

MAY 1, 2025 TO APRIL 30, 2029

# AGREEMENT

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between

**LOCAL UNION NO. 274  
OF THE UNITED ASSOCIATION  
OF JOURNEYMEN  
AND APPRENTICES  
OF THE UNITED STATES  
AND CANADA, AFL-CIO**

and

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

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STANDARD FOR EXCELLENCE

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THIS AGREEMENT entered into this first day of May, 2025, effective May 1, 2025, by and between MECHANICAL CONTRACTORS ASSOCIATION OF NEW JERSEY, INC (hereinafter the "Association") on behalf of all the mechanical contractors who have authorized the Association to act as their collective bargaining agent (hereinafter "Employers") and LOCAL UNION NO. 274 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (hereinafter the "Union").

WITNESSETH:

The parties hereto hereby agree to and with each other as follows:

**ARTICLE I  
RECOGNITION**

1.1 The Association and the Employers recognize the Union as the sole and exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment, for all the pipefitter employees and apprentices working for Employers represented by the Association within territorial jurisdiction of the Union. In like manner, the Union recognizes the Association as the sole and exclusive bargaining representative for Employers represented by the Association within the territorial jurisdiction of the Union, with respect to wages, hours and other terms and conditions of employment, for all its pipefitter employees and apprentices.

**ARTICLE II  
MANAGEMENT RIGHTS**

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

2.2 Employees shall observe the Employer's rules and regulations not inconsistent with this Agreement which shall be posted at the project. In the event, however, that the Union believes the rules and regulations to be unreasonable or inconsistent with this Agreement, it may submit that issue to the Joint Conference Committee under the provisions of Article XXI.

**ARTICLE III  
UNION COOPERATION**

3.1 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, equipment, and improve the quality of workmanship.

**ARTICLE IV  
WORK DAY & WORK WEEK**

4.1 Eight (8) hours shall constitute a day's work from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. After said hours, the rate is at the applicable overtime rate as established in Article 15.1. Five (5) days, Monday through Friday, constitutes one work week.

4.1A Contractors required to start before the normal start time of 8:00 AM, but to work only a normal 8 hour day, must request and have permission of a Local Union 274 Business Agent in the jurisdiction of the job. 7:00 AM starts must be of an emergency nature or job condition that warrants the Mechanical Contractor to start before 8:00 AM. If in the opinion of the Local Union 274 Business Agent the request of the Mechanical Contractor is reasonable, a 7:00 AM start may be granted. All hours before the agreed starting time shall be paid at the applicable overtime rate and all hours after the first straight time 8 hours shall be paid at the applicable overtime rate as established in Article 15.1.

4.1B 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, General Contractor, or Construction Manager in job specifications or general conditions.

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

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.

4.2 Employers required to work an eight (8) hour workday with different hours than the normal workday because of special job conditions or an emergency shall provide the Business Manager with proof of these conditions. If sufficient conditions exist, the Business Manager shall grant a change of the workday hours for this job. All hours that exceed an eight (8) hour workday shall be paid at the applicable overtime rate. Monday through Friday, hours worked between 8:00 a.m. and 4:00 p.m. shall be paid straight time. Hours worked between 4:00 p.m. and 12:00 midnight shall be paid straight time plus a 25% differential, and hours worked from 12:00 midnight and 8:00 a.m. shall be paid straight time plus a 30% differential. Work on Saturdays, Sundays, and Holidays shall be paid by adding the differential to the hourly rate and multiplying it by the applicable overtime rate established in Article 15.1.

4.3 Pipefitters and apprentices shall report at the shop five minutes before the scheduled start of the workday.

4.4 Pipefitters and apprentices working outside the jurisdiction of Local Union 274 shall leave the jurisdiction line by a train or car which leaves that point closest to the start of the scheduled workday.

4.5 Pipefitters and apprentices working outside the jurisdiction limits shall leave the job to catch the train or car which will reach the jurisdiction line nearest the end of the scheduled workday.

4.6 Journeymen and apprentices working within the jurisdictional limits and not reporting at the shop shall be on the job and ready to work at the scheduled starting time. In the event that an employee using his own car, is sent from one job to another job on the same day within the territory of Local Union #274 the employee will receive the mileage rate effective at the time to conform to the then applicable I.R.S. allowance.

4.7 Pipefitters and Apprentices shall be allowed fifteen (15) minutes to properly store and safeguard tools and equipment used during the work day so as to terminate the day at the end of the scheduled workday. The same procedure shall be followed on overtime or shift work. Failure to adhere to this procedure can result in dismissal and pay for actual time worked.

