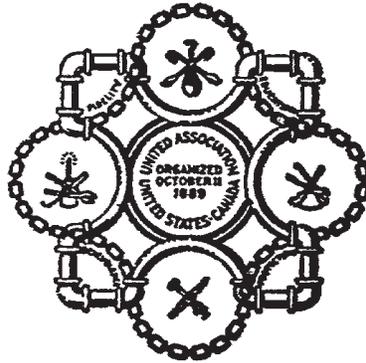


Agreement

May 1, 2025–April 30, 2029

between the

**STEAMFITTERS, PIPEFITTERS AND
APPRENTICES LOCAL UNION NO. 475**



**OF ESSEX COUNTY, UNION COUNTY,
PORTIONS OF HUNTERDON, MERCER,
MIDDLESEX, MORRIS, SOMERSET AND
WARREN COUNTIES
AND ALL OF THEIR
ACCREDITED TERRITORIES IN
NEW JERSEY**

and the

**MECHANICAL CONTRACTORS
ASSOCIATION OF NEW JERSEY, INC.**

INDEX	<i>Page</i>
Apprentices – Article XX	11
Check-off of Working Assessment – Article XXXIX	19
Discipline of Employees – Article XXI	11
Education Fund – Article XXV	12
Employee Pension Fund – Article XXIV	12
Fabrication & Testing Requirements – Article XVIII	10
Foremen – Article XXXII	16
Fund Guaranty and Administration – Article XXIX	14
Hiring Hall – Article VII	5
Hiring System – Article IX	6
Holidays and Overtime – Article XV	8
Hours of Work – Work Week – Show Up Time – Article XII.	6
Industry Fund – Article XXVII	13
International Training Fund – Article XXX	15
Joint Conference Committee – Article IV	3
Maintenance Work – Article XVII	9
Management Rights – Article I	1
Market Recovery – Article XXXVIII	19
Notice of Appeal – Article X	6
Posting – Article XI	6
Recognition and Jurisdiction – Article III	1
Safety – Article XXXVII	18
Severability – Article XXXV	17
Shift Work – Article XIII	7
Shop Steward – Article XXXIII	16
Standards of Competency – Article VI	4
Subcontracting – Article XXXI	16
Supervision of Referral System by Joint Conference Committee – Article VIII	6
Surety Fund – Article XXVIII	13
Temporary Heat – Article XIV	8
Termination – Article XXXX	20
Territorial Jurisdiction – Article XXXIV	17
Uniformity – Article XXII	11
Union Cooperation – Article II	1
Union Security – Article V	4
Vacation Fund – Article XXVI	13
Wages – Article XIX	10
Waiting Time, Travel and Board – Article XVI	8
Welfare Trust Fund – Article XXIII	11
Work Rules – Article XXXVI	17
 UNITED ASSOCIATION STANDARD FOR EXCELLENCE	 21
STANDARD FOR EXCELLENCE MEMORANDUM OF AGREEMENT	23

INDEPENDENT EMPLOYER AGREEMENT

“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 Union 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.”

AGREEMENT

THIS AGREEMENT made on the 1st day of May 2025 to April 30, 2029 by and between MECHANICAL CONTRACTORS ASSOCIATION OF NEW JERSEY, INC., "hereinafter the "Association") on behalf of its members and other mechanical contractors as have, in writing, authorized the Association to act as collective bargaining agent on their behalf (hereinafter individually the "Employer" and collectively the "Employers") and STEAMFITTERS, PIPEFITTERS AND APPRENTICES LOCAL UNION NO. 475 OF ESSEX COUNTY, UNION COUNTY, PORTIONS OF HUNTERDON, MERCER, MIDDLESEX, MORRIS, SOMERSET, AND WARREN COUNTIES AND ALL OF THEIR ACCREDITED TERRITORIES IN NEW JERSEY (hereinafter the "Union").

WITNESSETH:

THAT in consideration of the mutual agreements and covenants herein made, the parties agree with the other as follows :

THAT on or after the first day of May, 2025, the following conditions will prevail:

ARTICLE I MANAGEMENT RIGHTS

1.1 The Employer retains full and exclusive authority for the management of his operations. Except as expressly limited by other provisions of this Agreement the Employer shall have the right to plan, direct and control the operation of his work and his working force, at his sole prerogative, including hiring, selection of foremen, assignment of employees to their jobs, promotion, demotion, transfer, 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 men needed.

ARTICLE II UNION COOPERATION

2.1 The Union agrees to cooperate with 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 and equipment, and improve the quality of workmanship. In furtherance of these objectives, the Union will review with the Association through regular meetings of the Joint Conference Committee the job performance of employees in the bargaining unit.

ARTICLE III RECOGNITION AND JURISDICTION

3.1 The Employers acknowledge that the Union has demonstrated that it represents a majority of the steamfitter and pipefitter journeymen and apprentices employed by the Employers within the jurisdiction of the Union. Pursuant to Section 9(a) of the National Labor Relations Act, the Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and all other terms and conditions of employment for all present and future steamfitter and pipefitter journeymen and apprentice employees, who will perform in whole or in part, any and all work and services within the following jurisdiction, to wit:

1. All piping for plumbing, water, waste, floor drains, drain grates, 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 service from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and 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 pipe fitting 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, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and erection of 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 collecting 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 systems.
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, oil, 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, and testing of same.
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 and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits 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 boosters stations of every description.
43. All welding of any nature, type or description.
44. 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 pipe fitting industry.
45. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
46. All methods of stress relieving and induction heating of all pipe joints made by every mode or method.
47. The assembling and erection of tanks used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
48. The handling of all materials in connection with the foregoing work, as well as the handling and using of all tools and equipment (i.e. fork truck and lull) that may be necessary for the erection installation maintenance and servicing of all work and materials used in the pipe fitting industry.
49. 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.
50. 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 any other purpose.
51. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shape.
52. Manning and maintaining all electric machines and equipment required for the execution of the work provided in this Article.
53. Handling, placing, erection, and maintenance of all heating, cooling, and air conditioning equipment regardless of the source of heat or energy.
54. All radon piping, geothermal piping, and Seismic hangers of every description.
55. The installation of catalyst in any type of vessel will be the work of the Steamfitter.

Provided, however, that nothing herein contained shall require any Employer to violate, nullify or alter in any way any existing trade lines agreements between the Union and any other Local Unions.

3.2 Fire and safety watch also is recognized as the work of the Steamfitter.

3.3 Tool Room: Any jobsite with Steamfitters requiring a full-time tool room will have a representative from Local Union 475 to man the tool room.

