

THIS AGREEMENT

entered into as of

MAY 1, 2025 to APRIL 30, 2029

by and between

MECHANICAL CONTRACTORS ASSOCIATION, INC.
(hereinafter the “Association”)
on behalf of all the mechanical contractors who have
authorized the Association to act as their
collective bargaining agent
(hereinafter “Employers”)

and

LOCAL UNION NO. 24 OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA, AFL-CIO
(Hereinafter the “Union”)

THE GEOGRAPHIC JURISDICTION OF PLUMBERS LOCAL 24 IS:

The Counties of:

Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union, Warren, and parts of Hunterdon, Mercer, Middlesex, and Somerset Counties.

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THIS AGREEMENT entered into as of MAY 1, 2025 to APRIL 30, 2029 by and between MECHANICAL CONTRACTORS ASSOCIATION, INC. (hereinafter the "Association") on behalf of all the mechanical contractors who have authorized the Association to act as their collective bargaining agent (hereinafter "Employers") and LOCAL UNION NO. 24 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (Hereinafter the "Union").

WITNESSETH:

WHEREAS, the parties hereto have a community of interest in establishing and maintaining the highest possible standards in the Plumbing and Heating Industry; and

WHEREAS, the parties hereto wish to agree upon basic rules under which there will be harmonious relationship between the Employer, Union and the community as a whole; and

WHEREAS, both parties are mindful of the fact that through mutual cooperation, progress in the industry will be assured, industrial peace will be maintained and differences will be resolved; and

WHEREAS, the Union hereby warrants that it is in full compliance with the provisions of the National Labor Relations Act; and

WHEREAS, the Union additionally warrants that a majority of the Employees covered by this Agreement have selected it to represent them as their collective bargaining agent;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other valuable considerations moving from each party to the other, receipt for which is acknowledged, the parties mutually agree as follows:

ARTICLE I

Recognition

1.1 The Union warrants and represents that it has been designated as collective bargaining representative by the majority of the employees in the bargaining unit. In reliance upon such representation and warranty, the Employers do recognize the Union as the exclusive representative of all employees in the bargaining unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, subject to the provisions of Section 9 (a) of the Labor-Management Relations Act of 1947, as amended. The entire relationship of the parties is fully and exclusively set forth by this Agreement, and by no other means, oral or written. All conditions of employment agreed upon are exclusively set forth herein, and neither the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, nor the Constitution nor By-Laws of the Union, shall be binding upon the Employer, nor shall anything therein contained affect the right of hiring prospective journeymen or the wages, hours of working or conditions of the journeymen of the Employers.

ARTICLE II

Management Rights

2.1 Except as expressly limited by the other provisions of this Agreement, the Employer retains full and exclusive authority for the management of his operations. The Employer shall have the right to plan, direct and control the operation of all his work and his working forces, at his sole prerogative, including hiring, selection of foremen, suspension or discharge of Employees for proper cause, lay-off of Employees because of lack of work or for other legitimate reasons. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of Employees. The Employer shall decide the amount of equipment to be used and the number of Employees needed.

2.2 Employees shall observe the Employer's rules and regulations not inconsistent with this Agreement which shall be posted at the project.

2.3 If the Union disputes any of the above rules and regulations, it may be submitted to the Joint Conference Committee.

ARTICLE III

Union Cooperation

3.1 The Union agrees to cooperate with the management to attain the best productivity possible which is consistent with fair and reasonable labor practices. The Union will support management's effort to improve production, establish efficient methods, eliminate waste, conserve tools, materials, equipment and improve the quality of workmanship.

ARTICLE IV

Work Day and Work Week

4.1 Eight (8) hours shall constitute a day's work, with a consistent starting time established between the hours of 7:00 a.m. and 4:30 p.m. There shall be a thirty (30) minute lunch break somewhere between 11:00 a.m., and 1:00 p.m. The maximum work week shall be forty (40) hours, beginning Monday, 7:00 a.m. and ending Friday, 4:30 p.m. After said hours, the rate is at the applicable overtime rate as established in Article XIV. Five (5) days, Monday to Friday constitutes one week.

4.2 Journeymen and Apprentices shall report at the shop or jobsite 5 minutes prior to the established start time.

4.3 Journeymen and Apprentices working outside the jurisdictional limits of Local No. 24 shall leave the jurisdiction line on train or car which leave that point closest to the established start time.

4.4 Journeymen and Apprentices working outside of the jurisdictional limits of Local No. 24 shall leave the job to catch a train or car which will reach the jurisdictional line nearest the established quitting time.

4.5 Journeymen and Apprentices working within the jurisdictional limits and not reporting at the shop shall be on the job and ready to work at the established start time. In the event the Employee is required to use his own vehicle in being sent out of the territory on a job by his Employer, then said Employee shall be paid an automobile expense, in addition to any expense aforesaid calculated at the then-existing Internal Revenue Service approved rate. In the event that an Employee, using his own car, is sent from one job to another job on the same day within the territory of Local No. 24, the Employee will receive automobile expense calculated at the then-existing Internal Revenue Service approved rate.

4.6 Plumbers and Apprentices shall be allowed approximately fifteen (15) minutes to properly store and safeguard tools and equipment used during the work day so as to terminate the day at approximately the established quitting time. The same procedure shall be followed on overtime or shiftwork. The locking up of tools and materials is essential to the employer due to high losses due to theft. Failure to adhere to this procedure can result in dismissal and pay for actual time worked.

4.7 Any Employee who reports late for work or leaves early shall lose the wages for the time involved.

4.8 No Journeyman or Apprentice shall be allowed to work on any overtime unless in case of absolute necessity, and only then after he has notified the Business Agent or a member of the Executive Board and has obtained permission. In an emergency requiring immediate work to protect life, health or property, the work may be done without first obtaining the permission herein required. As soon as such emergency work is completed, notice must be given to the Business Agent.

4.9 The Employer doing business in this jurisdiction shall have the wages on the job or in the shop before the established quitting time every normal pay day, otherwise waiting time shall be paid at the applicable overtime rate. Work is not to be resumed until such time as wages and waiting time are paid in full.

4.10 There will be one (1) "coffee break" within the first two (2) hours of the commencement of work. This break will be permitted in the work station area; however, there will be no formal stoppage as a result thereof. This break will not exceed ten (10) minutes. In the case of shift work the "coffee break" will be within the first two (2) hours of the commencement of the shift.

4.11 When an employee is required to work beyond eight (8) hours there will be one (1) afternoon break permitted in the workstation area; however, there will be no formal work stoppage as a result thereof. This break will not exceed fifteen (15) minutes.

ARTICLE V

Shift Work

(Part A)

5.1A A project may be placed on shift work at the option of the Employer, but when shift work is performed, it must continue for a period of no less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular work day shall extend into a Saturday or a holiday, Employees shall be paid at the regular shift rate.

5.2A The first or day shift shall work on a regular eight (8) hour shift. The hours of the first shift shall be the same as the hours expressed in Article 4.1. If two shifts are worked, the second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours at the regular straight time rate plus a ten percent (10%) shift differential. Work in excess of eight (8) hours per shift and all shift work on Saturdays, Sundays, and Holidays shall be paid by adding the shift differential to the hourly rate and multiplying it by the applicable overtime rate established in Section 14.1. A second shift may be worked without a first shift being worked.

Contributions made to the following Benefit Funds: (Welfare Fund, Pension Fund, Annuity Fund, Personal Fund, Industry Fund and Education Fund) will be made based on applicable shift differential paid.

5.3A If three shifts are worked, the third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time rate plus a fifteen percent (15%) shift differential.

(Part B)

5.1B By mutual agreement between the Business Manager and the Employer, a work week may be established consisting of four (4) days of ten (10) hours per shift, Monday through Thursday at the straight time rate. Work performed outside of the established ten (10) hour shifts shall be paid for at the applicable overtime rate. The four (4) days of ten (10) hours shift, Monday through Thursday at the straight time rate shall also be available when mandated by a Construction owner in job specifications or general conditions.

5.2B By mutual agreement, lost time due to bad weather or conditions beyond the Employer's control (excluding holidays) may be made up on Friday. Friday makeup days shall be a full ten (10) hour shift, and pay for such makeup shall be at the straight time rate, with any hours worked beyond the ten (10) hour shift paid at the applicable overtime rate. All hours worked beyond forty (40) hour shall be paid at the applicable overtime rate.

5.3B When an employee is required to work beyond ten (10) hours, he shall be entitled to a thirty (30) minute paid meal period after every fourth hour worked thereafter, except at the completion of the work period. There will be one (1) afternoon break permitted in the work station area when four (4) day, ten (10) hour shifts are in effect; however, there will be no formal work stoppage as a result thereof. This break will not exceed fifteen (15) minutes.

ARTICLE VI

Wages

6.1 The following shall be paid during the terms of this Agreement.

	May 1, 2025 to April 30 2026
Journeyman	\$62.09 per hour
Foreman	8% above Journeyman's rate
General Foreman	15% above Journeyman's rate
	May 1, 2026 to April 30, 2027
	\$4.10 per hour increase to be allocated by April 1, 2022
	May 1, 2027 to April 30, 2028
	\$4.20 per hour increase to be allocated by April 1, 2023
	May 1, 2028 to April 30, 2029
	\$4.30 per hour increase to be allocated by April 1, 2024

Allocation of increases as herein provided among wages and existing Funds shall be made by the Union subject to consideration of recommendations by the Trustees and their consultants.

