

**LOCAL 638 FIRE PROTECTION SECOND ADDENDUM TO THE
UNITED ASSOCIATION NATIONAL AGREEMENT FOR
RESIDENTIAL & LIGHT COMMERCIAL CONSTRUCTION**

This **LOCAL 638 FIRE PROTECTION SECOND ADDENDUM TO THE UNITED ASSOCIATION NATIONAL AGREEMENT FOR RESIDENTIAL & LIGHT COMMERCIAL CONSTRUCTION**, effective as of December 1, 2022 (the "Effective Date"), is entered into by and between the Mechanical Contractors Association of New York ("MCA"), for itself and its member contractors (individually referred to as "Employer") and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("UA") (collectively, the "Parties"). All non-MCA member employers shall be permitted to sign a letter of assent agreeing to be bound by the terms of this Second Addendum and shall be considered "Employers" within the meaning of this Second Addendum.

WHEREAS, in order to improve its ability to compete with the non-union sprinkler fitting industry, Enterprise Association of Steamfitters Local 638 ("Local 638") has established a new division within the Construction Branch of Local 638 dedicated to the Local's fire protection workforce (the "Sprinkler Division");

WHEREAS, creation of the Sprinkler Division with focused training on fire protection will enhance job opportunities for the Local's fire protection workforce and will grow the UA's market share in this key industry sector;

WHEREAS, effective December 1, 2022, the Parties entered into a First Addendum to the UA's National Agreement for Residential & Light Commercial Construction ("National Agreement") that covers private residential buildings and hotels of a limited height, all warehouses, and box stores of a limited size with specified terms and conditions that are appropriate for such work ("First Addendum");

WHEREAS, the Parties agree that there is additional fire protection work that can be captured but the terms and conditions of the First Addendum are not appropriate for such work;

WHEREAS, the Parties wish to enter into a specific market recovery and retention agreement to cover this additional scope of work that will also be structured as an addendum to the National Agreement and, for clarity, will be hereinafter referred to as the Second Addendum to the National Agreement; and

WHEREAS, the Parties agree that the terms of this Second Addendum to the National Agreement (referred to herein as "the Second Addendum") shall constitute a duly approved modification of the National Agreement for work described in Section 1 (Scope) herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Scope of Work

The scope of work covered by this Second Addendum shall consist of all fire protection services provided by employees performing work in the classifications set forth in Section II below ("Employees") in Local 638's jurisdiction on the following:

- A. Work performed in private residential buildings up to three hundred thousand (300,000) square feet;
- B. Work performed under the New York City Limited Alteration Application (LAA);
- C. Work performed under a Nassau County Fire Prevention Ordinance Sprinkler System Relocation Permit;
- D. All temporary loops where the square footage under contract is less than 50,000 square feet;
- E. All cutting and capping of existing fire sprinkler systems during demolition;
- F. Hydrostatic Testing for a third-party entity when Local 638 Construction Branch Journeymen and/or Apprentices have completed and turned over the fire protection system;
- G. Work in all buildings under 200,000 square feet for all of Nassau and Suffolk Counties and all boroughs except Manhattan, excluding hospitals, industrial plants, schools or universities, or any work under any local, state or federal prevailing rate law;
- H. All commercial storefront space up to 50,000 square feet;
- I. Tenant fit-out work in all buildings with total square footage under 200,000, and the renovated space under contract is no more than 100,000 square feet; and
- J. All work related to bringing any building into compliance with NYC local Law 26 of 2004.

II. Classifications of Employees

The Employer shall use the following classifications of Employees to perform work under this Second Addendum as prescribed below:

- A. Fire Protection Fitters: A Fire Protection Fitter is an individual who satisfies the requirements below:
 - 1. There shall be three Levels of Fire Protection Fitters: Level 1, Level 2, and Level 3.
 - 2. All Fire Protection Fitters shall participate in mandatory training as set forth in Schedule 1 of this Second Addendum to help them advance from a Level 1 Fitter to a Level 3 Fitter.
 - 3. A Fire Protection Fitter must complete a minimum of 3,000 paid hours at each Level and complete the training and testing requirements for each Level, set forth in Schedule 1, prior to elevation to the next Level.