ARTICLE IV JOINT CONFERENCE COMMITTEE

4.1 The purpose of this Agreement is to provide a method by which any and all disputes arising between the parties hereto 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 any other trades.

4.2 For the purpose of carrying out the provisions of the preceding paragraph, upon any matter in dispute between the parties hereto or the employees and employers covered by this agreement, no independent action will be taken by any affected party, but the matter shall be submitted in writing to the Joint Conference Committee for hearing and decision by the grieving party with a true copy to all affected parties, the submission to be made within ten (10) days

from the date when the grievance arose. The decision of the Joint Conference Committee shall be final and binding on all affected parties. In the event of a deadlock, the procedure for arbitration set forth in Section 8.2 shall be applicable, the decision of the impartial umpire to be final and binding on all affected parties.

4.3 The Joint Conference Committee shall consist of six (6) members, three (3) persons appointed by the Association and three (3) persons appointed by the Union, to 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.

4.4 Matters pertaining to the discipline of an employee and other grievances requiring immediate attention shall be the subject of a hearing to be held within forty-eight (48) hours at the call of either the Association or the Union.

ARTICLE V UNION SECURITY

5.1 All employees presently employed within the bargaining unit covered by this Agreement shall, as a condition of employment, be required to become members of the Union on the earliest date provided by applicable Federal Law following the initial date of their employment with any Employer signatory hereto, or the date of the execution of this Agreement, whichever is later, and shall thereafter maintain said membership in good standing during the term of this Agreement. All employees who are, at the time to the execution of this Agreement, members of the Union, shall maintain said membership in good standing during the term of this Agreement.

5.2 All newly hired journeymen steamfitters and journeymen pipefitters and apprentices shall be required as a condition of employment, to become members on the earliest date provided by applicable Federal Law or the date of execution of this Agreement, whichever is later, and shall be required to maintain said membership in good standing during the term of this Agreement. Membership in good standing is defined as the tender, when due, of the initiation fees and dues uniformly required.

5.3 In the event that the present provisions of the National Labor Relations Act, which relates to Union Security, are amended during the term of this Agreement, either party hereto may, by giving ten (10) days written notice to the other party, re-open the Union Security Article of this Agreement for the negotiation of changes therein, consistent with amendments to the National Labor Relations Act.

ARTICLE VI STANDARDS OF COMPETENCY

6.1 The Employers shall only employ qualified journeymen steamfitters and pipefitters. Journeymen steamfitters and pipefitters shall be qualified for employment who have had at least five (5) years actual practical working experience at the steamfitting or pipefitting trade as a journeyman or apprentice in the Building and Construction Industry and who either:

- a. Have successfully served an apprenticeship at the trade under an apprentice program approved by the United States Bureau of Apprentice Training or State Division of Apprentice Standards, or
- b. Have had previous employment as a journeyman steamfitter or pipefitter with an Employer signatory to this Agreement and whose services have proved satisfactory, or
- c. Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to become competent as a steamfitter or pipefitter. Any question as to what constitutes "competency examination" shall be resolved by the Joint Conference Committee herein established under this Agreement.

6.2 The competency examination to be given pursuant to this Agreement shall be conducted by the Examining Board. The written examination and practical test for such applicants shall be held at least four times a year at intervals of three months. Announcements of time and place of such examination shall be conspicuously posted at least one month before such examination at the place announcements are posted at the Union hiring hall. Written notice shall be sent to each applicant who has registered but not passed a competency examination at least two weeks prior to the date set for such examination. All examinations given by the Examining Board shall be fair, impartial and in keeping with the present standards of competency possessed by journeymen in the industry. The Board shall determine the questions to be asked and the practical test to be given in examinations and shall grade the answers received and the results of the tests, and shall determine what constitutes satisfactory passage of such examination. The Board shall keep a file of all written examinations given and the answers received and of the results of the practical tests and its determination of whether or not such applicant has passed. The results of the written examination and practical test shall be certified by the Board to the Union, to the interested Employer if any, and to the applicant.

ARTICLE VII HIRING HALL

7.1 The Union shall establish and maintain at its own expense, an appropriate registration facility, also known as hiring hall, for qualified applicants available for employment as journeymen steamfitters, pipefitters and apprentices. The applicant shall be registered on the appropriate out-of-work list in the order of time and date of registration. Each applicant for employment shall be required to furnish such data, records and names of Employers as may be deemed necessary. Each applicant shall complete such form or registration as shall be submitted to him. Applicants for employment shall also list any special skills they possess.

7.2 An applicant who has had five years actual practical working experience in the steamfitting or pipefitting trade but has not passed any competency examination as to his skill or competency, shall be accepted for registration and shall be referred in turn during the period prior to his examination by the Union. In the event that any such applicant does not pass the examination hereinafter referred to, he shall be discharged by the Employer upon notice to that effect from the Conference Committee and stricken from the registration and referral list.

7.3 The Union shall maintain complete records including all registration and referral lists and shall operate the registration facility in strict accordance with the objective standards set forth and in full compliance with the National Labor Relations Act of 1947 as interpreted.

7.4 The Employer shall hire qualified journeymen steamfitters, pipefitters and apprentices by calling the Union. Whenever an Employer requires a journeyman steamfitter or pipefitter, he shall notify the Local Union office either in writing or by telephone, stating the location, starting time, approximate duration of job, type of work to be performed and the number of workmen to be required.

7.5 In the event there are no journeymen registered on the out-of-work list or the Union is unable to refer to the Employer requesting such journeymen the requested number within forty-eight (48) hours from the time of such request, the Employer shall be entitled to seek his journeymen steamfitters or pipefitters from any other source.

7.6 Upon the request of a contractor for steamfitters, the Union shall immediately refer competent and qualified registrants to that contractor in sufficient number required by the contractor, in the manner and under the conditions specified in this Agreement, for the appropriate list, in the following order of referral:

(a) The lists, required by Section 3 hereof to be kept, shall be further divided into priority groups based upon the stated requirements, each registrant being listed in the highest priority group for which he qualifies as follows:

Group A shall consist of all qualified journeymen as defined in Section I hereof and who have worked as journeymen and/or apprentices for any contractor or contractors in the collective bargaining unit for at least 1200 hours each year for a period of five (5) consecutive years dated from his application.

Group B shall consist of all qualified journeymen who do not have the required number of hours for the period shown above and any applicant who qualifies as a journeyman steamfitter and who registers for hiring in accordance with the terms of the Agreement.