However, all or a portion of the second, third, or fourth year increases may be allocated by the Union to the Plumbers and Pipefitters National Pension Fund.

6.2 Wages may be paid by check, or via electronic deposit with the employees authorization, for the preceding week by any employer complying with the following procedure:

(a) Upon any request to pay by Electronic Deposit or check being made to the Union by an employer, the Union shall refer that employer to MCIC. If that employer is a regularly contributing employer to the Mechanical Contracting Industry Promotion Funds in New Jersey, who are member funds of the MCIC, MCIC shall issue its written notice to the Union that the employer is qualified to pay by Electronic Deposit or check. This notice shall be in the form annexed hereto and be signed by the administrator of the MCIC.

(b) Effective the date of the written notice from MCIC and thereafter, until terminated by written notice from MCIC, the employer shall be qualified for the payment-by-check guarantee program, shall be allowed to pay all of his employees represented by the Union by check and each of such employees shall be entitled to the benefits of such program as herein provided.

(c) The Guarantee shall apply in each case to payroll checks for not more than two consecutive weeks. If such check or checks are dishonored upon presentment for collection due to insufficient funds or to intervening bankruptcy or other insolvency proceedings, the employee or the Union shall promptly notify MCIC thereof. MCIC shall then promptly reimburse the employee to the extent of such loss, not to exceed the face amount of such payroll check or checks, in exchange for delivery of such dishonored check or checks and an appropriately executed assignment of his rights there under. The assignment forms shall be supplied by MCIC at its expense.

(d) The first time an Employer's paycheck for any Employee is dishonored by the drawee bank for "Not Sufficient Funds" (NSF) not caused by bank error, such Employee shall be reimbursed for any bank charges incurred for the returned item and lost time (if any) reasonably required to cover the dishonored check, not to exceed one (1) day's wage in total. The second time an Employer's paycheck for any Employee is dishonored by the drawee bank for "Not Sufficient Funds" (NSF) not caused by bank error, such Employee shall be reimbursed for any bank charges incurred for the returned item and lost time (if any) reasonably required to cover the dishonored check, not to exceed (3) days' wages in total.

6.3 All Employers contracting work outside the territorial jurisdiction covered by this Agreement shall pay to all Journeymen and Apprentice Plumbers hired through the Referral Service of Local Union No. 24, the minimum rate of wages called for by the Local Union Agreement in whose locality his work is situated unless said minimum rate is lower than that required under the terms of this Agreement in which case the minimum rate of wages required by this Agreement must be paid.

6.4 All Employees represented by the Union shall be paid all wages due them no later than 72 hours after the end of the normal pay week. All wages paid by check are to be on the job site and distributed to the Employees no later than 30 minutes before quitting time on the normal pay day. The Union must be provided with prior notice of any emergency which would cause an Employer to be in violation of this Article, or else the Employee shall be paid time and one half for the normal work day hours until the Employee receives his pay. All costs incurred by an Employee due to dishonored checks from the Employer shall be reimbursed by the Employer within three (3) days.

ARTICLE VII

Fringe Benefit Funds

7.1 Welfare Fund: All Employers shall contribute to the Welfare Fund of Local Union No. 24 the sum of \$22.85 per hour and \$34.28 per hour for each time and one-half hour worked and \$45.70 per hour for each double time hour worked by and for all Employees covered by this Agreement. This hourly rate shall apply equally to all Foremen and Journeymen, regardless of rate of pay. The Welfare Fund shall be administered by five (5) Trustees selected by the Union and five (5) Trustees selected by the Association.

7.2 Pension Fund: All employers shall contribute to the Pension Fund of Local No. 24 the sum of \$10.25 per hour and \$15.38 per hour for each time and one-half hour worked and \$20.50 per hour for each double time hour worked by and for all employees covered by this Agreement. This hourly rate shall apply equally to all Foremen and Journeymen, regardless of rate of pay. The Pension Fund shall be administered under the terms of the existing Trust Agreement by five (5) Trustees selected by the Union and five (5) Trustees selected by the Association.

7.3 Education Fund: All Employers shall contribute to the Education Fund of Local No. 24 the sum of \$1.45 per hour and \$2.18 per hour for each time and one-half hour worked and \$2.90 per hour for each double time hour worked by and for all employees covered by this Agreement.. The Fund is established to assist in the financing of an Apprentice and Journeyman training program. The Fund shall be administered in accordance with the existing Trust Agreement by an "Education Committee" comprised of five (5) members selected by the Union and five (5) members selected by the Association. The Fund shall continue to operate as a tax exempt organization under the United States Internal Revenue Code, the Employee Retirement Income Security Act of 1974, the Labor Management Relations Act and meet the requirements of the Bureau of Apprenticeship, United States Department of Labor and such other statutes, decrees, rules and regulations as are applicable. The "Education Committee" shall administer the entire Fund program herein created and shall determine the method of collection of Employer contributions, expend such funds as are necessary to carry out all programs, and invest, and reinvest the funds hereby created.

7.4 Joint Apprenticeship Committee: The parties have established a "Joint Apprenticeship Committee" comprised of five (5) members selected by the Union and five (5) members selected by the Association, to create and operate a training program in conformity with National standards agreed upon and published by the United Association and the Mechanical Contractors Association of America in the jurisdiction of Local No. 24.

7.5 Industry Fund: Employers shall pay to the Industry Fund \$.35 per hour worked and \$.70 per hour for each double-time hour worked and \$.53 per hour for each time and one-half hour worked by all Employees.

7.6 Annuity Fund: All Employers shall contribute to the Annuity Fund of Local No. 24 the sum of \$8.75 per hour and \$13.13 per hour for each time and one-half hour worked and \$17.50 per hour for each double time hour worked by and for all employees covered by the Agreement. This hourly rate shall apply equally to all Foremen and Journeymen, regardless of rate of pay. The Annuity Fund shall be administered by five (5) Trustees selected by the Union and five (5) Trustees selected by the Association.

7.7 Employer contributions for apprentices to the Fringe Benefit Funds shall be at the following rates:

Pension Fund*	(same percentage as applicable
Education Fund	(Apprenticeship rate bears to
Industry Fund	(Journeyman's rate (see Art. XI)
Annuity Fund	

*Pension—No contribution for 1st year apprentices.

*Welfare Fund—First, Second, Third, Fourth, and Fifth year Apprentice – \$11.30

*HRA Contribution—First through Fifth Year Apprentice contribution made at applicable percentage.

7.8A Personal Fund: The Employer shall remit to the Personal Fund of Local No. 24 \$2.25 per hour and \$3.38 per hour for each time and one-half hour worked and \$4.50 per hour for each double time hour worked by and for all employees covered by this Agreement. This Personal Fund remittance shall be withheld from the Employee's weekly pay and shall be included as wages, subject to all required payroll withholding for income tax and social security and other usually required legal deductions.

NJ Paid Sick Time: The aforementioned Contributions made in this section are in lieu of paid sick days to the employees. By the parties agreeing to this provision, they expressly waive the provisions of any Municipal, County, State, Local, or Federal "Paid Sick Time" Act or comparable legislation that may be enacted by any Municipal, County, State, Local, or Federal Government.

7.8B Apprentices Personal Fund Contributions shall be paid the same percentage as listed in Article XI.

7.9 Employer Trustees on Jointly Administered Funds:

Employer Trustees on the jointly administered fringe benefit funds to be thereafter designated by the Association shall be comprised of Employers within the jurisdiction of *the New Jersey State Association of Pipe Trades*. The Executive Director of the Association may serve as one of the Employer Trustees. Employee Trustees shall be designated by the Union.

7.10 Funds Guaranty and Administration

A.) The Employer hereby agrees to be bound by the current Trust Agreement of the Welfare, Annuity, Pension, and Personal Funds and by the rules and regulations of the Education Committee. Method of payment of fringe benefits: One check shall be sent covering total payment to the Welfare Fund, Pension Fund, Industry Fund, Education Fund, Annuity Fund and the Personal Fund. This check shall be made payable to "Distribution Fund of Local No. 24," upon which account only the depository bank may draw and allocate monies in accordance with the form submitted by the Employer with payment. The above Funds will be administered in strict compliance with current labor management laws.

B.) Prior to obtaining any of the job applicants from the Union exclusive hiring hall as provided in this agreement, each Employer shall have delivered to the Administrator of the Funds security for the timely and full payment of all Fringe Benefit Fund contributions provided for under this agreement. Security shall be kept in full force and effect for the entire term of this Agreement unless the Employer ceases to perform any work under this Agreement. This security, in the discretion of the Employer, shall be in one of the following form:

1.) A corporate surety bond issued by an insurance company duly licensed to do a surety business in the State of New Jersey in which the Pension, Annuity, Welfare and Education Funds of United Association Local 24 and the Mechanical Contracting Industry Council (Industry Fund) are the obligees conditioned on the full and timely reporting and paying of Fringe Benefit Funds contributions and in the following principal amounts based upon the maximum bargaining unit employees employed or to be employed in any regular payroll period for the ensuing year.

a.) 1-3 employees \$40,000.00

b.) 4-5 employees \$70,000.00

c.) 6-10 employees \$140,000.00

d.) For each additional five employed or portion thereof, the bond principal shall be increased \$70,000.00.

2.) A check made payable to the order of Plumbers Distribution Fund Local Union 24 certified by the drawee bank and in the same amount as provided for the surety bond option, which check shall be deposited by the Funds Administrator in an interest bearing account with interest earned thereof to be remitted to the Employer annually.