4. If prior work experience and/or training are documented, Local 638 may approve direct entry of a Fire Protection Fitter into the appropriate Level described in this Second Addendum.
 5. A newly organized Fire Protection Fitter performing work on or after the Effective Date of this Second Addendum will be subject to a 30-day probationary period. The Employer must notify Local 638 in writing at the initiation of the probationary period. Following this period, the Employer, with the consent of Local 638, may release the Fire Protection Fitter with no obligation from the Employer or the Union. After such period, they will no longer be considered probationary employees.
 6. If all hours and training requirements are met, a Fire Protection Fitter may apply for Fire Protection Journeyman status. The Oversight Committee, *see* Article VII below, shall evaluate the application for advancement from Level 3 Fire Protection Fitter to Fire Protection Journeyman. The Oversight Committee may also evaluate an individual for direct entry as a Fire Protection Journeyman if such individual has the necessary skills and experience, as determined by the Oversight Committee, to perform the duties of a Fire Protection Journeyman.
- B. *Fire Protection Journeyman*: A Fire Protection Journeyman ("FP Journeyman") is an individual who has met the requirements to attain the status of a FP Journeyman. A FP Journeyman may be employed by Employers performing work under this Addendum to the National Agreement, and by any other licensed signatory fire protection contractor, for a period of five years after which, upon request, the FP Journeyman will be classified as a Construction Branch Steamfitter Journeyman.
- C. *Other Classifications*: The Employer may, in its sole discretion, utilize Construction Branch Steamfitter Journeymen and Apprentices to perform work covered by this Second Addendum. Should the Employer utilize Construction Branch Steamfitter Journeymen or Apprentices, the Employer shall comply with all wages, benefits and other terms and conditions of employment for such Employees set forth in the Enterprise Association-Local 638 Working Agreement ("Local 638 CBA").

III. Hours of Labor

The following provisions shall govern the hours of labor under this Second Addendum:

- 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 Employer.
- B. Overtime shall be paid at the rate of one and one half (1½) times the regular wage rate and benefit rate Monday through Friday and for the first 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 shall be paid in accordance with the Local 638 CBA.
- 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 on these holidays shall be paid at two (2) times the regular wage and benefit rate.

IV. Wages and Fringe Benefits

A. The applicable wage and fringe benefit rates for Employees performing work under this Second Addendum as of December 1, 2022, is set forth in Schedule 2. The applicable wage and fringe benefit rates for Employees performing work under this Second Addendum as of January 1, 2023, is set forth in Schedule 3. Any additional wage and fringe benefit increases shall be consistent with increases provided to Construction Branch Steamfitter Journeymen in the Local 638 CBA. Future increases shall be according to the schedule below based on the following percentages of the wage rate and fringes payable to journeymen steamfitters:

Level 1A – 25% of a journeyman steamfitter rate of wages and all fringes

Level 1B – 35% of a journeyman steamfitter rate of wages and all fringes

Level 2 – 45% of a journeyman steamfitter rate of wages and all fringes

Level 3 – 55% of a journeyman steamfitter rate of wages and all fringes

B. Benefits shall be paid to the following fringe benefit funds for the classifications designated and at the rates set forth in Schedule 2 and Schedule 3 of this Second Addendum starting as of the Employees' first hour of work or first hour paid, as stated in Schedules 2 and 3:

1. Steamfitters' Industry Pension Fund
2. Steamfitters' Industry Supplemental Retirement Plan
3. Health Reimbursement Account of the Steamfitters' Industry Welfare Fund
4. Steamfitters' Industry Welfare Fund
5. Steamfitters' Industry Educational Fund
6. Steamfitters' Vacation Plan (wage deduction)
7. Steamfitters' Industry Security Benefit Fund
8. Steamfitting Industry Fund of New York and Long Island
9. Labor-Management Cooperation Committee
10. United Association International Training Fund

C. The Employer shall be bound to all provisions of the Local 638 CBA governing the payment requirements to the Funds identified in B above. Such Employer shall also be bound by the Agreement and Declaration of Trust establishing and maintaining each of the above Funds, as set forth in Article X of the National Agreement.

D. 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 the New York State Paid Sick Leave Law and the requirements under Section 196-b of New York State Labor Law, the New York

City Paid Sick and Safe Leave Law, 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 agreement in the form of contributions into various funds in lieu of paid days off.