As used herein, "Contractor in the collective bargaining unit" means (1) any contractor party to this Agreement; (2) any contractor party who employs any journeymen steamfitters under the terms of this Agreement; (3) any out-of-town contractor who adopts or works under this Agreement.

(b) Referrals shall be made first from the registrants listed among **Group A**, in the chronological order in which the names appear; if such list is exhausted, then from **Group B** in similar order.

(c) When journeymen steamfitters who are listed in a lower Group have attained the required seniority, their names shall be automatically transferred and listed in the higher group to which their seniority entitles them. This referral procedure shall be followed except that (1) requests by contractors for key men to act as supervisors, foremen or general foremen shall be honored without regard to the requested man's place on the out-of-work lists; (2) requests by contractors for particular steamfitters previously employed by the contractor and who have been laid off or terminated by the contractor within one year previous to the request shall be honored without regard to the requested man's place on the out-of-work lists provided that man has been out of work at least two (2) weeks prior to the request; and (3) bona-fide requests by contractors for steamfitters with special skills, abilities and safety certifications (listed in ARTICLE VII, Section 7.9) will be honored. 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. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work lists. Such a decision of the dispatching agent in referring registrants is appealable to the Joint Conference Committee as herein provided.

7.7 The Employer shall have the right to reject on a non-discriminatory basis, any journeyman job applicant referred by the Union.

7.8 Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for in the Education Fund Agreement and in other provisions of this Agreement.

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

**ARTICLE VIII
SUPERVISION OF REFERRAL SYSTEM BY
JOINT CONFERENCE COMMITTEE**

8.1 In addition to its duties hereinbefore defined in Article IV, the Joint Conference Committee shall supervise and control the operation of the job referral system herein. The Joint Conference Committee is empowered:

a. To establish any and all rules and regulations from time to time that it determines advisable for the operation of the Job Referral Plan.

b. Properly post rules and regulations together with provisions of this Agreement as set out in Articles VI through XI inclusive, at the Union Dispatch Office, at the Employer's office and at the job site.

c. To hear and determine any and all disputes or 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 participant shall have a right of appeal of any dispute or grievance arising out of and relating to the function of the Job Referral Plan, to the Joint Conference Committee.

8.2 The Joint Conference Committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Conference Committee reaches a deadlock over a dispute concerning an applicant or the proper registration or dispatching of any applicant. The impartial umpire shall be selected by a majority of the Committee. If a deadlock exists, then any two members of the Committee may request the New Jersey State Board of Mediation to designate an impartial umpire to settle the matter in dispute. The authority of the impartial umpire shall be limited to interpreting and applying this Agreement and the rules and regulations of the Joint Conference Committee. The decision of the Joint Conference Committee or the umpire shall be final, binding and conclusive on all applicants.

8.3 If any question arises 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 membership or non-membership in the Union.

**ARTICLE IX
HIRING SYSTEM REQUIREMENTS**

9.1 Non-Discrimination. The registration and 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 Union membership, by-laws, rules and regulations, constitutional provisions or any other aspects or obligations of Union membership policies or requirements or by race, color, religion, sex, marital status, national origin, age, or disability of applicants, as these terms are defined and applied under applicable law.

**ARTICLE X
NOTICE OF APPEAL**

10.1 In the event any job applicant, registrant or employee feels that he has been unlawfully discriminated against, he shall have the right to appeal from any such action by giving written notice to the Joint Conference Committee, setting forth fully the facts which he claims constitute the discrimination, which said notice shall be in writing, addressed to the Committee at 136 Mount Bethel Road, Warren, New Jersey 07059, within ten (10) days from the date the claimed discrimination took place.

**ARTICLE XI
POSTING**

11.1 The complete text of all the provisions of Articles VI, VII, VIII, IX, X and XI, and all rules and regulations adopted thereunder, shall be conspicuously posted by the Employer and the Union during the entire term of this Agreement in places where notices to the employees, applicants for employment, are customarily posted, including, but not limited to, the bulletin board of the Union hiring hall and the bulletin boards at the Employer's shops, and on the job sites.

**ARTICLE XII
HOURS OF WORK - WORK WEEK -
SHOW UP TIME**

12.1 The working day shall consist of eight (8) hours between seven (7:00) a.m. and three-thirty (3:30) p.m. with one-half (1/2) hour for lunch. The lunch period shall be from Noon to twelve-thirty (12:30) p.m. Employees shall be ready to start work at seven (7:00) a.m.; if ordered to go to the shop or office to pick up materials, they shall not report before seven (7:00) a.m.

12.2 Employees required to start before the normal start time seven (7:00) a.m. but who work only a normal eight (8) hour day must request and obtain permission of the Union Business Manager. Eight (8:00) a.m. starts must be of emergency nature or job condition that requires the Employer to start after seven (7:00) a.m. If, in the opinion of the Union Business Manager, the request of the Employer is reasonable, an eight (8:00) a.m. start will be approved. An eight (8:00) a.m. start will also be available when mandated by a Construction Owner in job specifications or general conditions. When a project utilizes an eight (8:00) a.m. start, the starting time may not be changed without written notification to the Business manager. All hours before the anticipated starting time will be at the applicable overtime rate and all hours after the first start time eight (8) hours are also at the applicable overtime rate.

12.3 Forty (40) hours shall constitute a week's work, between seven (7:00) a.m. Monday to three-thirty (3:30) p.m. Friday.

12.4 *(If a documented attempt of contact has not been made at least 2 hours prior to start time – or as per instructions, an electronic communication by the Owner &/or General Contractor)* All journeymen and apprentices reporting to the job, shop, or office for work and not employed that day for any reason shall be entitled to two (2) hours pay.

12.5 All journeymen and apprentices who report for work at the scheduled start time and who commence work, as directed by the Employer, shall receive not less than four (4) hours pay, and, if more than-four (4) hours are worked in any one day, shall receive not less than a full day's pay, provided, that any employee who leaves his work voluntarily shall be paid only for the number of hours he actually worked.

12.6 An Employee scheduled to work more than ten (10) hours in any one day or shift shall have an additional paid one-half hour meal period, and one paid one-half hour meal period once every four (4) hours thereafter except at the completion of work. Any Employee working through any scheduled meal periods, for any reason, shall be paid one (1) hour at the applicable overtime rate.

12.7 When approximately 15% of the working force is unemployed for a period exceeding one (1) month in duration, the work day shall become a seven (7) hour work day when agreed upon by the Union and the Association.