4.8 Any employee called back after regular hours shall be guaranteed four (4) hours work at the applicable overtime rate.

**ARTICLE V  
SHIFT WORK**

5.1 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 not 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. 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 25% 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 Article 14.1. If three shifts are worked, the third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time rate plus a 30% shift differential.

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

5.2 If two twelve hour shifts are required, the Employee shall be paid at the straight time rate for the first eight (8) hours and at the applicable overtime rates established in Article XV for all overtime.

**ARTICLE VI  
WAGES**

6.1 Subject to the provisions of Article XXII, the following wage rates shall be paid during the term of this Agreement: Effective May 1, 2025:

Journeyman . . . . .	\$60.82
Foreman . . . . .	\$65.08
Ass't General Foreman . . . . .	\$66.29
General Foreman . . . . .	\$69.33

Effective May 1, 2025, the Journeyman wage/fringe package will be increased by \$3.75 The Union will allocate the increase prior to April 30, 2026.

Effective May 1, 2026, the Journeyman wage/fringe package will be increased by \$4.10 The Union will allocate this increase prior to April 30, 2027.

Effective May 1, 2027, the Journeyman wage/fringe package will be increased by \$4.20 The Union will allocate this increase prior to April 30, 2028.

Effective May 1, 2028, the Journeyman wage/fringe package will be increased by \$4.30 The Union will allocate this increase prior to April 30, 2029.

The Foreman shall receive 7% above the Journeyman wage plus vacation rate.

The Assistant General Foreman shall receive 9% above the Journeyman wage plus vacation rate.

The General Foreman shall receive 14% above the Journeyman wage plus vacation rate.

6.2 All employees represented by the Union shall be paid all wages due them once a week, no later than Wednesday. When any of the Holidays listed in Article XV are observed on Monday, payday shall be on Thursday. All wages shall be paid by check or by Electronic Deposit (as selected by the Employee). If paid by Electronic Deposit, the Employee shall personally appear at the offices of the Employer or by recorded Video Conference to initially provide the Electronic Deposit information. Any changes in Electronic Deposit information, such as a new deposit account, shall only be honored by the Employer if done by the Employee personally or by recorded Video Conference with the offices of the Employer. If paid by check, he shall, before issuing such checks, have them inserted in envelopes, and either:

(a) 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:

(i) 1 through 6 employees \$17,000

(ii) 7 through 12 employees \$34,000

(iii) 13 through 24 employees \$68,000

(iv) 25 through 36 employees \$100,000

(v) 37 through 48 employees \$130,000

\$34,000 for each 12 additional employees or portion thereof, or (b) furnish satisfactory and acceptable proof to the Union

(1) that he regularly contributes to the Mechanical Contracting Industry Promotion Funds of New Jersey ("Funds" or "Guarantor"), and

(2) that all of his wage-payment checks are fully guaranteed as to their payment by said Funds. The guarantee by said Funds shall not become effective for any contractors unless and until: (i) it issues and delivers to the Union a suitable and acceptable instrument guaranteeing all wage-payment checks; (ii) furnishes evidence of its right, power or authority to issue such guarantee; (iii) and furnishes proof of its financial stability to guarantee said wage-payment checks.

(c) A Notice, in the form annexed, under the hand and seal of the Administrator of said Funds, certifying that an Employer is a regularly contributing Employer to said Funds, shall suffice to qualify such Employer to issue wage-payment checks or electronic deposit.

(d) Effective the date of the said written Notice from said Funds and thereafter until terminated by the receipt of written Notice from said Funds, the certified Employer shall be qualified for the payment by-check guarantee program, and shall be allowed to pay all wages to all of his employees, represented by the Union, by check or electronic deposit.

(e) The guarantee shall apply in each case to payroll checks for not more than any two consecutive weeks. If any such check or checks are dishonored upon presentation for collection or electronic deposit due either to insufficient funds, or to intervening bankruptcy or other insolvency proceedings, or due to any other cause whatever, the employee or the Union shall notify the aforementioned guarantor by certified mail/RRR or electronic mail with read receipt or hand delivered notice. The said guarantor shall within three (3) days of the receipt of said notice or advice reimburse the employee by bank check to the extent of the loss sustained, not to exceed the face amount of such payroll check(s) or failed electronic deposit and bank charges, if any, in exchange for the delivery of such dishonored check(s) or evidence from the financial institution, to the satisfaction of the guarantor, of the failed electronic deposit and an appropriately executed assignment of his rights thereunder. In the event such check(s) are held by any person other than the employee-payee, by whom they were cashed before presentment to the banking institution for collection, the guarantor shall promptly reimburse such holder in exchange for the delivery of such dishonored check(s) and an appropriately executed assignment of the employee's rights thereunder. This Assignment, when approved as to form and substance by the Union, shall be supplied in each case by the guarantor at its expense.

