

SCHEDULE A

August 1, 2022

NATIONAL PLUMBING SERVICE AGREEMENT

In accordance with Article II of the National Plumbing Service Agreement ('National Agreement') between the United Association and MCA of Akron, Ohio, this 'Schedule A' is entered into on behalf of the undersigned signatories to the UA National Agreement and is applicable only for the territorial jurisdiction described in Section II below. The 'Schedule A' shall identify the covered work, the applicable special conditions, wage rates and fringe benefit contributions that shall apply for all work performed in that territorial jurisdiction. An Employer signatory to the National Agreement performing covered work other than that described in Section I and/or performing work in any territorial jurisdiction other than that described in Section II must execute a separate 'Schedule A' covering such work.

I. SCOPE OF WORK

This 'Schedule A' shall apply to all work described below:

- A. Plumbing, Heating, Solar Heating, Air-Conditioning, Refrigeration, Irrigation and site work in a single-family residence or a single-family residential development under one roof regardless of fixtures or cost. Garden type apartments, residential buildings or developments, townhouses and condominiums which do not exceed four (4) stories in height.
- B. **Light Commercial Service**: Plumbing, Irrigation, and site work on the following: Office Buildings, Medical/Dental Buildings up to three (3) stories, no more than 15,500 sq ft. Banks, retail stores (except entire mall complex i.e. Summit Mall, tenant build outs are ok) and outlets (free standing and multiple vendor), strip malls, service centers and parts stores, motels/hotels (up to 4 stories), pharmacy's, and convenience stores, bars and restaurants, churches, movie theatres, bowling alleys, hardware stores, and community centers. Nursing homes assisted living facilities, and retirement homes, up to 4 stories. No Heating or Air Conditioning service under this agreement.
- C. Other jobs of similar nature could be covered by this agreement by mutual agreement between the union and employer.

II. TERRITORIAL JURISDICTION

The terms of this 'Schedule A' shall apply to all work performed by the Employer (identify State or other geographic area or project, as applicable):

- A. For the State(s) of: Ohio
- B. For the Geographic Area of: Local 219 Akron, Ohio

III. CLASSIFICATIONS OF EMPLOYEES

The classification of Employees that the Employer may employ on work performed under this 'Schedule A' and the general definition of the duties of such classifications, are as follows:

- A. **Journeyman:** A 'Journeyman' (1) must have at least four (4) years' experience performing Residential Construction work; and (2) must have satisfactorily completed approved United Association training program or passed a journeyman examination given by the United Association or United Association Local Union. The duties of persons so qualified shall include related functions as assigned by the Employer.
- B. **Apprentice:** An 'Apprentice' shall be enrolled in a training program that has been approved by a joint apprenticeship and training committee of a United Association Local Union. Apprentices shall be allowed to perform all work within their capabilities that fall within the scope of work covered by this Agreement.
- C. **Un-Indentured Trainee:** An un-indentured trainees' duty shall be: delivery, loading, digging, tamping, sorting, and distributing material, tools and equipment, and exterior non-metallic storm and sanitary service installation only.
- D. **Student:** High School or college students may work under this agreement over the course of a calendar year, not to exceed 90 days per year, this time may be lengthened with approval from the Business Manager. One Journeyman and one Apprentice (when available) must be employed to use this category. Students must be under the direct supervision of a Journeyman at all times.

IV. SPECIAL CONDITIONS

The following special provisions or conditions apply to all work performed under this 'Schedule A' in the Territorial Jurisdiction identified above:

- A. **Hours of work:** the regular workweek shall be five (5) consecutive workdays Monday through Friday and shall consist of eight (8) consecutive hours or work between the hours of 7:00am and 5:30pm. By mutual agreement between the Employer and the Union, the regular workweek may be established to consist of four consecutive ten hour days. The pay for all hours worked on a four-ten schedule shall be at the applicable straight time rate and not subject to overtime provisions.