12.8 *(If a documented attempt of contact has not been made at least 2 hours prior to start time – or as per instructions, an electronic communication by the Owner &/or General Contractor)* employees called into work on Saturday, Sunday, or Holidays and not starting work, due to inclement weather, or the job being cancelled shall receive a day's pay for the same. All employees called into work on Saturday, Sunday, or Holidays and starting work shall be guaranteed eight (8) hours pay at the applicable overtime rate.

12.9 An employee shall only receive Wage/Fringe Compensation for Safety Training time upon the conclusion of an additional Thirty-Two (32) hours worked for that employer providing the safety training upon notification to the Business Manager.

Article XIII SHIFT WORK (Part A)

13.1A 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.

13.2A The first or day shift shall work on a regular eight (8) hour shift. 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.

13.3A If three shifts are worked, the third shift shall work seven (7) hours and receive eight (8) times the regular straight time rate plus a 15% shift differential.

(Part B)

13.1B 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.

13.2B 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.

13.3B 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.

13.3C By mutual agreement between the Union and the Contractor, a flexible work-day may be instituted if at first shift cannot be worked on a job.

ARTICLE XIV TEMPORARY HEAT

14.1 The employment or assignment of any journeyman for the operation and maintenance of temporary heating and/or cooling shall be by mutual agreement between the Union and the Employer for all systems installed by the Employer.

14.2 Temporary heating shall be cared for by the steamfitter who shall do any emergency work that is necessary to protect the Employer's interest and safeguard the apparatus in his charge. When working on shift work in connection with temporary heating, no man shall leave his shift until he is relieved and no man shall work more than one (1) eight (8) hour shift except at the direction of his Employer who may find it necessary for his own protection.

14.3 All this work shall be known as regular time and shall be paid for at the regular rate per hour. Relative to temporary heat, the recognized day for time and one half per hour shall be Saturdays, Sundays and all holidays listed in this Agreement.

ARTICLE XV HOLIDAYS AND OVERTIME

15.1 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. All time worked on Saturday shall be paid for at the rate of time and one-half. All employees working any part of an hour overtime shall receive the applicable overtime rate for the full hour. All work performed during the established lunch half hour shall be paid for at the applicable overtime rate. All work performed on Sundays, New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid for at the rate of double time.

If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work performed on Saturdays, Sundays, and the above holidays shall be for a minimum of eight (8) hours, except, after consultation with the Business Manager, work performed on tie-ins that can only be done on Saturdays, Sundays or holidays shall be paid for at a minimum of four (4) hours. Such work shall be paid for at the applicable overtime rate.

15.2 Journeymen and apprentices working any part of an hour overtime shall be be paid at the applicable overtime rate for the full hour.

15.3 The Local Union must be notified of all jobs on which overtime is expected to be worked. This notification is to be made in a pre-job conference. When unexpected overtime is necessary, the contractor shall notify the Local Union by two-thirty (2:30) p.m. of the day on which the overtime is to be worked or, in case of emergency, as soon thereafter as possible.

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

ARTICLE XVI WAITING TIME, TRAVEL AND BOARD

16.1 All journeymen and apprentices shall be paid off not later than every Wednesday at or before three-thirty (3:30) p.m. (four-thirty 4:30 p.m. on an eight 8:00 a.m. start) unless they are laid off, in which event they must be paid in full, unless, the provisions of Article XVIII, Section 2(a) apply. If employees are not paid off as herein mentioned, they shall be paid waiting time at the applicable overtime rate for Saturdays and Sundays and single time for every other working hour of the working day until wages and the waiting time are paid. If they are obligated to go to the shop or office for their pay, they shall travel on the employer's time.

16.2 Each journeyman shall be paid for the time at which he arrives at his work, in the jurisdiction of the Local Union. In going to work located outside of this territory, journeyman shall be at the above limits at seven (7:00) a.m. and thence proceed as quickly as possible to his work.

16.3 Employees going to their work outside the limits named, shall take the means of conveyance leaving either of the extreme points of the district, as directed by their employer, going on conveyance leaving nearest seven (7:00) a.m. and returning taking the conveyance leaving their district limits nearest three-thirty (3:30) p.m.

16.4 The Employer shall pay all board and expenses outside of the limits as prescribed herein.

16.5 Newly engaged employees who are first referred by the Local Union on or about seven (7:00) a.m. shall be paid from seven (7:00) a.m. by the Employer until they arrive at the designated job in the Local Union's territory, but not to go beyond the hour of nine (9:00) a.m.

16.6 The Employer agrees to hire at least one employee from the registration list referred to above, on all work which he may perform outside the territorial jurisdiction covered by this Agreement.

16.7 The Employer agrees to accept responsibility for the improvement of sanitary conditions on the job, including portable toilets when necessary. The Employer further agrees to provide materials for washing hands prior to the lunch period and quitting time.

16.8 If a Steamfitter is asked to travel from job to job during working hours, he shall be reimbursed at the current IRS mileage rate.

ARTICLE XVII MAINTENANCE WORK

Scope of Work

17.1 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.

17.2 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

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

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

17.5 "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.

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

Shift Work and Overtime

17.7 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 10%. The third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate plus 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. The first shift hours will be from seven (7:00) a.m. to three-thirty (3:30) p.m. The second shift hours will be from three-thirty (3:30) p.m. to eleven-thirty (11:30) p.m. The third shift will be from eleven-thirty (11:30) p.m. until seven (7:00) a.m. Shifts may begin one (1) hour earlier under flexible start conditions outlined in Article 12.2

17.8 All time worked before and after the established workday of eight (8) hours Monday through Saturday will be paid at the rate of time and one-half.

All time worked on Sundays and holidays shall be paid at the rate of double time.

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

17.10 By mutual consent of the Employer and the 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 workday of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

17.11 When a project is placed on shift work at the option of the Employer, it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum work period.

Apprentices

17.12 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

17.13 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

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

ARTICLE XVIII FABRICATION & TESTING

18.1 All pipe, at the option of the Employer, shall be fabricated on the job or in a shop within the territorial jurisdiction of the Union by Employees who are covered by this Agreement, receiving the building trades rate of pay and working under conditions set forth in this Agreement. The Employer or his representative shall notify the Union of his intention to perform shop fabrication. When two (2) or more Employees are assigned to shop fabrication by the Employer, one (1) shall be a steward appointed by the Business Manager of the Union.

18.2 A travel stipend for fabrication work or welder qualification testing performed outside of Local 475 shall be paid at the rate of \$20.00 per day.