3.) A one month automatically renewable certificate of deposit issued to Plumbers Distribution Fund Local Union 24 by a bank or trust company insured by the Federal Deposit Insurance Corporation, in the same principal amount as provided for the surety bond and certified check options above.

The principal amount of the security under 7.10 (1), (2) or (3) shall be adjusted, as required, in order to reflect current employment for each such Employer.

C.) Each Employer shall sign, complete and deliver to the Funds Administrator a weekly report on the Administrator approved form, for each calendar month, on or before the 16th day of the following month, together with payment to the Plumbers Distribution Fund Local Union 24 for the total monthly payment due for that month, time being of the essence. In the event, however, the Trustees' determine that the fringe benefit payment record of any Employer with the Union or with any other United Association local union or union with which the Association has collective bargaining agreements is one of either present or past delinquency, the Fund trustees, by written notice to the Employer, may require weekly contributions. For each such report and payment not so delivered and made the employer shall be deemed a "Delinquent Employer" and subject to all rights and remedies of the Union and the Funds arising from such delinquency as provided in this Agreement and by law.

D) Fund Administrator engaged by the Trustees of the several Fringe Benefit Funds, for each month, shall submit by the fifteenth day of the following month to the Union and the Trustees of the Funds a report of employer contributions

for that month. The report shall include at least the following information as to each Employer who had Bargaining Unit Employees in its employ that month:

- 1.) Employer's name, address, ID#.
- 2.) Acknowledgement that the Administrator either has a signed collective bargaining agreement from that Employer or a copy of a signed Collective Bargaining Agent Authorization from that Employer to the association;
- 3.) Acknowledgement that the Administrator has in its possession one of the following:
 - (a) A surety bond as Provided in 7.10A,
 - (b) A certified check as provided in 7.10B, or
 - (c) A certificate of deposit as provided in 7.10C
- 4.) Date of the most recent completed fringe benefit report form received from the Employer, the date and amount of the most recent Employer contribution, and the payroll periods to which it was applied;
- 5.) The amount of any Fund Contribution delinquency according to Fund record and the calendar periods to which it relates.

E.) Upon any delinquency being disclosed as to any Employer in the Fund Administrator's monthly report the following shall occur:

- 1.) The Union shall forthwith withdraw all Employees in the employ of the Delinquent Employer until such time as all sums due the Funds arising from the delinquency have been paid to the Fund Administrator in full. In taking this action the Union shall incur no liability to the Delinquent Employer. All Employee wages based upon the standard work day and work week for the period lost due to such work stoppage shall also be paid to each Employee prior to the resumption of employment with such Employer.
- 2.) The Administrator shall forthwith notify the surety of the Employer's default and demand indemnification from the surety in compliance with the terms of the bond or, in the event alternate security has been posted by the Delinquent Employer, take all appropriate action to redeem that security to the extent of the Funds' entitlement.

Notice of the foregoing action and the results thereof shall be promptly given by the Union and the Fund Administrator to each Fund Trustee.

These actions shall be in addition to and not to the exclusion of any other actions and remedies available to the Funds, the Union and the Association under applicable law.

F.) Each Trust may maintain action against Delinquent Employers in any court of competent jurisdiction to:

- 1.) Recover all sums due the Trusts together with interest at the maximum allowable rate, liquidated damages as permitted by law, attorneys fees in the amount of 15% of the sums due plus costs;
- 2.) Seek specific performance, compel an accounting and conduct discovery of the Delinquent Employer and its officers, agents and employees and of third persons and entities;

None of these actions shall be deemed a condition precedent to proceeding against the surety company that issued the Fringe Benefit Fund Bond or proceeding against other security.

In the event any surety which has issued a bond as provided herein becomes insolvent, is placed in receivership, or in bankruptcy proceedings, the Trustees may demand a replacement security and the Employer shall supply the same promptly or be deemed a Delinquent Employer.

7.11 Effective May 1, 2010, each Employer shall pay to the International Training Fund the sum of \$.10 per hour for each hour worked, \$.15 per hour for each time and one-half hour worked and \$.20 per hour for each double time hour worked by and for all employees covered by this Agreement. The International Training Fund was created pursuant to a Restated Agreement and Declaration of Trust ("Trust") dated April 6, 1998 by and between the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and the National Contractors Association for the purpose of developing the skills of journeymen and apprentices in the plumbing and pipefitting industry.

Each Employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this Collective Bargaining Agreement by reference. The Employer hereby acknowledges receipt of a copy of the Trust.

7.12 The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement.

ARTICLE VIII

Reporting Pay

8.1 If a documented attempt of contact has not been made by **8pm the evening** prior to start time, All Journeymen and Apprentices reporting for work and unable to start due to weather conditions, shall be paid for two (2) hours. Said Employee must remain on the job site for two hours.

8.2 If Journeymen and Apprentices start and weather conditions are such that they cannot work, they shall be paid four (4) hours. If weather conditions prevail after the noon starting period, they shall be paid a full day's pay.

ARTICLE IX

Lay-Off and Discharge

9.1 When Journeymen Plumbers or Apprentices employment is terminated, they are to be paid in full by check. When a Journeyman Plumber or Apprentice is laid off, he must be given at least two (2) hours notice.

9.2 A Journeyman or Apprentice discharged from a job at any time after 8:00 a.m. but before 4:30 p.m., shall be entitled to compensation as if he had worked until 4:30 p.m. unless there was a serious reason for discharge. Immediately, at discharge, an Apprentice or Journeyman shall be entitled to receive all pay accrued, including a full day's compensation for the day of discharge.

9.3 When a Journeyman is laid off, he must have at least one-half (1/2) hour to collect tools.

ARTICLE X

Supervision

10.1 Foremen shall be selected and hired solely by the Employer and whether a member of this Union or not, he shall act as agent of the Employer only and shall not apply or attempt to apply any regulation, rule, by-law, or provision of the Union Constitution in any respect, or any obligation of Union membership.

10.2 The Employer agrees that foremen will be guaranteed forty(40) hours of work per week. It is the intention of this section to prevent broken time for foremen. Both parties agree that time lost by the foremen for personal reasons or any reasons not approved by the Employer does not come under this guarantee.

10.3 In the event a General Foreman or Foreman becomes ill, he shall be guaranteed two (2) weeks pay unless he is replaced prior to that time by another Foreman. If this guarantee is abused by the Foreman, then the offender shall not be paid and shall be discharged at the Employer's option.

10.4 Any job of a heavy construction nature, where the anticipated work force will be approximately twenty (20) men or more, there shall be a pre-job conference, at which time the General Foreman and Foreman shall be set up on the following basis: First man shall be a General Foreman and there shall be a Foreman for every seven (7) men. The General Foreman and Foreman shall be paid the wages provided herein and will be selected by the employer.

10.5 After the first seven (7) men are Employed, there shall be an additional Foreman for every seven (7) men.

10.6 Any job that is not of a heavy-duty construction nature having two (2) or more men working on it, will have a Foreman. This Foreman shall receive the wage rate provided in Article VI, Section 1.

10.7 All Employers not in the jurisdiction of Local No. 24 shall be entitled to hire a qualified Journeyman plumber who may act as a working Foreman without any referral by the Union. All Employers in the jurisdiction of Local 24 working out of the jurisdiction of Local 24 shall send a qualified Journeyman plumber from the jurisdiction of Local 24 who may act as a Foreman.

10.8 On a job where the employer undertaking both plumbing and pipefitting work in order to be competitive may have one foreman to handle both plumbing and pipefitting when mutually agreed upon by the Business Managers of Local 24 and 274 or 475. The preponderance of work involved could be the criterion for such a selection. Three foremen shall not be required. The employment of the foreman on such job shall be in accordance with the collective bargaining agreement applicable to his craft, except as otherwise expressly provided in this paragraph.

10.9 Every employer whose principal place of business is outside the jurisdiction of Local 24 shall have the right to bring a regularly employed foreman into the jurisdiction, when the said foreman starts the job a Local 24 employee shall be referred to the job.

ARTICLE XI

Apprentices

11.1 The wages for Apprentices enrolled in the Apprentice program shall be as follows:

First Year	35% of Journeyman's rate
Second Year	45% of Journeyman's rate
Third Year	55% of Journeyman's rate
Fourth Year	65% of Journeyman's rate
Fifth Year	75% of Journeyman's rate

11.2 Apprentices shall not lay out or finish work or work on plumbing alone. He shall not be allowed to do such work without a Journeyman plumber

11.3 Registration and issuing of all apprentices cards, Rule and Regulations governing apprentices desiring to learn the plumbing trade, shall be under the supervision of a Joint Apprenticeship Committee consisting of five (5) persons designated by the Union and five (5) persons designated by the Association. No applicant for apprenticeship training or enrolled apprentices shall be discriminated against because of such individual's race, color, religion, sex, marital status, or national origin.

11.4 Employers may employ one apprentice for each job or shop where one journeyman is employed. Employers must employ one apprentice for each shop or job where two journeymen are employed and thereafter one apprentice is to be employed for every four (4) journeymen employed if such numbers of apprentices are available, unless mutually agreed to by the Employer and the Business Manager or Agent.

11.5 Apprentices shall not be left on a jobsite where no journeyman is present, after the normal workday, unless mutually agreed upon by the Employer and the Business Manager or Agent.

11.6 If the Union is unable to provide the Employer with an apprentice within 48 hours of the Employer's request, the union will send an individual to serve as a probationary apprentice from Local Union No. 24's most recent list of tested and interviewed apprentice applicants.

