

Memorandum of Agreement between Enterprise Association Steamfitters Local Union 638 and Mechanical Contractors Association of New York, Inc. agreed to on June 11, 2014

1. **Term of the Agreement:** July 1, 2014-June 30, 2017.
2. **Rule I, Working Day,** Section Ib: add “and material deliveries.”
3. **Rule II, Rate of Wages:** The economic package and increments are as follows:

July 1, 2014-December 30, 2014	\$1.00
December 31, 2014-June 30, 2015	\$1.25
July 1, 2015-December 29, 2015	\$1.25
December 30, 2015-June 28, 2016	\$1.00
June 29, 2016-December 27, 2016	\$1.00
December 28, 2016-June 30, 2017	\$1.00

NEW YORK CITY PAID SICK TIME ACT. The contributions made in this section are made in lieu of paid sick days to the employees. By the Parties agreeing to this provision, they expressly waive the provisions of any New York City “Paid Sick Time Act” or comparable legislation that may be enacted by any local, state or federal government on the basis that comparable benefits are provided to the employees covered by this collective bargaining agreement in the form of paid days off.

4. **Rule IX, Cutting, Making Up Fittings and Fire Stopping,** Section II, second paragraph add at the end: Prefabricated flexible sprinkler heads not to exceed eighteen (18) inches are permissible.
5. **Rule IX, Section V,** first paragraph: add Tube Steel: The erection and assembly of all pipe hangers and the erection only of supports and manufactured or fabricated structural attachments for work covered by this Agreement is the work of the steamfitter and apprentice in accordance with Rule V. Back to back channels, tube steel and back to back angle iron suspended from structural attachments may be cut and/or welded in the shop of the direct employer or on the job in accordance with Rule V.
6. **Rule IX, add new Section X:** Geothermal Piping is the work of the steamfitter within the scope of their jurisdiction.
7. **Rule XII. Tools and Shanties, Section III.** Delete Two Hundred (\$200.00) dollars per man and change it to Four Hundred (\$400.00) per Employee.
8. **Rule XV: Shift Work:** Section I, First Paragraph: Delete “Commercial office” and “does not include hospitals.”

- 9. Rule XV-B Sub-Contracting: insert at the end of item 4:** Individually for each job subcontracted and **before** commencement of work by Local 638 members on the project being subcontracted.
- 10. Public Work Supplement: Rule XV: Shift Work:** Change Shift Rate (f) and (g) to provide payment of the regular wage rate plus a 15% premium and regular fringe benefit contribution rate plus a 15% premium. Also, add language in Rule II, Section IV after the word "XV" as follows: "or in Rule XV-(f) and (g) of the Public Works Supplement."
- 11. Rule XVII: Shop Stewards:** When the Union and MCA believe a MCA Contractor is in violation of the Trade Agreement by lumping, paying employees off the books, employing employees out of classification to perform work covered by the Trade Agreement, or performing work in violation of Rule XV-C, the Union or MCA shall contact the Shop Stewards Committee which shall consist of two (2) members from each Association. The Shop Stewards Committee shall decide whether the Union will have the right to send the third member to each job as Shop Steward for a period of one (1) year. If no agreement is reached by the Shop Stewards Committee, the Union and MCA may forward the matter to the Joint Board of Arbitration for a decision, which Board shall then meet within two (2) days. The final determination by the Joint Board of Arbitration shall be final and binding and not subject to Arbitration.
- 12. Rule II, Rate of Wages and Rule XXIII-A, Labor Management Cooperation Committee:** the Labor Management Cooperation committee will increase to \$0.04 per hour worked and upon review of public relations efforts in the Power Industry and other markets, there may be an increase to \$0.05 per hour worked, if needed, no later than July 1, 2015.
- 13. Agreement-Article VII: Procedure of Board of Arbitration:**

Add new paragraph after Section I, Paragraph 3: If the Employer fails to attend the sub-committee meeting described in Section I, second paragraph, or if it fails to attend a meeting of the full Board of Arbitration referred to in Section I, third paragraph, the sub-committee or the full committee, as the case may be, may issue a decision by default. If the sub-committee declines to issue a written decision in an instance when the employer fails to appear, the full committee shall then meet. If the employer fails to appear at the full committee meeting and the committee fails to render a decision, the union may seek appointment of an arbitrator.

Also add at the end of Section I the following: The Rules and Regulations of the Joint Arbitration Board for the Conduct of Grievances Pursuant to Article VII shall prevail and a copy of said rules shall be provided upon request.

14. Supplement for Long Island and Residential Work In New York City

For jobs bid on or after July 1, 2014, the terms of the Public Works Supplement will be used (1) for all jobs on Long Island, NY except power generation jobs, (2) for residential jobs in Brooklyn, Queens, the Bronx, and Staten Island, NY, and (3) for residential jobs in Manhattan.

For purposes of this provision “residential job” means all new construction or renovation of residential buildings, and a residential job is defined as single-family units contained in a multi-story building or a budget/economy hotel such as Hilton Garden Inn, Hampton Inn, Holiday Inn Express, Marriot Courtyard (or any others as agreed to by the Joint Trade Board); residential building does not include nursing homes, assisted living facilities, hospitals, college dormitories, or hotels (other than budget/economy hotels).

A residential building may include up to two floors of offices, stores, and/or restaurants; this Supplement shall not apply to those floors, unless included in the base building contract.

The most favored nation’s provision of the Trade Agreement, Article X, second paragraph, will not apply to or be invoked as to this Supplement.

This Supplement shall not apply to, or be invoked as to any job bid prior to July 1, 2014 and this Supplement shall not apply to any job governed by a Project Labor Agreement bid prior to July 1, 2014.

All work bid under the terms and conditions of this Agreement, shall be completed under the terms of this Agreement.

Temporary services will be maintained at the owner’s request in accordance with the Trade Agreement. Once the system is on automatic, then no temporary services will be required.

The Supplement shall expire June 30, 2016 as to item (3) residential jobs in Manhattan.

15. Rule XV-D and Public Works Supplement: Delete Fifteen Million (\$15,000,000.00) and add Thirty (\$30,000,000.00). Delete One Million Five Hundred Thousand (\$1,500,000.00) and add Three Million (\$3,000,000.00).