ARTICLE XIX WAGES

19.1 Effective May 1, 2025, through April 30, 2026, the wage shall be (\$56.34) per hour for all Journeymen. Effective May 1, 2026, through April 30, 2027, there will be a regular hourly increase of \$4.10. Effective May 1, 2027, through April 30, 2028, there will be a regular hourly increase of \$4.20. Effective May 1, 2028, through April 30, 2029, there will be a regular hourly increase of \$4.30.

19.2 An Employer party to this Agreement qualifies for the payment of wages by Electronic Deposit (if selected by the Employee) or check in an envelope upon fulfilling the requirements of law and upon filing with the Union reasonable proof in writing:

- a. That wages will be paid not later than Wednesday for all work done up to and including the close of business on Saturday of the preceding week.
- b. That he is a participant in the Industry Fund as defined in Article 27 and the said Fund will provide cash payment of wages for each of his bargaining unit employees within one (1) banking day from notification by the Union that such employee's wage payment checks has been dishonored. The obligation of the Fund is limited to payroll checks for two (2) weeks for any one (1) employee. The affected employee, upon receiving payment through such Fund, shall assign to such Fund or its agent his civil rights as to such wages and the dishonored check.
- c. Payroll checks shall be drawn on a bank with offices in the territorial jurisdiction of the Union.

19.3 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 three (3) days' wage in total.

19.3A When journeyman pipefitter's or apprentice's employment is terminated, he is to be paid in full by check.

19.4 All employees represented by the Union shall be paid all wages due them once a week, no later than Wednesday. All wages will be by electronic deposit (if selected by the employee), or except; however, if any Employer elects to pay wages by checks he shall, before issuing such checks, have them inserted in envelopes and submit to the Union a satisfactory and acceptable surety company bond guaranteeing the prompt payment of each and all wage checks to each and all employees employed by the Employer in the jurisdiction of the Union upon their presentment appropriate amount as follows:

- 1 through 5 employees \$13,500
- 6 through 10 employees \$27,000
- \$13,500 for each 5 additional employees or portion thereof.

**ARTICLE XX
APPRENTICES**

20.1 Registration and issuing of all Apprentice Cards, and Rules and Regulations governing apprentices desiring to learn the steamfitting industry shall be under a Joint Committee of Employer representatives and Union members selected by their respective organizations. Apprentices must complete a full five (5) years.

Rates of wages for apprentices enrolled in the apprentice training program after May 1, 2010 are:

First Year 35% of Journeymen's Wages
Second Year 45% of Journeymen's Wages
Third Year 55% of Journeymen's Wages
Fourth Year 65% of Journeymen's Wages
Fifth Year 75% of Journeymen's Wages

20.2 The Employer must employ one (1) apprentice for each shop and/or job where one journeyman is employed if such apprentice is available. The Employer must employ one (1) apprentice for each shop and/or job where five (5) journeymen are employed and thereafter one (1) apprentice for every five (5) additional journeymen employed if such number of apprentices is available. Apprentices may perform any bargaining unit work they are capable of performing.

20.3 No apprentice shall be left on a job site where there are no journeyman present after normal working hours.

**ARTICLE XXI
DISCIPLINE OF EMPLOYEES**

21.1 Should any member of the Employers Association suffer a financial loss due to the carelessness or willful act of an employee in the bargaining unit, such employee in the bargaining unit shall be dealt with in a manner to be decided on by a majority of the Joint Conference Committee.

**ARTICLE XXII
UNIFORMITY**

22.1 Employees in the bargaining unit agree not to enter into employment with anyone under conditions different than herein enumerated.

**ARTICLE XXIII
WELFARE TRUST FUND**

23.1 Contributions to the Welfare Trust Fund created as of January 1, 1951, pursuant to a Collective Bargaining Agreement, shall continue to be paid to the Trustees of the

STEAMFITTERS WELFARE FUND,
LOCAL UNION 475

The Employer shall pay to the Trustees the sum of thirty percent (30%) of the gross wages paid by such Employer to the journeymen steamfitters and apprentice steamfitters in this bargaining unit who work within the territorial jurisdiction of the Union. Of this total sum, seven percent (7%) of the gross wages shall be allocated by the Welfare Fund Trustees to the cost of providing welfare benefits to retirees, the particular benefits to be determined by the Welfare Fund Trustees. The thirty (30%) percent of the gross wages of each shall be paid solely by the Employers into the Welfare Trust Fund created hereunder for the purpose of providing a program of welfare benefits for the aforesaid journeymen and apprentices steamfitters who work within the territorial jurisdiction of the Union, provided these Employees meet the eligibility requirements as determined by the Board of Trustees.

23.2 This Welfare Fund is created under the terms of the Labor Management Relations Act of 1947 as amended. It shall be governed by a Board of Trustees made up equally of Employer and Employee representatives.

23.3 Failure on the part of any Employer to make the required contributions within the time limits prescribed by the Trustees, shall be deemed to be a breach of this Agreement, and, during the period of such delinquent indebtedness, the Union may refuse to permit such Employer to use the hiring hall facilities described elsewhere herein.

23.4 No part of the Welfare Fund contributions shall revert to any employee, to the Union, to any Employer, or to any Association of Employees or Employers, except in the form of benefits prescribed under the rules of eligibility as promulgated by the Trustees.

23.5 The Welfare Trust Fund shall conform to the rules and regulations of the Internal Revenue Service, United States Treasury Department. There shall be at least one annual audit by a Certified Public Accountant. The management and direction of the Welfare Trust Fund, as well as the powers and duties of the Trustees, are set forth within an executed Agreement and Declaration of Trust between the Union and the Association.

**ARTICLE XXIV
EMPLOYEE PENSION FUND**

24.1 Contributions to the Pension Trust Fund created as of May 1, 1953, pursuant to a Collective Bargaining Agreement, shall continue to be paid to the Trustees of the

**STEAMFITTERS PENSION FUND
LOCAL UNION 475**

The Employer shall pay to the Trustees the sum of twenty percent (20%) of the gross wages paid by such Employer to the journeymen steamfitters and apprentice steamfitters in this bargaining unit who work within the territorial jurisdiction of the Union. The aforesaid percentage of the gross wages of each shall be paid solely by the Employers into the Pension Trust Fund created hereunder for the purpose of providing a program of pension benefits for the aforesaid journeymen and apprentice steamfitters who work within the territorial jurisdiction of the Union, provided these Employees meet the eligibility requirements as determined by the Board of Trustees.