ARTICLE XII

Stewards

12.1 A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Manager or Business Agent. It is understood and agreed that the Steward's duties do not include any matters relating to referral, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties.

12.2 The Steward shall not be discriminated against because of the faithful performance of his duties. When a Steward has been selected he shall remain on the job until it is mutually agreed between Business Agent and the Employer that the job no longer requires the services of a Steward.

ARTICLE XIII

Insurance

13.1 The Employer will cover all employees working under this Agreement under New Jersey State Unemployment Insurance and New Jersey State Sickness and Disability Insurance coverages. This coverage will be provided for all employees, including those not required to be covered under the New Jersey State requirements. The Employer further agrees to carry New Jersey "Workmen's Compensation Insurance." On demand, Employer shall submit due proof to the Union that Employer has all the foresaid coverages. The Employer agrees to abide by all the New Jersey State Safety Laws relating to Construction.

ARTICLE XIV

Holidays and Overtime

14.1 All Sundays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day, shall be paid for at the rate of double time.

14.2 All time worked before and after the established work day of eight (8) hours Monday through Friday shall be paid for at the rate of time and one-half.

14.3 All time worked on Saturday, shall be paid for at the rate time and one half.

14.4 All holidays falling on Sunday and observed on Monday, work being done on that day will be paid for at the rate of double time.

14.5 If a plant or jobsite closes down for a holiday not recognized by the Agreement (Art 14.1), the Employer must give notice to his employees at least two (2) weeks prior to the holiday, if the Employer has been notified of the holiday.

14.6 All employees working any part of an hour overtime shall receive the applicable overtime rate for the full hour.

14.7 All employees being called out on Saturday, Sunday or holiday shall be guaranteed four (4) hours pay at the applicable overtime rate.

14.8 All overtime hours worked must be called into the Union Hall no later than the next business day.

ARTICLE XV

Safety

15.1 Work performed by the Employer and/or Employees under this Agreement shall be done in compliance with the New Jersey Construction Safety Code and the Occupational Safety and Health Act and all applicable regulations adopted under these statutes. The Union shall exercise all diligence to insure that Employees satisfactorily perform this obligation.

15.2A The Employer shall provide protective clothing when corrosive liquids or substances are a hazard in the immediate work area. This protective clothing shall be worn by the Employee when so provided.

15.2B When an Employer directs an employee to cut or grind fiberglass materials the Employer shall provide the proper OSHA approved respiratory mask.

15.3 A basic OSHA Safety Certification Course will be sponsored mutually by the Union and the Association for all members of the Union.

15.4 **Substance Abuse Testing.** The Union and the Employers recognize that substance abuse and/or drug use by any Employee could seriously endanger Employees, Employers, other individuals on the job site, the public, and affect work performance and safety. The Union and the Employers have agreed to adopt the following policy and procedure which shall apply to those Employees referred for employment pursuant to the exclusive hiring procedure set forth in this agreement.

The Union acknowledges that an owner, client, general contractor, or federal or state law or regulation, as a specific condition for bidding, access or performance of a job or contract, may require applicants for employment and Employees to submit to split sample substance abuse testing, and further acknowledges that the Employer may also require applicants for employment and Employees to submit to such substance abuse testing, and hereby consents to such testing of applicants for employment and Employees in accordance with the procedures hereinafter set forth provided the Union has notice of such testing procedures in advance.

All medical personnel, the Employer, Supervisors, owner/client laboratory testing facility and all other personnel shall adhere to the American College of Occupational and Environmental Medicine's Code of Ethical Conduct for Physicians Providing Occupational Medical Services (approved by the Board of Directors of ACOEM April 10, 2010 and ACOEM Drug Screening in the Workplace Ethical Guidelines (February 9, 1991). In the case of "positive" results of any test, the affected applicant for employment shall be so advised by the medical personnel who conducted the test on a confidential basis, prior to the reporting of the result to the Employer or prospective Employer, and the applicant shall have the right to discuss and explain the results, including the right to advise such medical personnel of any medication prescribed by his/her own physician which may have affected the results of the test. This information, too, shall remain confidential between the applicant and the medical personnel. In the event an applicant for employment referred by the Union is rejected for employment as a result of failing a substance abuse test as referred to hereinabove, the Employer and the applicant shall each be obligated to immediately notify the Union of such event. In such instance, the Union shall immediately notify the Association of such failure and shall not place such person on the out of work list until such time as such person obtains and presents in writing to the Union either:

(a) certification from a qualified laboratory that, subsequent to the date of the rejection for employment, the applicant has tested negative for the substance for which the applicant was refused employment; or

(b) the applicant has successfully completed a rehabilitation program. Upon receipt of the foregoing proof in form reasonably satisfactory to the Union, the Union shall place the applicant for employment to the back of the out of work list. In the event that an applicant for employment is referred for employment by the Union and, after hiring by an Employer, is required to submit to substance abuse testing, and fails a substance abuse test administered by the Employer, owner, client, general contractor, or as otherwise required by federal or state law or regulation, the Employer shall be entitled to terminate the employment of such Employee. In such case, the Employer and the Employee shall each be obligated to immediately give notice of said termination and the reason therefore to the Union. In such event, the Union shall immediately notify the Association and shall not return the Employee to the out of work list until such time as the Employee obtains and presents in writing to the Union either:

(a) a certification from a qualified laboratory that, subsequent to the date of the Employee's termination, the former Employee has tested negative for the substance for which the Employee was terminated; or

(b) has successfully completed a rehabilitation program Upon receipt of said proof in form reasonably satisfactory to the Union, the Union shall return the former Employee to the back of the out of work list as of that date. Failure of an Employer, an Employee, or an applicant for employment to give notice to the Union of rejection for employment or termination from employment as the result of an Employee's failing a substance abuse test as herein above described, shall act to relieve the Union of any alleged liability to any other employer or other party or person resulting from the subsequent referral to employment of such Employee by the Union. The Union and the Employers agree to cooperate in assisting and directing any Employee who has failed a substance abuse test to obtain the services of a qualified rehabilitation procedure by referring such Employee to the managed care provider for substance abuse as may be under contract with the Plumbers Local Union No. 24 Welfare Fund at the time. The cost of such rehabilitation care and the obligation to pay for same shall solely be that of the Employee subject to the eligibility of such Employee for such benefits under the Union Welfare Fund.

The Union and the Employers recognize that in the operation of the substance abuse testing policy and procedures under this Agreement that split sample testing can result in false positive results for substance abuse or drug use. In the event an Employee does test positive for substance abuse on the first sample of the split sample but subsequently tests negative on the second sample, then the Employer shall pay the wages that the Employee would have otherwise earned but for the first false positive drug screen, but not to exceed a period of five (5) working days. The five (5) working days shall be limited to Monday through Friday, eight (8) hours straight time each day. If the Employer is a contributor to the Mechanical Contracting Industry Council of New Jersey ("MCIC") and paid the employee's wages upon presentation of documented proof of such payment, the Employer may obtain reimbursement from the MCIC.

ARTICLE XVI

Miscellaneous Working Conditions

16.1 Tools to be supplied by Plumbers and Apprentices: torpedo levels, pliers, work gloves, six foot folding rulers, Channel Locks, four-way screw driver and 5/16" nut driver, ten inch wrench, and adjustable wrench.

16.1A All foremen, plumbers and apprentices shall be held accountable for the care and custody of all tools and equipment furnished by the employer. Continued neglect and disregard to accountability shall result in disciplinary action, as directed by the Joint Conference Committee.

16.2 All employers shall pay all fares and expenses outside of the jurisdictional limits at the applicable IRS rate.

16.3 All pipe may, at the option of the employer, be fabricated on the job or in his shop by Journeymen Members of Plumbers Local 24 receiving the Building Trades rate of pay and working under conditions set forth in this Agreement. It is understood that the employer or his representative, shall notify the Local Union of his intention to perform shop fabrication. It is further agreed that one of the Local 24 Journeymen performing the fabrication will be designated Shop Steward by the Union. Records of such work shall be furnished to the Shop Steward and the Union.

16.4 This provision also includes all welding and burning.

16.5 Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

16.6 The representative of the Union shall be allowed in the shop or on the job at any time.

16.7 No Journeyman or Apprentice shall work for any but legitimate contractors who are regularly engaged in business, and have signed this Agreement.

16.8 No Journeyman or Apprentice shall be allowed to use a vehicle of any description to cart materials or tools unless furnished by the Employer.

16.9 Employers shall not work with tools on any job unless he is employing one or more Journeymen and Apprentices. If the Employer is a partnership or corporation, consisting of two (2) or more persons, one shall be designated as the working boss and he shall be the representative of the Employer who signs this Agreement.

16.10 Both parties to this Agreement hereby agree that all ordinances now or which will be hereafter enacted by the State Local Health Department, Sanitary Commissions, Plumbing Board pertaining to plumbing or the installation of plumbing appliances shall be strictly adhered to.

16.11 The Union agrees that its members will not work for any Employer under any conditions less favorable than those herein outlined and accepted by the Employers signing this Agreement. The Employer may employ a plumber who is a member of the U.A. to superintend or estimate, who may not necessarily be a member of this Local. All Journeymen and apprentices working in the jurisdiction of the Union shall be subject to the terms and conditions of this agreement.

16.12 It is agreed that this Agreement will not be reprinted, reproduced or distributed except in its original form with the name of the Association, and the printed signature of their representatives on each and every copy.

16.13 Any Employer who does not live up to this Agreement shall be declared "unfair" by this Local Union No. 24.

16.14 The Employer shall provide a suitable place for meals and changing of clothes. Such place shall be heated by October 15th. Drinking water shall be located within a reasonable distance of the workplace.