(f) If any paycheck is dishonored for any cause upon presentment for collection or an electronic deposit is diverted or otherwise fails to appear in the employee's designated account, the right or privilege of the issuing Employer to pay by check

or electronic deposit thereafter shall forthwith cease and terminate notwithstanding the fact that a surety bond guarantees the payment thereof, or such dishonored check or electronic deposit was guaranteed by the "Mechanical Contracting Industry Council of New Jersey" (MCICNJ). It is further agreed that the Contractor or Employer will pay to the Employees on such designated paydays the full amount due to the said Employees at that time, except that the Contractor or Employer shall be permitted to withhold three days' pay which might be required for preparing payrolls. If the rates are not paid at the time required by this section, then the Employee shall receive double time for all time he is compelled to wait for his wages unless such delay is due to an act of God, such as flood, tornado, etc., which makes such payment on time impossible.

(g) Out of state Employers shall establish a payroll account in a local New Jersey bank.

6.3 All Employers contracting work outside the territorial jurisdiction covered by this Agreement shall pay to all journeymen or apprentices hired through the Referral Service of Local Union 274 the minimum rate of wages called for by the Local Union agreement in whose locality his work is situated unless said minimum rate is lower than that required under the terms of this Agreement in which case the minimum rate of wages required by this Agreement must be paid.

## ARTICLE VII FRINGE BENEFIT FUNDS

**7.1 Welfare Fund:** All Employers shall contribute to the "Welfare Fund" of Local Union No. 274 the sum \$21.46 per hr., \$32.19 per hr. for all time and one half overtime hours worked, and \$42.92 per hr. for all double time overtime hours worked covered by the Agreement, provided however, that for the term of this Agreement \$3.91 per hr. per each straight time hour, \$5.87 for each time and one half hour, and \$7.82 per hr. for each double time hourly contribution shall be allocated by the Welfare Fund Trustees to the cost of providing increased welfare benefits to retirees, the particular benefits to be determined by the Welfare Fund Trustees. For the term of this Agreement, from the Welfare Fund contribution, \$2.00 per each straight time hour, \$3.00 for each time and one half hour, and \$4.00 per hour for each double time hourly contribution shall be allocated by the Welfare Fund Trustees to an Unemployment Supplemental Fund. "The Unemployment Supplemental Fund may be used for unemployment benefits or such other welfare benefits as provided to eligible participants and their dependents under the Welfare Fund of Local Union No. 274." The Board of Trustees of the Fund then have the discretion to expand the benefits or eliminate the unemployment benefit to support the benefits under the existing Welfare Plan. The fund shall be governed by a Board of six (6) trustees, three (3) of whom shall be selected by the Association and three (3) selected by the Union.

**7.2 Pension Fund:** All Employers shall contribute to the "Pension Fund" of Local Union 274 the sum of \$9.23 per hr. \$13.85 per hr. for all time and one half overtime hours worked and \$18.46 per hr. for all double time overtime hours worked for the benefit of all eligible employees in the bargaining unit. This pension fund is to be in conformity with the terms of the Labor Management Relations Act of 1947, as amended with the requirements of the Director of Internal Revenue for approval as a tax exempt fund pursuant to the United States Internal Revenue Code and with the Employee Retirement Income Security Act of 1974. The fund shall be governed by a Board of Six (6) trustees, three (3) of whom shall be selected by the Association and three (3) to be selected by the Union, which Board shall have the authority to determine the method of collection of Employer contributions, the rules of eligibility for pension benefits and the regulations governing the operation of the fund. The fund shall be audited at least annually by a certified public accountant to be selected by the Board of Trustees.

**7.3 Annuity Fund:** All employers shall contribute to the "Annuity Fund" of Local Union No. 274 the sum of \$11.00 per hr., \$16.50 per hr. for all time and one-half overtime hours worked and \$22.00 per hr. for all double time overtime hours worked. The Annuity Fund shall be administered by a Board of Six (6) trustees, three (3) of whom shall be selected by the Union and three (3) selected by the Association. This Fund shall meet the requirements of the Director of Internal Revenue for approval as a tax exempt fund pursuant to the United States Internal Revenue Code.

**7.4 Vacation Fund:** All Employers shall pay to each of its employees in the bargaining unit a vacation allowance in the amount of three dollars (\$3.00) per hour and \$4.50 per hr. for all time and one half hours and \$6.00 per hr. for each double time hours.