24.2 This Pension Fund is created under the terms of the Labor Management Relations Act of 1947 as amended. It shall be governed by a Board of Trustees made up equally of Employer and Employee representatives.

24.3 The Pension Fund shall be audited at least annually by a Certified Public Accountant to be selected by the Board of Trustees.

24.4 The Board of Trustees shall have the authority to determine the method and manner of the collection of the Employer contributions, and to determine the rules and regulations of eligibility for pension benefits for those eligible employees in the bargaining unit.

24.5 The assets of the Pension Fund shall be used only for pension purposes and the necessary expenses of the operation of the Fund for the aforesaid employees and shall not revert to the employees individually or to the Employers individually or to the Association or to the Union.

24.6 The Pension Fund shall continue in compliance with the requirements of the Internal Revenue Service regulations, United States Treasury Department, for approval as a tax exempt Fund pursuant to United States Internal Revenue Code as amended.

**ARTICLE XXV
EDUCATION FUND**

25.1 The Education Fund established as of the first day of May 1954 shall continue to be administered as heretofore provided and in accordance with the Agreement and Declaration of Trust establishing the same. Contributions to the Education Fund shall be paid by the employer in an amount equal to three percent (3%) of the gross wages paid by such employers to each employee in the bargaining unit.

25.2 The purposes for which said Fund is established are as follows:

- a. The creation and operation of a continuous program for the selection and training of steamfitter apprentices, which said training of each apprentice shall cover a five (5) year period and provide the experience and schooling necessary to develop a practical and skilled mechanic versed in the theory and practice of steamfitting.
- b. The creation and operation of a program offering a course of instruction for journeymen steamfitters designed to enable them to qualify as welders in accordance with the standard welding procedure specifications of the National Certified Pipe Welding Bureau.
- c. The creation and operation of a program to provide advanced education for journeymen steamfitters in the theory and practice of steamfitters in the courses of instruction to be selected, organized and conducted by the Education Committee as it, in its discretion, deems advisable.
- d. The selection and training of apprentices and journeymen under the Education programs herein provided shall be so conducted as to insure equal opportunities for applicants, without discrimination because of race, color, age, religion, sex, marital status, or national origin.

25.3 The Education Fund shall be managed and operated by an Education Committee consisting of four (4) persons from the Association and four (4) persons from the Union. The duties and powers of the Committee are more fully defined in the Agreement establishing the Education Fund and governing its operation

25.4 No journeyman or apprentice shall have any vested right in the sums contributed by the Employer hereunder to the Education Fund. Said Fund shall not be considered wages for purposes of overtime, compensation, withholding taxes, social security taxes, or for any other purpose.

**ARTICLE XXVI
VACATION FUND**

26.1 The vacation allowance shall be subject to all required payroll withholdings from income tax and the usual required legal deductions, etc., but shall be withheld from the Employee's weekly pay and paid to the Trustees of the
STEAMFITTERS VACATION FUND

LOCAL UNION 475

26.2 Contributions to the Vacation Fund shall be as follows: The Employer shall pay to each of its Employees in the Bargaining Unit a vacation allowance in the amount of ten per cent (10%) of the gross weekly wages of such Employee employed.

26.3 This Vacation Fund is created under the terms of the Labor Management Relations Act of 1947 as amended. It shall be governed by a Board of Trustees made up equally of Employer and Employee representatives.

26.4 The Board of Trustees shall have the authority to determine the method and manner of the collection of the Employer contributions and to determine the rules and regulations of eligibility for benefits for those eligible employees in the bargaining unit.

26.5 The Vacation Fund shall continue in compliance with the requirements of the Internal Revenue Service, United States Treasury Department, regulations for approval as a tax exempt fund pursuant to United States Internal Revenue Code as amended.

**ARTICLE XXVII
INDUSTRY FUND**

27.1 Contributions to the Mechanical Contracting Industry Council Fund, shall be paid by all Employers signatory to this Agreement in the amount equal to 35 cents (.35¢) per hour of the wage paid to each Employee, fifty-three cents (53¢) per time and one-half overtime hours worked and seventy cents (70¢) per double time overtime hours worked per hour within the Bargaining Unit for all hours worked and such payments to be made to the trustees described in Article XXVII, Section 3, who are hereby authorized to receive such funds as collection agent for transfer to the trustees of the said Industry Fund.

27.2 The Fund is established generally for the promotion and advancement of the mechanical contracting industry in New Jersey, to educate the public concerning desirable, safe and economic mechanical installation, to sponsor education research and develop activities to improve the industry, all as more particularly provided in the Agreement and Declaration of Trust creating the Fund.

27.3 The Industry Fund shall be managed and operated by a Board of Trustees designated by the Association. The duties and plans of the Trustees are more fully defined in the Agreement and Declaration of Trust establishing the Industry Fund and governing its operation.

27.4 No journeyman or apprentice shall have any vested right in the sums contributed by the Employer hereunder to the Industry Fund. Said Fund shall not be considered wages for purposes of overtime, compensation, withholding taxes, social security taxes, or for any other purpose.

**ARTICLE XXVIII
SURETY FUND**

28.1 Contributions to the Surety Fund created as of May 1, 1980, pursuant to a Collective Bargaining Agreement and as amended and restated, shall be paid to the Trustees of the

"STEAMFITTERS SURETY FUND

LOCAL UNION 475"

28.2 The Employer shall pay to the Trustees the sum of of twenty percent (20%) of the gross wages paid by such Employer to the journeymen steamfitters and apprentice steamfitters in this bargaining unit who work within the territorial jurisdiction of the Union. The aforesaid percentage of the gross wages of each shall be paid solely by the Employers into the Surety Trust Fund created hereunder for the purpose of providing a program of annuity benefits for the aforesaid journeymen and apprentice steamfitters who work within the territorial jurisdiction of the Union, provided these Employees meet the eligibility requirements as determined by the Board of Trustees.

28.3 This Surety Fund is created under the terms of the Labor Management Relations Act of 1947 as amended. It shall be governed by a Board of Trustees made up equally of Employer and Employee representatives.

28.4 The Board of Trustees shall have the authority to determine the method and manner of the collection of the Employer contributions, and to determine the rules and regulations of eligibility for annuity benefits for those eligible employees in the bargaining unit.

28.5 The Surety Fund shall continue in compliance with the requirements of the Internal Revenue Service regulations, United States Treasury Department, for approval as a tax exempt Fund pursuant to United States Internal Revenue Code as amended.