16.15 Drinking of alcoholic beverages on the job will not be tolerated during working hours.

16.16 Possession and/or use of any form of narcotics will not be permitted at any time.

16.17 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

16.18 In order to be eligible to work on any Collective Bargaining Unit work all employees must complete a minimum of 10 hours of Plumbing and Mechanical Continuing Education every 24 months. The initial 10 hours of education must be completed by April 30, 2017. All acceptable Education and Training shall be approved by the Plumbers Local 24 Education Fund Trustees.

16.19 In order for an employee to be eligible to work on any Collective Bargaining Unit work all employees must successfully complete an OSHA 30 course by July 31, 2016. With exception to employees who have been organized and/or recently initiated apprentices. Organized employees and/or recently initiated apprentices must complete OSHA 30 course within 6 months of initiation. All requests for OSHA certified personnel will be honored.

16.20 On a job that requires TWIC clearance, and the Employer is a contributing Contractor to the Mechanical Contracting Industry Council of New Jersey (MCICNJ), Local 24 Members will be reimbursed for successful acquisition of the Transportation Worker Identification Credential (TWIC). They will be reimbursed jointly from MCICNJ and the Local 24 Education Fund (50%-50%) after providing supporting documentation.

Additionally, a coordinated effort between Local 24 and MCANJ will be established to expand the requirement for these Certifications.

16.21 In order to expand the Market Recovery Funding Plan of Plumbers Local 24, the Business Manager shall have the authority to propose changes to the Collective Bargaining Agreement regarding wages, hours and other terms and conditions of employment for a specific job to be targeted, The proposed changes will be provided in writing to the MCANJ in advance of any project bid for review and approval. Upon receipt of written approval from the MCANJ, the Local shall incorporate the agreed to changes to the Collective Bargaining Agreement for that specific job in a Job Targeting Notice under the Market Recovery Funding Plan. The Job Targeting Notice shall be provided to the MCANJ at least 48 hours prior to any project bid opening. If timely received, the MCANJ shall distribute the Job Targeting Notice to all industry contractors for which it has bargaining authority.

16.22, On a job that requires SWAC (Secure Worker Access Consortium) security clearance and the Employer is a contributing Contractor to the Mechanical Contracting Industry Council of New Jersey (MCICNJ), the cost of the individual enrollment for membership (for a 3 Year Membership) will be reimbursed by the MCICNJ. Reimbursement will be made directly to the member upon successful completion of the process and the presentation of a receipt.

ARTICLE XVII

Tradeline Jurisdiction

17.1 If any Court or Administrative Agency of competent jurisdiction shall decide any part of these working rules is illegal, such decision shall not invalidate any other section of this Agreement, it being the sole and only intent and purpose to promote peace and harmony in the crafts along lawful lines.

17.2 It is mutually agreed that the operation, maintenance, repair and protection of all tools and equipment used by the plumber is the work of the plumber. It is the intention that the plumber shall have complete control of his own equipment. The equipment referred to in this Section shall include, but not be limited to, welding machines and accessories regardless of the source of power, pipe threading and cut off machines, winches, hoists, A-frames, stiff-leg derricks, winch trucks, job truck, Homelite generators, electric drills, etc.

17.3 All sewer and storm drain lines to be installed by Journeymen and Apprentices.

17.4 All cutting of masonry, tile and concrete, such as chases and channels as are required for the installation of their respective work, shall be done by Journeymen and Apprentices.

17.5 Any Employers who cover and protect all plumbing fixtures with heavy building paper and other means of protection shall maintain such covers and protections as may be necessary until the completion of the work. It shall be the duty of the plumber to remove the same protection and cleaning of all fixtures.

17.6 All materials and equipment pertaining to plumbing is to be handled by Journeymen and Apprentices.

17.7 The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade, and shall work under the supervision of the craft foreman.

17.8 The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada:

- 1.) All piping for plumbing, water, waste, floor drains, drain gates, supply leader, soil pipe, grease traps, sewerage and vent lines.
- 2.) All piping for water filters, water softeners, water meters, and the setting of same.
- 3.) All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
- 4.) All water services from mains to buildings, including water meters and water meter foundations.
- 5.) All water mains from whatever source, including branches, fire hydrants, etc.
- 6.) All down spouts and drainage areas, soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
- 7.) All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washrooms, shower stalls, etc.
- 8.) All bathroom, toilet room and shower room accessories - i.e. towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- 9.) All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
- 10.) All sheet lead lining for x-ray rooms, fountains, swimming pools, or shower stalls, tanks or vats for all purposes, and for roof flashings in connection with the pipefitting industry.
- 11.) All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

- 12.) All block tin coils, carbonic gas piping for soda fountains and bars, etc.
- 13.) All piping for railing work and racks of every description, whether screwed or welded.
- 14.) All piping for pneumatic vacuum cleaning systems of every description.
- 15.) All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
- 16.) All marine piping and all piping used in connection with ship building and shipyards.
- 17.) All power plant piping of every description.
- 18.) The handling, assembly, and erecting of all economizers, superheaters, regardless of mode or method of making joints, hangers and erection of the same.
- 19.) All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
- 20.) All soot blowers and soot collection piping systems.
- 21.) The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
- 22.) The setting, erecting, and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
- 23.) The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigeration bottling, distilling and brewing plants, heating, ventilating and air conditioning system.
- 24.) All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes, as well as all radon piping and all methane recovery systems, and all cryogenic Magnetic Resonance Imaging (MRI) quenching vents.
- 25.) The setting and erecting of all under-feed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
- 26.) All ash collecting and conveyor piping systems, including all air washing and dust collecting piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
- 27.) The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices and piping thereto of every description.
- 28.) The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers, and piping to switches of every description.
- 29.) All fire extinguishing systems and piping, valves whether by water, steam, gas, or chemical, fire alarm piping, Very Early Smoke Detection Apparatus (VESDA) systems, Aircurity air sampler systems, and control tubing, etc.
- 30.) All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
- 31.) All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
- 32.) All piping for power or heating purposes either by water, air, steam, gas, chemicals, geothermal, solar, or any other method.
- 33.) All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehydrating by any method, and the charging and testing, servicing of all work after completion.
- 34.) All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.
- 35.) All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.
- 36.) All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
- 37.) All process piping, valves for refining, manufacturing, industrial and shipping purposes of every character and description.
- 38.) All air piping of every description.
- 39.) All temporary piping of every description in connection with building and construction work, excavating and underground construction work.
- 40.) The laying out of piping systems by any mode or method (including computerized global positioning systems) and cutting of all holes, chases and channels, the setting and erection of bolts, helical piers, inserts, stands, brackets, supports, sleeves, thimbles, hangers (including all seismic hangers), conduit and boxes, used in connection with the pipe fitting industry.
- 41.) The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.
- 42.) All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines, and booster

stations of every description.

- 43.) All acetylene and arc welding, brazing, lead burning, soldered, and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.
- 44.) Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method.
- 45.) All methods of stress relieving and induction heating of all pipe joints made by every mode or method.
- 46.) The assembling and erecting of tanks used for mechanical manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
- 47.) The handling and using of all tools and equipment that may be necessary for the erection and installation maintenance and servicing of all work and materials used in the pipefitting industry.
- 48.) The operation, maintenance, repairing, servicing, inspecting, testing, including but not limited to nondestructive examination, commissioning, renovation, upgrading, modernization, replacement and dismantling, of all work installed by journeymen members of the United Association, as well as the installation of all pipe tracer wire.
- 49.) All piping for cataracts, cascades, i.e. artificial water falls, make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial or for any other purpose.
- 50.) Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shape.
- 51.) The hoisting, rigging, placing of hangers, necessary to support same. The handling of all fixtures, boilers assembled, and cast iron tanks, pumps, compressors and any other equipment.
- 52.) The installation of solar domestic hot water systems shall be the work of the Plumber.
- 53.) All radon piping, geothermal piping, and Seismic hangers of every description.
- 54.) All piping for graywater and water harvesting systems.

17.9 The Employer shall assign to the Employees in the bargaining agreement, that work defined in this Article subject, however, to the United Association's approved Trade Line Agreements.

17.10 The Employer shall make a good faith effort to notify the union of any collective bargaining work defined in this Article that has been moved or excluded from his contract.

ARTICLE XVIII

Subcontracting

18.1 The Employer agrees that he will not subcontract or sublet out any work covered in Article 17.8 to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is a signatory to this Agreement.

18.2 **(a)** If an Employer, either directly or through others, exercises any substantial degree of ownership, management or control in the operation of any other business, including a joint venture, which performs any work of the type covered by this Agreement within the trade and territorial jurisdiction of the Union, such other business entity either have a signed Agreement with the Union, or this Agreement shall be interpreted as including such business entity under the term "Employer" as used in this Agreement.

(b) A charge of a violation of Paragraph (a) of this Section may be filed by the Union and/or the trustees of any of the joint trust funds provided for in this Agreement, and shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XXII of this Agreement. As a remedy for violations of this Article, the arbitrator provided for in Article XXII is empowered, at the request of the Union and/or the trustees of the joint trust funds, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement.

(c) If, as a result of violations to this Section, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce and award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE XIX

Hiring Procedures

19.1 Qualified Craftsmen: Employers shall only employ qualified journeymen plumbers; journeymen shall be qualified for employment who have had at least five (5) years actual practical working experience at the plumbing trade as a journeyman or apprentice in the building and construction industry or who either:

- 1.) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United

States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

- 2.) Have had previous employment as a journeyman plumber with an employer signatory to this Agreement and whose services have proved satisfactory; or
- 3.) Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman plumber. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee hereinafter established under this Agreement.

