Agent-at-Large Michael Apuzzo,
mapuzzo@ualocal1.org**