- B. Residential service employees shall be compensated 1.5 times the appropriate wage rate for hours worked over 10 hours per day.
- C. Residential service hours may be established by mutual agreement between the Employer and the Union. If a Tuesday through Saturday work week for residential service work is established, the employee shall be compensated 1.25 times the appropriate wage rate for hours worked on Saturday.
- D. Two hours reporting time shall be paid to employees who report to work on jobs or employer's shop and are not permitted to work. However, no reporting time shall be allowed when conditions beyond the employer's control do not permit the work to be done. Conditions shall mean an Act of God, inclement weather and/or catastrophe.
- E. Holidays shall consist of New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Work performed on such holidays and Sundays shall be paid double (2) time the straight time wage rate.
- F. When an employee is on 24 hours on call coverage, he shall receive a one dollar (\$1.00) per hour bonus for each hour worked during the week and two dollars (\$2.00) per hour bonus for each hour worked on Saturday and Sunday. Such employee shall not be required to work more than sixteen (16) hours during a twenty-four (24) hour period. For safety reasons, on call employees shall be furnished with a cellular phone for emergency and business use only.
- G. Vacations: Each Employee will be eligible for a maximum of forty (40) hours of vacation per year after completing a full year of service with an individual Employer. Vacations will be paid at the appropriate base wage only, no fringes. As is practicable, Employees may have their choice of vacation time in accordance with their seniority standing, but the Employer has the exclusive right to schedule vacation time of each Employee to assure efficient operation of their company. Once an Employee and Employer have agreed to vacation schedule, it shall not be changed without agreement of both the Employee and the Employer.
- H. Drug Testing. See separate policy available from the Union or the Association.

V. WAGES AND FRINGE BENEFITS

Wage rates for members hired prior to 8/1/2015

Effective August 1, 2022 through May 31, 2023

Residential Journeyman:	Wages	\$26.75
	Health and Welfare Fund	\$7.96
	UA National Pension	\$1.82
	Local 219 Annuity	\$2.24
	Industry Fund	\$.44
	CIDB	\$.12
	Activity Fund	\$.07
	Journeyman Training	\$.49
	JATC Fund	\$.96
	Total:	\$40.85
	Building Fund	\$.20
	(Employee contribution)	
	Local 219 Union Dues- 4% gross wages	

*Union Dues shall be 4% of Taxable Wages of local area.

Wage rates for members hired after to 7/31/2015

Effective August 1, 2022 through May 31, 2023

Residential Journeyman:	Wages	\$26.75
	Health and Welfare Fund	\$7.96
	Local 219 Annuity	\$4.06
	Industry Fund	\$.44
	CIDB	\$.12
	Activity Fund	\$.07
	Journeyman Training	\$.49
	JATC Fund	\$.96
	Total:	\$40.85
	Building Fund	\$.20
	(Employee contribution)	
	Local 219 Union Dues- 4% gross wages	

*Union Dues shall be 4% of Taxable Wages of local area.

Residential Apprentice's: Minimum four (4) year program based on local area's programs.

1st Period- 55% (\$2.23 Annuity Contribution)

2nd Period- 65% (\$2.64 Annuity Contribution)

3rd Period- 75% (\$3.05 Annuity Contribution)

4th Period- 90% (\$3.65 Annuity Contribution)

Wage Rates for Unindentured Trainees (UT)

Effective August 1, 2022 through May 31, 2023

Wage	\$12.04 (45% Residential Journeyman)
Health and Welfare	\$7.96
Total	\$20.00

Local 219 Union Dues- 3% gross wages

Future Wage Increases:

June 1, 2023 \$1.45

June 1, 2024 \$1.45

In Witness Whereof, the parties have executed this 'Schedule A' on this 1st day of August, 2022.

The United Association of
Journeyman and Apprentices of the
Plumbing and Pipe Fitting Industry
of The United States and Canada,
AFL-CIO:

Mal McManis

UA General President

Thomas S. Bigley

Director of Residential Construction

Kenny Buggler

UA International Representative
Or Other Designated Representative

The Employer:

MCA of Akron, OH Inc

Name of the Employer

Aaron Hall

Signature of Authorized Representative

Aaron Hall

Name of Representative

Executive Director

Title of Representative

We, the undersigned Employer, on behalf of itself and all subsidiaries and branches, whether in existence or operation at the time of execution herof, or later while the undersigned Employer is signatory to this Agreement, hereby becomes signatory to this National Agreement for Residential and Light Commercial Construction Agreement as of this date and agrees to comply with all terms of this Agreement in fact and in intent.

Signed and subscribed to this _____ day of _____, 20____

Name of Company _____

By _____

Signature _____

Title _____

Street Address _____

City, State & Zip _____

Telephone _____ Fax _____

Email _____ Tax ID _____

Listed below, for informational purposes, are the names and addresses of all the Employer's subsidiaries or branches, all of which shall become subject to this Agreement by reason of the Employer's becoming signatory hereto. (Failure to list below the names and addresses of the entire Employer's subsidiaries and branches does not exclude any non-listed subsidiary or branch from coverage of this Agreement.) if non, so state: _____ None

United Association of Journeyman and Apprentices of the Plumbing
and Pipe Fitting Industry of the United State and Canada, AFL-CIO

UA General President

Date: _____

(Note: Agreement only valid when signed by UA General President)