**ARTICLE XXIX
FUND GUARANTY AND ADMINISTRATION**

29.1 There has been established a banking account to which fringe benefit payments are to be made known as "Steamfitters Distribution Fund, Local Union 475" upon which account only the depository bank may withdraw and allocate monies in accordance with the form submitted by the Employer to the respective funds for which the form indicates the Employer is paying.

29.2 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 forms:

A.) 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 475 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.

1. 1-5 employees\$50,000.00
2. 6-10 employees\$100,000.00
3. For each additional five employees or portion thereof, the bond principal shall be increased \$50,000.00.

B.) A check made payable to the order of Steamfitters Distribution Fund Local Union 475 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 thereon to be remitted to the Employer annually.

C.) A one month automatically renewable certificate of deposit issued to Steamfitters Distribution Fund Local Union 475 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 29.1 (A), (B) or (C) shall be adjusted, as required, in order to reflect current employment for each such Employer.

29.3 Each Employer shall complete and deliver to the Funds Administrator a monthly report on the Administrator approved form, for each calendar month, on or before the 15th day of the following month, together with payment to the Steamfitters Distribution Fund Local Union 475 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 unions 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.

29.4 The 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:

- A.) Employer's name, address, ID#;
- B.) Acknowledgement that the Administrator either has a signed collective bargaining agreement from that Employer or a copy of assigned Collective Bargaining Agent Authorization from that Employer to the Association;
- C.) Acknowledgement that the Administrator has in its possession one of the following:
 - (1) A surety bond as provided by 29.2A,
 - (2) A certified check as provided in 29.2B, or
 - (3) A certificate of deposit as provided in 29.2C;
- D.) 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;
- E.) The amount of any Fund contribution delinquency according to the Fund records and the calendar periods to which it relates.

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

A.) 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 workday 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.

B.) 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 actions 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.

29.6 Each Trust may maintain actions against Delinquent Employers in any court of competent jurisdiction to:

A.) 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;

B.) 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.

29.7 The Employer Trustees on the jointly administered fringe benefit funds and the Employer representatives on the Joint Conference Committee to be designated by the Association, may include the Executive Director of the Association and shall otherwise be comprised of Employer members of the Association who have their offices in the territorial jurisdiction of the NJ State Association of Pipe Trades and who are available to serve.

ARTICLE XXX INTERNATIONAL TRAINING FUND

30.1 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 Canada and the national Contractors Association for the purpose of developing the skills of journeymen and apprentices in the plumbing and pipefitting industry.

30.2 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.

30.3 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.

**ARTICLE XXXI
SUBCONTRACTING**

31.1 The employees shall not subcontract or lump the installment of any heating or public work or any other work under the work jurisdiction set forth in Article III.

31.2 The employer agrees that he will not subcontract or sublet out any work covered in Article 3.1 to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to this agreement.

**ARTICLE XXXII
FOREMEN**

32.1 On any job where there are two (2) or more journeymen employed, one (1) journeyman shall be selected by the Employer to be the foreman on the said job. It shall be his duty to work the same as any man working under him. He shall take a general interest in the plans and specifications, keep the time and a record of labor and materials for any extra work done. He shall see that the men under him are instructed in their work, so that due progress shall be made during the course of the work on hand. He shall see that the materials are ordered ahead of time so that no delay shall occur through lack of materials, and he shall report to the Employer matters of interest that may come up affecting the work. Requests by contractors for key men to act as supervisors, general foremen or foremen shall be honored without regard to the requested applicant's position on the out-of-work list.

32.2 The foreman shall receive additional compensation of Four Dollars and Twenty-Five Cents (\$4.25 per hour over the journeyman's prevailing hourly rate. All Foreman will receive a (.25 cent) raise in the 2nd year of the contract which will be a total of Four dollars and fifty cents (\$4.50).

32.3 The assistant general foreman shall receive additional compensation over the journeyman's prevailing hourly wage rate of Four Dollars and Seventy-Five Cents (\$4.75) per hour over the journeyman's prevailing hourly rate. All Foreman will receive a (.25 cent) raise in the 2nd year of the contract which will be a total of Five dollars and zero cents (\$5.00).

32.4 The general foreman shall receive additional compensation over the journeyman's prevailing hourly rate of Five Dollars and Seventy-Five Cents (\$5.75) per hour over the journeyman's prevailing hourly rate. All Foreman will receive a (.25 cent) raise in the 2nd year of the contract which will be a total of Six dollars and zero cents (\$6.00).

32.5 All foremen guaranteed forty (40) hours pay when they are available for forty (40) hours work.

32.6 A general foreman shall not take charge of any projects for more than one (1) owner at the same time; he may have charge of more than one job or buildings for one owner on one or adjacent sites, but not for widely separated jobs or buildings.

32.7 Clarification of Foreman requirements:

- a. Where two (2) journeymen are employed one of these shall be a Foreman.
- b. There shall be a Foreman for every eight (8) journeymen employed.
- c. There shall be a General Foreman when sixteen (16) or more journeymen are employed.
- d. There shall be an Assistant General Foreman when thirty-two, (32) journeymen or four (4) Foremen are employed.
- e. 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 475. The preponderance of work involved could be the criterion for such a selection. Two 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.

32.8 When a foreman is requested off the out of work list, he will remain a foreman and receive foreman wages until his duties as a foreman have ended.

**ARTICLE XXXIII
SHOP STEWARD**

33.1 The Local Business Representative only shall appoint a Shop Steward for a job. The Shop Steward is appointed for the purpose of policing jobs so that the terms and conditions of this Agreement are maintained. The Shop Steward shall have no authority to call any strike or stoppage of work, nor shall he have any authority to change, modify or alter the terms of this Agreement.

33.2 Should any dispute or trouble arise on the job, the workmen shall continue to work, and the Steward shall notify the Union Business Representative, who shall proceed to the job and use his best efforts to adjust the trouble at the earliest possible time.

33.3 The Stewardship is incidental to his work on the job and he is to work with tools as any other journeyman. He shall be allowed sufficient time during working hours to perform his duties of Stewardship.

33.4 The Shop Steward shall not be discriminated against because of the faithful performance of his duties. When a Steward has been appointed he shall remain on the job until it is mutually agreed that the job no longer requires the services of a Shop Steward.

33.5 When necessary the local business representative may appoint an assistant shop steward.

33.6 If a Contractor calls for men from one job to another to work on a weekend, the Shop Steward will be notified.

ARTICLE XXXIV TERRITORIAL JURISDICTION

34.1 The territorial jurisdiction covered by this Agreement is within Essex and Union Counties, portions of Hunterdon, Mercer, Middlesex, Morris, Somerset and Warren Counties, in the State of New Jersey.

