

LOCAL UNION 638 ADDENDUM TO THE
UNITED ASSOCIATION NATIONAL RESIDENTIAL AGREEMENT
FOR RESIDENTIAL AND HOSPITALITY CONSTRUCTION
UP TO AND INCLUDING 40 STORIES
FOR HVAC AND SPRINKLER

SPECIAL CONDITIONS:

- A. The term “Scope of Work” shall be defined as:
1. Private residential buildings including but not limited to, condominiums, co-ops, rental properties, nursing homes, and assisted living facilities up to and including forty (40) stories and not to exceed three hundred thousand (300,000) square feet; and
 2. Hotels including, but not limited to, Days Inn, Super 8, Fairfield Inn & Suites, Wyndham chain hotels, Marriott chain hotels, Hilton chain hotels and any similar chain hotels up to and including forty (40) stories and not to exceed three hundred thousand (300,000) square feet.
 3. A building shall be considered a private residential or hospitality building if classified as such by the NYC Department of Buildings or the public agency with authority over the building.
- B. If any Building Trades Council within the jurisdiction of Local 638 enters into a Project Labor Agreement (PLA) for work covered by this agreement, the terms of the PLA shall supersede the terms of this agreement. If the work covered by this agreement is subject to Labor Law 220 or the Davis Bacon Act, the terms of those laws shall supersede the terms of this agreement.
- C. The most favored nations clause of the Local 638 Construction Branch Collective Bargaining Agreement does not apply to this agreement.
- D. The workforce shall consist of the following:
1. Construction Branch Journeymen and Apprentices
 - a. All Construction Branch Journeymen and Apprentices shall be hired and fired in accordance with the Public Works Supplement.
 2. Helpers
 - a. Helpers will be hired through the jointly administered Local 638 Training Center from the existing waiting list of applicants for the Local 638 Construction Branch Apprentice Program and may be recruited from other methods available with approval by the Oversight Committee.
 - b. The employers are required to contribute to the established funds for Helpers on behalf of newly engaged employees starting with their first hour of covered employment. Helpers will be paid in accordance with the attached wage rate schedule and fund eligibility requirements. All benefits will be contributed to the Steamfitters Industry Trust Funds.
 - c. All employees, including Helpers, will be required to have completed the OSHA 10-Hour safety training before entering a jobsite.
 - d. Helpers shall assist in the performance of all work covered under this agreement, except that at no time shall Helpers weld. Helpers shall work under the supervision of a journeyman to safely perform any work that is assigned.
 - e. The fitter in charge shall be a Construction Branch Journeyman.
 - f. Hiring of employees must satisfy ALL three of the following:
 - i. The first and last individuals employed on a job site shall be two Construction Branch Steamfitters (i.e., 1 Journeyman & 1 Apprentice, or two Journeymen), and
 - ii. a Construction Branch Apprentice must be hired prior to any Helpers.

- iii. Once sections i, and ii above are met, the crew ratio shall be as follows:
 - 1 Construction Branch Steamfitter to 1 Helper.
 - g. The number of helpers may be increased or decreased on the jobsite at the employer's discretion, provided that the number of helpers does not exceed the crew ratio set forth above. The ratio shall not exceed a 50/50 ratio.
- E. The hours of labor shall comply with the following:
- a. The hours of labor shall be eight (8) hours per day, Monday to Friday, between the hours of 7:00 A.M. to 4:30 P.M., with a thirty (30) minute unpaid lunch break. The hours of labor may be adjusted if agreed upon between Local 638 and the contractor.
 - b. Overtime for Local 638 Construction Branch Journeymen and Apprentices shall be paid at the rate of one and one half (1 ½) times the regular wage rate and benefit rate for eight (8) hours of work on Saturday between the hours of 7:00 A.M. to 4:30 P.M., with a thirty (30) minute unpaid lunch break. All other overtime for Local 638 Construction Branch Journeymen and Apprentices shall be paid in accordance with the CBA. Overtime for Helpers shall be paid at the rate of one and one half (1 ½) times the regular wage rate and benefit rate.
 - c. Holidays shall be recognized as follows: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. All work performed by Local 638 Construction Branch Journeymen and Apprentices on these holidays shall be paid at two (2) times the regular wage and benefit rate. All work performed by Helpers on these holidays shall be paid at one and one half (1 ½) times the regular wage and benefit rate.
- F. Mechanical Contractors Association of New York (the "MCA") members and any contractor signatory to an agreement with Local 638 bidding a project not covered under the Scope of Work and/or those jobs with other unique conditions may apply to the "Oversight Committee" for the project to be covered under the terms and conditions of this Agreement. The "Oversight Committee" shall consist of five (5) designated representatives of the Union, which will include the President and Business Agent at Large and five (5) designated representatives of the MCA. The Oversight Committee shall meet quarterly, or more frequently when necessary, for the duration of this Agreement. A quorum of three (3) Union and three (3) MCA representatives must be present or have provided their proxy in order to approve changes to and/or site-specific uses of this Agreement. In addition, the U.A. International Representative shall be a member of the Oversight Committee. The Oversight Committee may create procedures and forms for documenting work bid and performed under this Agreement. Said procedures and forms shall be made readily available for all contractors performing this work.
- G. The terms of the Public Works Supplement of the Local 638 Construction Branch Collective Bargaining Agreement (the "CBA") shall apply to the work covered by this Agreement. The CBA shall apply with regard to all other rules and conditions not specifically covered under the Public Works Supplement or this Agreement. Where conflict exists, this Agreement shall take precedence over the Public Works Supplement and the CBA.
- H. There will be no temporary services, once the contractor has been provided a letter of acceptance of the system. If requested, temporary services shall be paid in accordance with the CBA.
- I. Fabrication for comfort cooling and heating pipe may be done in accordance with the United Association ("UA") Yellow Label Agreement, when performed in a fabrication shop within the Local 638 jurisdiction.

- J. The contractor shall only be responsible for performing the work that has been included in the specific contract for each individual project. At no time will a contractor be responsible to perform any work outside of the scope of the contract specified for each individual project. Any contractor party to this agreement shall make every effort to obtain all work within jurisdiction of 638 CBA.
- K. There shall be no restriction on the fabrication or making up of fittings on any sprinkler pipe. Flexible heads may be used in accordance with New York City Building and Fire Department Codes and any other governing agency for which work under this Agreement is to be performed.
- L. Any disputes arising under this Residential Supplement shall follow the grievance and arbitration procedure established in the Local 638 CBA.
- M. This Agreement shall only apply to work bid on or after February 1, 2018 and on or before January 31, 2019 at which time this Agreement will terminate. All work bid under this Agreement shall be completed under this Agreement. With 45 days' notice prior to the end of this Agreement, the parties may mutually agree to extend this Agreement.
- N. 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.

Helper Wage Rates: February 1, 2018-January 31, 2019

	Wage	Healthcare	401(a)	Total
Helper	\$15.00	\$4.00	\$2.00	\$21.00

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Effective February 1, 2018 – January 31, 2019

In WITNESS WHEREOF, the parties named above have caused their proper Committees, having full power, to sign these presents:

FOR THE ENTERPRISE ASSOCIATION OF STEAMFITTERS LOCAL 638

Robert Bartels, Jr., Business Agent At Large
Residential Committee Chairman

Patrick Dolan, President



Date: 1/3/18


Date: 1/3/18

FOR MECHANICAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

William McMorrow,
Residential Committee Co-Chairman

Anthony Saporito, Executive VP


Date: 1/30/18


Date: 1/3/18

FOR THE UNITED ASSOCIATION

John Murphy, U.A. International Representative


Date: 1/17/18