19.2 Exclusive Hiring: Employers shall report all job starts to Local 24. Employers shall hire qualified journeymen plumbers by calling the Union. Whenever an employer requires a journeyman plumber on any job he shall notify the local Union Office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required. In the event the Local Union is unable to supply sufficient qualified and competent journeymen, the employer may request the United Association to furnish such additional employees as it requires and the United Association agrees to notify its local unions of the availability of work and request the local unions to refer journeymen to the employer. If, upon request, the local union or the United Association is unable within seventy-two (72) hours to supply journeymen, including journeymen with special skills, the employer may secure journeymen from any other source.

19.3 Registration: The Union shall establish and maintain an appropriate registration facility for qualified applicants available for employment as journeymen plumbers. Applicants shall be registered on the appropriate craft out-of-work list, i.e., plumbers, etc. in the order of time and date of registration. Each applicant for employment shall be required to furnish such data, records, names of employers as may be deemed necessary; and each applicant shall complete such forms for registration as shall be submitted to him. Applicants for employment shall also list any special skills that they possess.

An applicant who has had five (5) years actual practical working experience at the plumbing trade, but who has not passed any competency tests as to his skill or competency shall be accepted for registration, but shall not be dispatched until he passes an examination given by the Joint Apprenticeship Committee.

19.4 Referral of Men: Upon the request of any employer for plumbers the Union shall immediately refer competent and qualified registrants to that employer in sufficient number required by the employer, in the manner and under the conditions specified in this Agreement, from the separate appropriate out-of-work lists on the first-in-first-out basis; that is the first man registered shall be the first man referred except that:

- 1.) Requests by employers for key men to act as supervisors, general foremen and foremen shall be made in writing and will be honored without regard to the requested man's place on the out-of-work list and that individual will remain a foreman for the duration of the job for which they were requested.
- 2.) Requests by employers for particular plumbers previously employed by the employer and who have been laid off or terminated by the employer within one (1) year previous to the request shall be given preference of rehire and shall be dispatched to the employer, regardless of the applicant's position on the out-of-work list.
- 3.) Bona fide requests by employers for plumbers with special skills, abilities and certifications (listed in Article 19.8) will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such a decision of the dispatch agent in referring registrants is appealable to the Joint Conference Committee as hereinafter provided.
- 4.) A request for a journeyman possessing a United Association welding certification or a national Certified Pipe Welding Bureau (NCPWB) certification shall be honored provided that the journeyman is currently on the out of work list.
- 5.) Written request for a Local 24 individual who has successfully completed the MCICNJ Foreman Training Program to work as a foreman shall be honored by the Union regardless of the individual's previous employment history.

19.5 Non-Discriminatory Referral. The Union and the employers agree that the referral of journeymen plumbers shall be on the following basis:

- 1.) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by race, creed color, sex, marital status or national origin, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligations of union membership, policies or requirements.
- 2.) The employer retains the right to reject any job applicant referred by the Union.
- 3.) The Union and the employers shall post in places where notices to all employees and applicants for; employment are customarily placed, all provisions relating to the functioning of the hiring provisions of this Agreement.

19.6 Hiring Procedure Duties: The Joint Conference Committee, in addition to its other functions, shall have the following authority.

- 1.) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.
- 2.) Properly post the rules and regulations, together with the provisions of this Agreement, as set out in Article 19.5 at

the Union dispatch office, at the employer's office and at the job site.

3.) To hear and determine any and all disputes of grievances arising out of the operation of the job referral system including, but not limited to, grievances arising out of work registration, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have right to appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Conference Committee.

4.) To conduct written examinations for qualifying journeymen in accordance with the provisions of this Agreement. All examinations given by the Joint Apprentice Committee shall be fair, impartial and in keeping with the present standards of competency and skill possessed by journeymen in the industry.

5.) If any questions arise as to the qualifications and competency of an applicant, the Joint Conference Committee shall make the determination. Such determination shall be fair and impartial without regard to the applicant's race, creed, color, sex, marital status or national origin, or his membership or non-membership in the Union.

6.) A aggrieved party may appeal the decision of the Joint Conference Committee within ten (10) days to an arbitrator duly appointed by the New Jersey State Board of Mediation. The arbitrator so appointed shall have no authority to change, add to, or alter, the hiring procedures or these rules, and his jurisdiction shall be limited to the interpretation and application of the hiring procedures and of these rules. The decision of the impartial arbitrator so constituted shall be final and binding on all parties.

19.7 Apprentices: Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for in other provisions of this Agreement.

19.8 Safety Certifications: Hazwoper Certification, Hazmat Certification, Confined Space Certification, Hazcom Certification and OSHA Approved Safety Certification. Requests for journeymen with safety certification shall be made in writing to the Union by the Employer.

19.9 When an Employer has requested a qualified journeyman plumber at least 24 hours in advance, the journeyman shall be present for work at the starting time of the job for the requested day.

ARTICLE XX

Check-Off of Working Assessment

20.1 Union Representations and Warranties. The Union represents and warrants to the Association and the Employers (a) that the working assessment in the sum of four per cent (4%) of gross wages has been procedurally adopted in conformity with the Constitution and By-Laws of the Union; (b) the working assessment is to defray the cost to the Union of rendering its job referral service in accordance with the provisions of Article XIX hereof to all applicants for employment in the bargaining unit (both members and non-members of the Union); (c) the amount of the working assessment (4% of gross wages) is reasonably related to the value of the job referral service and the cost to the Union of rendering that service for all such applicants; and (d) the job applicant's check-off authorization shall be voluntarily given by the job applicant without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law.

20.2 Indemnification. The Union does hereby agree to indemnify and save harmless the Association and the Employers from any alleged breach of any of the foregoing representations and warranties, including all damages, awards, costs and expenses, and attorneys fees incurred or paid.

20.3 Employer Check-Off. The sole responsibility of the Employer under this Section shall be as follows: (a) In reliance upon the warranties and indemnification agreement of the Union, the Employer shall deduct the working assessment in the amount of four per cent (4%) of gross wages from the pay of each authorizing Employee and remit the same to the Union monthly at the same time and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this Agreement. (b) As to each authorizing Employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form for the period of employment which has not been revoked by the Employee in accordance with its terms.

ARTICLE XXI

Check-Off of Multi Purpose Fund

21.1 Union Representations and Warranties: The Union represents and warrants to the association and the Employers (a) that the United Association Local Union 24 Multi-Purpose Fund has been procedurally adopted in conformity with the Constitution and By-Laws of the Union and that the Fund will be established, as part of the Union's assets, in a segregated accounting, in full conformity with applicable federal and state law; (b) that all Employee contributions will be used solely for purposes permitted under such laws and regulations; (c) that the Employee's check-off authorization shall be voluntarily given by the Employee without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law. The Union further warrants and represents that the assets of the Fund will not be used to conduct, promote or otherwise finance picketing of Employers signatory to this Agreement.

21.2 Indemnification: The Union does hereby agree to indemnify and save harmless the Association and the Employers from any alleged breach of any of the foregoing representations and warranties, including all damages, awards, costs and expenses, and attorney's fees incurred or paid.

21.3 Employers Check-Off: The sole responsibility of the Employer under this Article shall be as follows: (a) in reliance upon the warranties and indemnification of the Union, the Employer shall deduct the Employee contribution to the United Association Local Union No. 24 Multi-Purpose Fund in the amount of \$.45 per hour from each hour's wages of the pay of each authorizing Employee and will remit the same to the Union weekly at the same time and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this agreement; (b) as to each authorizing employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form for the period of employment which has not been revoked by the Employee in accordance with its terms.

21.4 The Union may, during the term of this agreement, switch a dollar value contribution to a percentage value contribution for any, or all, fringe benefit contributions listed in Article VII upon written agreement with the Mechanical Contractors Association of New Jersey, Inc.

ARTICLE XXII

Joint Conference Committee

22.1 The purpose of this Agreement is to provide a method by which any and all disputes arising between the parties may be peacefully disposed of, and thereby to prevent strikes and lockouts, to provide for the encouragement of training of new workers in the trade, and to do all things directed towards the establishment and maintenance of high professional standards, the combating of unfair practices and the elimination of unsatisfactory conditions in the trade, without intervention of other trades.

22.2 For the purpose of carrying out the provisions of the preceding paragraph, the Association and the Union agree that upon any question in dispute arising between the parties hereto or any employee in the bargaining unit or any employer working under the terms of this Agreement, no independent action will be taken by either party but the whole question shall be certified in writing to a Joint Conference Committee, as hereinafter provided for, which certification must be submitted within ten (10) days of the date when Employer has denied the grievance submitted by the Union, whose decision shall be final and binding on the parties hereto, the employees and employers involved. In the event of a deadlock, either party may, within five (5) days thereafter, request the New Jersey State Board of Mediation to submit lists of arbitrators, in accordance with its usual procedure. Each party shall pay half of the total cost of the impartial arbitrator. Each party shall be responsible for the expenses of its own witnesses or others selected or called by a party to appear before the arbitrator. The function and jurisdiction of the impartial arbitrator shall be fixed and limited by this Agreement and he shall have no power to alter its terms. His authority shall be restricted to disputes involving the interpretation or application of the expressed terms of this Agreement or any written amendments thereto. He shall have no power to add to, subtract from, or modify the terms of this Agreement. The arbitrator will be requested to submit his decision within thirty (30) calendar days, and the decision, when submitted, will be binding on both parties. Grievance or arbitration decisions involving retroactivity shall in no case be made effective earlier than the date of the alleged event giving rise to the grievance in the first instance.