ARTICLE XXXV SEVERABILITY

35.1 This Agreement shall apply to all work performed within the jurisdiction of the Local Union.

35.2 Should any part of this Agreement be held to be illegal by a Court of competent jurisdiction, such part shall be immediately eliminated, and such findings shall not in any way affect the other provisions of this Agreement, which shall, notwithstanding, continue in full force and effect. The Articles referred to are those relating specifically to Union Security and Hiring.

ARTICLE XXXVI WORK RULES

36.1 The following work rules are applicable to all work covered by this agreement and are to emphasize that the Employee shall give a full day's work for a full day's pay.

36.2 The lunch period shall be from Noon to twelve-thirty (12:30) p.m. Employees shall be at the change area, ready to start work at the applicable start time for the job and shall remain at their place of work until the quitting time. The Union and the Employer agree that late starts and early quits will not be tolerated and shall be grounds for discharge or loss of pay.

36.3a There will be one (1) coffee break between seven (7:00) a.m. and nine (9:00) a.m. This break will be permitted in the work station area; however, there will be no formal work stoppage as a result thereof. This break will not exceed fifteen (15) minutes.

36.3b There will be an additional coffee break in the afternoon on a scheduled ten (10) hour workday. This break will be permitted in the work station area; however, there will be no formal work stoppage as a result thereof. This break will not exceed fifteen (15) minutes.

36.4 The tools and equipment supplied by the Employer shall be considered as in the custody of the Employee who will protect and secure these tools to the best of his ability in such a manner as to prevent loss, theft, and damage.

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

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

36.7 The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

36.8 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.

36.9 Each employee shall furnish at his own cost and expense the following items:

- a. work gloves
- b. torpedo level
- c. 6' folding rule
- d. pliers.

The Employer shall furnish other tools. Each Employee shall take proper care of all tools either furnished by or to him.

36.10 The Employer shall provide a suitable place for meals and changing of clothes. Such place shall be heated by October 15th.

36.11 The Employer will furnish welding sleeves and welding gloves to welders.

36.12 The Employer shall make accident report forms available for Employees injured on the job to use in reporting the injury.

36.13 When BRASS is used on a job for time keeping purposes the BRASS will be picked up at the start of the work day and turned in at the end of the work day.

36.14 Drinking water will be located within reasonable distance of the work place.

36.15 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) will be reimbursed by the Mechanical Contracting Industry Council of New Jersey. Reimbursement will be made directly to the Local 475 Member upon successful completion of the process and the presentation of a receipt.

ARTICLE XXXVII SAFETY

37.1 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.

37.2 A Joint Safety Committee with equal representation from the Union and the Association will be formed to promote the common goal of better construction safety practice and to make recommendations to the parties as to the same.

37.3 The contractor further agrees to provide protective clothing when corrosive liquids or substances are a hazard in the immediate work area. It is understood that this protective clothing is to be worn by the employee when so provided.

37.4 It is agreed that all safety and sanitary rules established by the owner or the employer contractor are to be adhered to by employees in the bargaining unit. Particular reference is made here to rules requiring the wearing of construction safety helmets (hard hats) and the observance of "no smoking" regulations. It is further agreed that all safety equipment shall meet OSHA standards where applicable.

37.5 When working under field conditions, a welder shall have a fitter working with him.

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

37.7 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 (reaffirmed by the Board of Directors of ACOEM October 28, 1988 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 back on 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 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 Steamfitters Local Union No. 475 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.

37.8 The Union and the Employers recognize that in the operation of the substance abuse testing policy and procedures under Section 37.7 of 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, than the Employer shall pay the wages that the Employee would have otherwise earned due to 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 under this Section 37.8, upon presentation of documented proof of such payment, the Employer may obtain reimbursement from the MCIC.

ARTICLE XXXVIII Market Recovery

38.1 Consistent with the job targeting guidelines of the Market Recovery Funding Plan of Steamfitters Local 475, the Business Manager shall have the authority to propose changes to the Collective Bargaining Agreement regarding apprentice ratios, hours and other similar 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. As of May 1, 2025, the contribution rate for the market recovery fund is one percent (1%) of gross wages.

ARTICLE XXXIX CHECK-OFF OF WORKING ASSESSMENT Union Representations and Warranties

39.1 The Union represents and warrants to the Association and the Employers (a) that the working assessment in the sum of three per cent (3%) 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 VIII 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 (3% 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.

Indemnification

39.2 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.

Employer Check-Off

39.3 The sole responsibility of the Employer under this Article 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 three percent (3%) of gross wages from the pay of each authorizing employee and remit the same to the Union monthly at the same times 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 that employee in accordance with its terms.

ARTICLE XXXX

DURATION, TERMINATION AND RENEWAL OF AGREEMENT

40.1 This Agreement which is in force and effect through April 30, 2029 shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless any party bound to this Agreement serves written notice upon the other ninety (90) 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.

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, journeyworkers 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. 475 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. 475 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. 475.

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

Michael P. Mulvaney
Local Union No. 475 of The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO

May 1, 2010

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the effective May 1, 2025.

STEAMFITTERS, PIPEFITTERS AND APPRENTICES LOCAL UNION NO. 475 OF ESSEX COUNTY, UNION COUNTY, PORTIONS OF HUNTERDON, MERCER, MIDDLESEX, MORRIS, SOMERSET AND WARREN COUNTIES, AND ALL OF THEIR ACCREDITED TERRITORIES IN NEW JERSEY

By:

Shaun Sullivan, *Business Manager*
Thomas Manning
Jonathan Sinnott
Timothy McConway
Andrew Murphy
Jeffrey Stieh
Anthony Balletta
Joseph Dougherty

MECHANICAL CONTRACTORS ASSOCIATION OF NEW JERSEY, INC.

By:

Phillip J. Petillo, Jr., *Executive Director*
David Strobino
Kevin Armistead
Martin Drobny
Nicholas Sapnar
Rick Tomaiko
Vince Spiezio, III
Robert B. Snyder, Jr.
Allen A. Owens

INDEPENDENT EMPLOYER AGREEMENT

“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 _____
Phone No. (____) _____ Fax No. (____) _____
Federal I.D. _____

**SIGNED FOR
STEAMFITTERS LOCAL NO. 475**

By _____
Title _____

MEMORANDUM OF AGREEMENT

All Contractors working under Local 475 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.