V. Special Conditions

- A. All Employees will be required to complete all safety training mandated by the NYC Department of Buildings prior to entering any jobsite.
- B. Employment under this Second Addendum is not subject to Rule V of the CBA or the Public Works Supplement to the CBA (the "PWS"), except as otherwise required in Section II(B) above.
- C. Any work performed under this Second Addendum must be properly supervised and conducted with a crew size necessary to safely complete any project assigned to any Employee covered by this Second Addendum.
- D. Other than as required in this Second Addendum, Employees shall be free to solicit their own employment. The hiring procedures set forth in Article IX of the National Agreement shall not apply.
- E. There shall be no restriction on the fabrication or making up of fittings on any sprinkler pipe less than 6" in diameter. The Employer shall ensure that pipe, 6" or greater in diameter, is welded, grooved, or fabricated under conditions that are equal to or better than economic conditions that apply in a commercial fabrication shop that is duly licensed to use a UA Sprinkler Label (yellow or red and white). Flexible heads, not to exceed 2 feet, and may be used in accordance with any applicable New York City Building and Fire Department codes or any other government agency codes.
- F. If the New York City Building Trades Council enters into a Project Labor Agreement ("PLA") for work covered by this Second Addendum, the terms of the PLA shall supersede the terms of this Second Addendum.
- G. An out-of-town employer that has a fire protection license to operate within the jurisdiction of Local 638 will be permitted to sign a letter of acceptance to use this Second Addendum to perform covered work without executing the Local 638 CBA. Said Employer will be permitted to bring in up to four employees to perform such work.

VI. Grievance and Arbitration

The Parties agree that the grievance and arbitration procedures set forth in the Local 638 CBA shall supersede the provisions set forth in the National Agreement and shall apply to resolve any disputes that arise during the term of this Second Addendum.

VII. Oversight Committee

- A. The MCA or an individual Employer signatory to this Second Addendum that is bidding a project not included under the Scope of Work defined in Section I above, 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 Second Addendum.

- B. The Oversight Committee shall consist of eight (8) representatives, five (5) representing the Union (including a UA International Representative who shall be assigned by the UA General President to the Committee) and three (3) representing the MCA/Employers. A quorum of three (3) Union and two (2) MCA/Employer representatives must be present or have provided their proxy in order to approve changes to and/or site-specific uses of this Second Addendum. The Oversight Committee may create procedures and forms for documenting work bid and performed under this Second Addendum. Said procedures and forms shall be made readily available for all contractors performing this work. The Oversight Committee shall meet quarterly for the duration of this Second Addendum.

VIII. Miscellaneous Provisions

- A. Each Party hereby represents that it is duly authorized and empowered to execute, deliver, and perform this Second Addendum and this Second Addendum is a valid and binding obligation enforceable against such Party in accordance with its terms.
- B. No provision in this Second Addendum may be amended, altered, or modified unless in writing executed by each of the Parties hereto.
- C. All notices or other communication required or permitted to be given under this Second Addendum are to be made in writing and delivered to the person and address specified on the signature page hereto via Federal Express or another similar carrier that tracks package delivery. Notices shall be deemed effective upon receipt.
- D. This Second Addendum may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- E. If any terms in this Second Addendum conflict with any local, state, or federal prevailing rate law, such prevailing rate law shall supersede the terms of this Second Addendum.
- F. Except as modified in this Second Addendum, all other terms and conditions of the National Agreement shall apply to all work performed under this Second Addendum.
- G. Local 638 is hereby assigned the responsibility of daily administration of this Agreement.

IX. Term of Agreement

- A. This Second Addendum shall only apply to work bid after the Effective Date.
- B. The initial term of this Second Addendum shall be for one year from the Effective Date. The Second Addendum shall automatically renew and shall continue unless and until either Party provides sixty (60) days' written notice to the other Parties of its desire to terminate this Agreement.
- C. Such termination will be effective thirty (30) days from the date of receipt. All work bid under this Second Addendum shall be completed under this Second Addendum.

IN WITNESS WHEREOF, the Parties have caused this Second Addendum to be executed by their duly authorized representatives as of the date first set forth above.

MECHANICAL CONTRACTORS
ASSOCIATION OF NEW YORK, INC.

By: Anthony Saporito
Name: Anthony Saporito
Title: Executive Vice President

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES
AND CANADA, AFL-CIO

By: Mark McManus
Name: Mark McManus
Title: General President

By: Thomas L. Bigley
Name: Thomas L. Bigley
Title: Director, Plumbing Services

By: Michael P. Mulvaney
Name: Michael P. Mulvaney
Title: Executive Vice President
Local 638 Trustee