22.3 The parties to this Agreement shall create a Joint Conference Committee composed of three (3) employer representatives selected by the Association and three (3) employee representatives appointed by the Union. Employer representatives on the Joint Conference Committee to be designated hereafter by the Association shall be comprised of Employer members of the Association, who have their principal office in any area within the jurisdiction of Local Union 24, and the Executive Director of the Association, who may also serve in the discretion of the Association.

22.4 Joint Conference Committee members shall serve until their resignations or until their successors are appointed and accept the appointment. A quorum shall consist of at least two (2) Association appointed representatives and two (2) Union appointed representatives. Each representative of the Joint Conference Committee shall have one vote on all matters provided, however, that if there is an unequal number of Union representatives and Association representatives present at any meeting, each side, nevertheless, shall have the right to cast an equal number of votes.

ARTICLE XXIII

Maintenance Work

Scope of Work

23.1 This schedule shall cover all maintenance work assigned by the owner to the employer and performed by employees of the employer covered by the Agreement. It shall not cover work of a new construction nature.

23.2 It is understood that the owner may elect to perform or directly subcontract or purchase any part or parts of

the work necessary on his project with due consideration given to maintaining the highest maintenance standards and harmonious working conditions herein.

Definitions

23.3 "Maintenance" is defined as any work performed of a renovative, replacement, repair or maintenance character within the limits of a plant property or any locations related directly thereto.

23.4 "Repair" shall be defined as work required to restore, by replacement of parts of existing facilities, to efficient operating condition.

23.5 "Renovation" is work required to improve and/or restore, by replacement or by revamping, parts of existing facilities to efficient operating condition, without increasing the capacity and/or production.

23.6 "Existing Facilities" shall mean a constructed unit already completed and shall not apply to any new unit to be constructed on the same property or premises.

Shift Work and Overtime

23.7 When shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) times the regular straight-time hourly rate plus ten per cent (10%). The third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate plus fifteen per cent (15%). A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

23.8 All time worked before and after the established work day of eight (8) hours Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time and one-half. All time worked on Sundays and holidays shall be paid for at the rate of double time.

23.9 Employees shall be prepared to start work at the regular starting time.

23.10 By mutual consent of the employer and Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or position thereof to which any such change of starting time applied, shall begin with such agreed starting time.

23.11 When a project is placed on shift work at the option of the employer, it must continue for a period of not less than ten (10) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the ten (10) day minimum shift work period.

Apprentices

23.12 The Union agrees that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Employer and Union, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

Crew Size

23.13 The crew size shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the employer.

U.S.A. Materials

23.14 Whenever possible and where circumstances do not prevent the employer's doing so, the employer will use items manufactured in the U.S.A.

Application of Master Agreement

23.15 All provisions of the remainder of this Collective Bargaining Agreement of which this Article is a part shall be applicable. except as herein expressly modified.

ARTICLE XXIV

Portability

24.1 The Union and the Association agree to work towards increasing the amount of portability between all United Association Local Unions in the State of New Jersey. Local 24 agrees to include in their current Collective Bargaining Agreement any resulting portability language agreed to by the New Jersey State Pipe Trades and the MCANJ, Inc.

UNITED ASSOCIATION STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership team, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the in-time completion of the project in an auspicious manner,
- Respect the customer's property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, NCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referred hall ineffective superintendents, general foremen, foremen, journeymen and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continuing education and training for employees while encouraging career building skills.

- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**.
- Treat all employees in a respectful and dignified manner, acknowledging their contribution to a successful project.
- Cooperate and communicate with the job steward.

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes
- The job steward shall communicate with the members about issues affecting work in progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence**.
- The job steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his/her further employment.

Additional Jointly Supported Methods of Problem Resolution

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their unput is prudent in finding a solution.
- Foremen, general foreman, superintendents and other management should be educated and certified as Leaders in the **UA Standard for Excellence** policy.

MEMORANDUM OF AGREEMENT

BETWEEN UNITED ASSOCIATION LOCAL NO. 24 AND MECHANICAL CONTRACTORS ASSOCIATION OF NEW JERSEY, INC

This Memorandum of Agreement is regarding the inclusion of the United Association Standard for Excellence in the Collective Bargaining Agreement between United Association Local No. 24 and the Mechanical Contractors Association of New Jersey, Inc. Its purpose is to clarify and define certain language interpretations of language contained in the Standard for Excellence.

Under the Section "Problem Resolution Through The UA Standard for Excellence Policy":

*Regular meetings will be held where the job steward, along with UA, supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work performance. +++ Such meetings will be held as needed, as determined by the contractor or the U.A. Business Manager, who jointly will set the time and place of the meeting.

*The job steward shall communicate with the members about issues affecting work progress. +++ This shall be done on "non-working" time unless authorized by the contractor to be done during the normal work day.

*The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy. +++ These meetings shall be held on "non-company" time.

Under the Section "Employer and Management Responsibilities":

*Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting work progress. +++ Such meetings will be held as needed, as determined by the contractor or the U.A. Business Manager, who jointly will set the time and place of the meeting.

Under the Section "Additional Jointly Supported Methods of Problem Resolution":

*In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues. +++ This shall be handled by the Joint Conference Committee within the CBA.

*Weekly job progress meetings should be conducted with job stewards, UA supervision and management. +++ These meetings will be held during "non-working" hours and will be held "as needed", as determined by the contractor or the U.A. Business Manager, who jointly will set the time and place of the meeting.

*Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy. +++The certification will be established by the Mechanical Contractors Association of N.J., Inc. in collaboration with United Association Local Union No. 24.

It is the intention of both signatory parties to utilize the UA Standard for Excellence in a manner which will not increase non-productive time in the workplace.

The UA Standard for Excellence, when adopted, shall be placed as a new Schedule at the end of the Collective Bargaining Agreement between the two parties.

It is agreed, and understood, that any conflicts arising between the language of the UA Standard for Excellence and any language preceding it in the Collective Bargaining Agreement shall be resolved with the language of the main body of the CBA prevailing.

This Memorandum of Agreement has been accepted by,

Alan P. O'Shea 
Mechanical Contractors Association of New Jersey, Inc

Eric Boyce 
Local Union No. 24 of The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO

April 30, 2010

ARTICLE XXV

Termination

25.1 This Agreement and all provisions herein shall become effective May 1, 2025 and shall remain in full force and effect until April 30, 2029 and thereafter from year to year unless either party shall, at least ninety (90) days prior to the expiration date of this Agreement or any modification or renewal thereof, notify the other party by certified mail of its intention to terminate or change the same in any respect.

Except as hereinabove specifically modified and amended, all other terms of the Agreement dated this date shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written by its proper officers.

MECHANICAL CONTRACTORS ASSOCIATION OF NEW JERSEY, INC. ON BEHALF OF ALL MECHANICAL CONTRACTORS WHO HAVE AUTHORIZED THE ASSOCIATION TO ACT AS THEIR COLLECTIVE BARGAINING AGENT AND WHO PERFORM WORK WITHIN THE JURISDICTION OF LOCAL UNION 24.

BY:

PHILLIP J. PETILLO, JR.	ROBERT B. SNYDER, JR.
DAVID STROBINO	ALLEN A. OWENS
KEVIN ARMISTEAD	SAL FICHERA
MARTIN DROBNY	CHRIS SNYDER
	NELSON ZABRANSKY, JR.
	ROBERT P. ARMISTEAD

LOCAL UNION NO. 24 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO.

BY:

ROSHAN "ROC" WHITE	CHADRICK GARRIS
JIM DOHERTY	DYLAN GLECO
VINCENT ENZO SCORDO	WILLIAM DIGNAN
KERMIT G. HARTMAN, JR.	PATRICK KELLEHER



Roshan M. White



Phillip J. Petillo, Jr.

ADDENDUM A

PLUMBING SERVICE AND REPAIR

Effective July 1, 1993 there is hereby created a new division of work under the Collective Bargaining Agreement to which this Addendum A is attached, as to which all Employers, signatories either through the Mechanical Contractors Association of New Jersey ("Association"), as collective bargaining agent, or directly, are eligible to perform within the territorial jurisdiction of Local Union No. 24 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (the "Union"), and which work shall be governed by the following wages, hours, terms and conditions:

ARTICLE I

Scope of Work

1.1 Plumbing service and repair work is the work normally performed by service contractor, either by contract or on an emergency call basis, who is equipped to handle all work relative to start-up, inspection, operating, repair and service calls necessary to keep a mechanical system of plumbing in operational order.

1.2 Service and repair shall include all the replacing, cleaning, adjusting, repairing, overhauling, starting and balancing of any existing system or component part thereof, in an occupied structure regardless of size or location, including all other service and maintenance work assigned to the Employer by the owner.

1.3 The installing of new fixtures under the scope of service and repair, as previously defined, shall be limited to a maximum of five on any one job, unless excepted by special permission of the Business Manager in writing.

ARTICLE II

Recognition and Referral

2.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all its Employees performing any work covered by this Agreement. When an Employer signatory to this Agreement is performing plumbing service and repair work which comes under this Agreement, the Employer agrees to call the Business Manager of the Union for Employees.

2.2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis.

