

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

This **LOCAL 638 FIRE PROTECTION FIRST 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 First Addendum and shall be considered "Employers" within the meaning of this First 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 fire protection workforce (the "Sprinkler Division");

**WHEREAS**, the UA, the MCA, and Local 638 are committed to support growth and increased market share in the fire protection sector;

**WHEREAS**, the UA's National Agreement for Residential & Light Commercial Construction ("National Agreement") provides a ready vehicle to set forth the terms and conditions of employment for Local 638's fire protection workforce that will enhance their job opportunities and grow the UA's market share in this key industry sector;

**WHEREAS**, the Parties agree that the terms of this Addendum to the National Agreement (referred to herein as "the First Addendum") will satisfy all requirements of the National Agreement to constitute an approved Schedule A as described in the National Agreement, and the terms of this First Addendum shall constitute a duly approved modification of the National Agreement for work described in Section I (Scope) herein; and

**WHEREAS**, the Parties have, effective December 1, 2022, executed a separate Second Addendum to the National Agreement covering a different scope of fire protection services ("Second Addendum").

**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 First 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. Private residential buildings and hotels, including but not limited to, condominiums, co-ops, rental properties, nursing homes, chain hotels and assisted living facilities up to and including forty (40) stories and not to exceed four hundred thousand (400,000) square feet (a building shall be considered a private residential or hospitality building if classified as such by the NYC Department of Buildings or other public agency with authority over the building);

- B. All warehouses; and
- C. Box store construction up to 200,000 square feet.

## II. Classifications of Employees

The following classifications of Employees shall perform work under this First Addendum:

- A. Construction Branch Steamfitter Journeyman: A Construction Branch Steamfitter Journeyman is an individual who has satisfied all of the requirements to perform work as a Steamfitter Journeyman under the Enterprise Association-Local 638 Working Agreement ("Local 638 CBA").
- B. Construction Branch Steamfitter Apprentice: A Construction Branch Steamfitter Apprentice is an individual who is enrolled as a registered apprentice in the jointly administered Steamfitter's Industry Educational Fund ("Training Fund") and has otherwise satisfied all of the requirements to perform work as a Steamfitter Apprentice under the Local 638 CBA. Apprentices must be hired through the Training Fund.
- C. 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 I of this First 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 I, 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 First Addendum.
  - 5. Employers may only hire Fire Protection Fitters for work under this First Addendum according to the following ratios:
    - a. The first and last individuals employed on any job shall be two Construction Branch Steamfitters (1 Journeyman and 1 Apprentice, or 2 Journeymen);
    - b. A Construction Branch Apprentice must be hired prior to hiring any Fire Protection Fitter;
    - c. In addition to the conditions set forth in Section 5(a) and (b), above, the crew ratio must be one (1) Construction Branch Steamfitter to one (1) Fire Protection Fitter at all times; and
    - d. The number of Fire Protection Fitters may be increased or decreased on the jobsite at the Employer's discretion, provided that the number of Fire Protection Fitters does not exceed the 1:1 ratio described in Section 5(c) above.
  - 6. A newly organized Fire Protection Fitter performing work on or after the

Effective Date of this First 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.

7. 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.

D. 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.

E. Helpers: A Helper is an individual who satisfies the requirements below:

1. Helpers may be hired for any project covered by this First Addendum under the following conditions:
  - a. Helpers must be hired through the Training Fund from the existing waiting list of applicants for the Local 638 Construction Branch Apprentice Program or may be recruited using other available methods with approval by the Oversight Committee.
  - b. Helpers shall work under the supervision of a Construction Journeyman to safely perform any work that is assigned.
  - c. Employers may only hire Helpers for work under this First Addendum according to the following schedule:
    - (1) The first and last individuals employed on a job site shall be two (2) Construction Branch Steamfitters (1 Journeyman and 1 Apprentice, or 2 Journeymen);
    - (2) A Construction Branch Apprentice must be hired prior to any Helper;
    - (3) In addition to the conditions set forth in Section II.E.1.c(1) and (2), above, the crew ratio must be one (1) Construction Branch Steamfitter or Fire Protection Fitter to one (1) Helper; and
    - (4) 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 1:1 ratio described in Section E.1.c(3), above.

**III. Hours of Labor**

The following provisions shall govern the hours of labor under this First 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 to this First Addendum. Benefits are paid starting as of the Employee's 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. Steamfitters' Industry Welfare Fund
- 4. Health Reimbursement Account of the 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 paid days off.

V. **Special Conditions**

- A. All Employees will be required to complete all safety training mandated by the NY Department of Buildings prior to entering any jobsite.
- B. The terms of Public Works Supplement to the Local 638 CBA (the "PWS") shall apply to the work covered by this First Addendum. The Local 638 CBA shall apply with regard to all other rules and conditions not specifically covered under the PWS or this First Addendum. If there is a conflict between the terms of this First Addendum and the PWS and/or the Local 638 CBA, the terms of this First Addendum shall prevail.
- C. Any work performed under this First Addendum must be properly supervised and conducted with a crew size necessary to safely complete any project assigned to any Employee covered by this First Addendum.
- D. Other than as required in this First 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 malting 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 economic conditions that are equal to or better than 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, 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 First Addendum ("PLA") for work covered by this First Addendum, the terms of the PLA shall supersede the terms of this First 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 First 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.
- H. A Shop Steward will be appointed by Local 638 when the 5th Construction Branch Employee (counting only Construction Journeymen and Construction Apprentices) is assigned to a project covered by this First Addendum. Local 638 shall have full

discretion to appoint any Employee to act as the Shop Steward on any project.

**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 First Addendum.

**VII. Oversight Committee**

- A. The MCA or an individual Employer signatory to this First 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 First 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 First Addendum. The Oversight Committee may create procedures and forms for documenting work bid and performed under this First Addendum. Said procedures and forms shall be made readily available to all contractors performing this work. The Oversight Committee shall meet quarterly for the duration of this First Addendum.

**VIII. Miscellaneous Provisions**

- A. Each Party hereby represents that it is duly authorized and empowered to execute, deliver, and perform this First Addendum and this First Addendum is a valid and binding obligation enforceable against such Party in accordance with its terms.
- B. No provision in this First 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 First 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 First 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 First Addendum conflict with any local, state or federal prevailing rate law, such prevailing rate law shall supersede the terms of this First Addendum.
- F. Except as modified in this First Addendum, all other terms and conditions of the National Agreement shall apply to all work performed under this First Addendum.
- G. Local 638 is hereby assigned the responsibility of daily administration of this First Addendum.

**IX. Term of First Addendum**

- A. This First Addendum shall only apply to work bid after the Effective Date.

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

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

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

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