2.3 Each Employer retains the right to reject any job applicant referred by the Union on a non-discriminatory basis.

2.4 If the Union is unable, after twenty-four (24) hours, to furnish the Employer with sufficient Employees as requested, the Employer is at liberty to obtain Employees elsewhere. Such Employees obtained elsewhere shall be employed under the terms of this Agreement and shall be registered with the Union before going to work.

2.5 All Union Security Provisions shall be as stipulated in Article VII of the Master Agreement.

ARTICLE III

Service Person Qualifications

3.1 A Plumbing, Service and Repair Person must be a skilled craftsman of the Trade. He may be required to pass a satisfactory examination as to his special skills. He shall be allowed to perform all of the work coming under this Agreement.

ARTICLE IV

Duties

4.1 Service Persons and Apprentices may be used for all plumbing, service and repair work as defined in 1.1 and any and all work needed to be performed in order to make complete a job coming under that scope of work.

ARTICLE V

Hours

5.1 Eight hours shall constitute a day's work to be performed between the hours of 7:00 A.M. to 12:00 Noon and 12:30 P.M. to 5:30 P.M.

5.2 All service and repair overtime work in excess of eight (8) hours in any day shall be paid one and one half (1.5) times the straight time wage rate, including Saturdays and Sundays. Holidays shall be paid at the rate of double time.

ARTICLE VI

No Strike or Lockout

6.1 During the term of this Agreement, the Union agrees with the Association and each Employer that there will be no strike of any kind, including sympathy strikes, boycott, picketing, work stoppage, slowdown or any type of interference, coercive or otherwise, with the Employer's business or jobs; provided however that the Union specifically reserves the

right to strike, picket and refuse to refer employees to any Employer who is delinquent in making full, timely payments of wages or fringe benefits.

ARTICLE VII

Wages and Fringe Benefits

7.1 Service Person Wages Per Hour Effective 07/01/24

7.2 Each Employer shall contribute to the 'Plumbers Local 24 Distribution Fund' upon which account only the depository bank may withdraw and then only to allocate the monies in accordance with the form submitted by the Employee to the respective funds for which the form indicates the Employer is paying.

The following amounts for each straight time hour worked by an Employee shall be paid to the Distribution Fund as periodically determined by the Trustees of the fringe benefit funds but in no event more often than weekly. A portion of future increases may be allocated by the Union to Plumbers Local Union Pension Fund.

Effective	Wages	Welfare	Pension*	Annuity	Education	ITF	Industry	Personal
07/01/24	\$38.09	\$12.75	\$2.80	\$4.55	\$.40	\$.10	\$.25	\$1.01

*National Pension Fund

7.3 Rates of wages for apprentices are:
First Year 50% of Journeyman's Wages
Second Year 60% of Journeyman's Wages
Third Year 70% of Journeyman's Wages
Fourth Year 80% of Journeyman's Wages

All apprentices receive 100% of the Journeyman Welfare Contribution. All other fringes are to be paid at the apprentice percentage of Journeyman rate.

7.4 Wage increase and allocation to be determined.

7.5 Increase the industry fund contribution (3) cents per hour to a total of (.35) cents per hour

ARTICLE VIII

Grievance and Arbitration

8.1 All Grievance and Arbitration Procedures shall be as stipulated in the Master Agreement between the Association and the Union.

ARTICLE IX

Compliance

9.1 All Employers, by executing this Agreement, shall be bound to the Master Agreement by and between the Union and the Association.

ARTICLE X

Holidays and Sick Days

10.1 Holidays for the purposes of this Agreement are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Veterans' Day, Presidential Election Day, and Presidents' Day. Holiday pay shall be in the amount of eight (8) hours of the employee's regular rate of wages, for which no work is performed.

10.2 The Employer shall provide two (2) paid sick days for all Service Persons and Apprentices who have been in his employ for at least six (6) months. Non-used sick days shall be paid to the Employee if not taken by the end of the contract year. A sick day is to be used by the Employee only if he is unable to work due to illness or accident. Employer may require the Employee to produce evidence reasonably satisfactory to the Employer of the Employee's inability to work.

ARTICLE XI

Tradesman

Section 11.1 The rate of pay for a Tradesman shall be fifty (50) percent of the Service Journeyman rate. the Employer shall be responsible for fringe benefits through the Employer's company plans.

Section 11.2 The number/ratio of Tradesman per job or company shall be determined by the Service Oversight Committee.

11.3 United Association Tradesman duties and tasks shall include handling and distributing of material and tools; handling and setting of appliances; firestopping; backing and accessories, when required; fabrication of hangers on the jobsite; caulking and grouting fixtures; site work beyond 5'-0" outside of building; general cleanup of tools, material, and jobsite, cutting, patching and pipe penetrations; pipe identification, valve tagging, and painting; fire watch, when required; coffee person; drain and sewer cleaning.

ARTICLE XII

Emergency Service

12.1 All Employees called in to work outside of the regular work day shall receive pay for time spent from portal to portal. The employee shall be guaranteed a minimum of four (4) hours work or pay, if the employee has to travel outside of the territory.

12.2 An Employer may require an Employee to be "on call" shall be paid a stipend of \$65.00 per week. The stipend may be allocated to the amount of \$9.30 daily.

ARTICLE XIII

Service Person Employees shall be required to supply the following basic hand tools as needed to perform normal work duties:

QUANTITY	ITEM
1	PAIR WORK GLOVES
1	TORPEDO LEVEL
1	6' FOLDING RULER
1	CHANNEL LOCK PLIERS
1	KNIFE
1	TOOL BOX KNACK #24
1	14" PIPE WRENCH
2	10" PIPE WRENCH
1	4" SCREWDRIVER RIGID 1941 OR EQUAL
1	4" PHILLIPS SCREWDRIVER RIGID 1902 OR EQUAL
1	24" LEVEL RIGID 624A OR EQUAL
1	16 OZ. BALL PEEN HAMMER
1	PAIR 8" SLIP JOINT-PLIERS
1	1/8"-1" TUBING CUTTER RIGID #15
1	SCRATCH BRUSH OSBORN #1777 OR EQUAL
1	3 TO 2 PRONG ELECTRICAL ADAPT PLUG
1	HACKSAW RIGID #1200
1	12" FILE HALF ROUND
1	BASIN WRENCH RIGID #1017
1	10" ADJUSTABLE RIGID #710 OR EQUAL
1	COMPASS SAW RIGID #1204 WITH D 693 BLADE
1	SPUD WRENCH RIGID
1	1/2 X 6" COLD CHISEL
1	3/4 X 12" POINT
1	PAIR STRAIGHT SNIPS RIGID #788 OR EQUAL
1	STRIKER
1	PLUMB BOB
1	WOOD CHISEL HOOD #44
1	NO HUB TORQUE WRENCH

ARTICLE XIV

Duration, Termination and Renewal of Agreement

14.1 This Agreement, which is in force and effect through June 30, 2025 shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement.

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND
Revised Standard Form of Participation Agreement

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of _____, 20 __, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

CLASSIFICATION	AMOUNT	EFFECTIVE DATE
Journeyman _____	per hour	
Apprentice _____	per hour	
_____	per hour	
Other - specify _____		

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered Employees for purposes of the Plan and this Standard Form of Participation Agreement.

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Funds" which was established under an Agreement and Declaration of Trust, dated July 23, 1968, and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in attendance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.
3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is _____, 20____. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO. 24, UNITED ASSOCIATION

BY _____
(Authorized Union Officer)

FOR THE EMPLOYER*

(Insert Name of Employer)

Address _____

By _____
(Authorized Officer of Employer)

Date _____, 20____.

* If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

NOTE: This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to it in your Collective Bargaining Agreement by stating therein: The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement. If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that agreement will be sufficient.

"I hereby agree to be bound to the foregoing agreement as an 'Employer' and to comply with and be bound by the Collective Bargaining Agreements in effect in the geographic jurisdictions of all Plumber, Pipefitter, Steamfitter and Sprinkler Fitter and Lead Burner Local Unions within the State of New Jersey, affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO."

SIGNED FOR THE EMPLOYER FIRM

Company Name _____
By _____
Title _____
Date _____
Address _____
City _____
State _____ Zip Code _____
Phone No. (_____) _____
Fax No. (_____) _____
Federal I.D. _____
Pager No. (Optional) _____
Cell Phone (Optional) _____
Plumbing License (Optional) _____
Web Address (Optional) _____
E-Mail Address (Optional) _____

SIGNED FOR PLUMBERS LOCAL NO. 24

By _____
Title _____

Mark yes where appropriate.

MBE _____
SBE _____
WBE _____
MWBE _____
GREEN CERTIFICATION _____

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MEMORANDUM OF AGREEMENT

All Contractors working under Local 24 Collective Bargaining Agreement will reach a fair and equitable agreement over parking before the job start. If a fair and equitable agreement cannot be reached, there will be no manpower dispatched to that Project until one has been reached.

MEMORANDUM OF AGREEMENT

All Contractors working under Local 24 Collective Bargaining Agreement will reach a fair and equitable agreement over the physical handling, uncrating, or placement of appliances before the start of the project.

MEMORANDUM OF UNDERSTANDING

Local Union No. 24 and the Mechanical Contractors Association of New Jersey, Inc. will collaborate in an effort to coordinate Programs on: Recapturing Market Share, Legislative Initiatives, Productivity, Green Technologies, Plumbing Codes, New Markets, Tri Partite Initiatives.

We will also explore any other endeavors beneficial to the betterment of the Mechanical Industry.