**7.5 Industry Fund:** The Employers shall pay to the Industry Fund thirty-five cents (35¢) per hour, fifty-three cents (53¢) per time and one-half overtime hours worked and seventy cents (70¢) per double time overtime hours worked per hour for all overtime hours for each employee.

**7.6 Education Fund:** All Employers shall contribute \$1.53 per hour, \$2.30 per hour for all time and one half hours and \$3.06 per hour for each double time hour to the "Education Fund of Local Union 274" for all employees covered by this Agreement. The Fund, established to assist in financing apprentice and journeyman training programs, shall be administered by a Board of six (6) trustees, to be known as the "Education Committee", three (3) to be selected by the Association and three (3) to be selected by the Union, which board shall have the authority to determine the method of collection of employer contributions, their use and investment, determine the qualifications for applicants to

the training programs, the courses of study, work experience and such other powers as are provided in the Agreement and Declaration of Trust for the Fund. The Fund shall qualify as a tax exempt organization under the United States Internal Revenue Code; its programs shall be in conformity with the Labor Management Relations Act, and meet the requirements of the Bureau of Apprenticeship, United States Department of Labor and such other statutes, decrees, rules and regulations as are applicable.

#### **7.7 CHECK-OFF FOR MULTI PURPOSE FUND**

**7.7 A Union Representations and Warranties:** The Union represents and warrants to the Association and the Employers (a) that the United Association Local Union 274 Multi Purpose Fund has been procedurally adopted in conformity with the Constitution and By-Laws of the Union and that the Fund will be established, as part of the Union's assets, in a segregated accounting, in full conformity with applicable federal and state law; (b) that all Employee contributions will be used solely for purposes permitted under such laws and regulations; (c) that the Employee's check-off authorization (in the form annexed hereto as Exhibit B) shall be voluntarily given by the Employee without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law. The Union further warrants and represents that the assets of the Fund will not be used to conduct, promote or otherwise finance picketing of Employers signatory to this Agreement.

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

**7.7 C Employers Check-Off:** The sole responsibility of the Employer under this Article shall be as follows: (a) in reliance upon the warranties and indemnification of the Union, the Employer shall deduct the Employee contribution to the United Association Local Union No. 274 Multi Purpose Fund in the amount of \$.01 per hour from each hour's wages of the pay of each authorizing Employee and will remit the same to the Union weekly at the same time and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided 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 (Exhibit B) for the period of employment which has not been revoked by that Employee in accordance with its terms.

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

**7.9 Joint Apprenticeship Committee:** The parties have established a "Joint Apprenticeship Committee" comprised of three (3) members selected by the Union and three (3) members selected by the Association, to create and operate a training program in conformity with National standards agreed upon and published by the United Association and the Mechanical Contractors Association of America.

**7.10 Rules Governing Payment to Funds:** The Employer hereby agrees to be bound by the current Trust Agreements of the Welfare, Pension, and Annuity Funds and by the rules and regulations of the Education Committee.

Any Employer doing work in the area covered by this Agreement is required to make payments to the "Welfare Fund", "Pension Fund", "Education Fund", "Vacation Fund", "Industry Fund" and "Annuity Fund" at the end of each work week by transmitting such payments forthwith to the appropriate office of the Funds. The Union shall have the right to order a work stoppage if payments are not made promptly.

The Employer hereby agrees to permit an authorized representative of the respective Local Union's Fund to examine any and all of its books and records which said representatives of the Funds deem necessary to verify the accuracy of contributions required to be made by the Employer to the Funds. Failure to comply with any request to permit examination of books and records as hereinabove set forth, upon ten (10) days notice by the Funds to the Employer, shall constitute a breach of this Agreement and thereupon, the Union shall have the right to order a work stoppage, any term of this Agreement to the contrary notwithstanding.

All contributing Employers must use the reporting forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

All Employers covered by this Agreement who become delinquent in making payment to any or all of the Funds shall be liable for all audit fees, collection costs, interest from date of default and attorneys fees of 15%.

The Welfare, Pension and Annuity Funds shall continue to operate tax exempt organizations under the U.S. Internal Revenue Code and in accordance with the requirements of the Employee Retirement Security Act of 1974.

**7.11 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.

## BONDING PROVISIONS

There has been established a banking account to which fringe benefit payments are to be made known as "Pipefitters Distribution Fund, Local Union 274" 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.

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 274 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 . . . . . \$35,000.00
2. 6-10 . . . . . \$70,000.00
3. For each additional five employees or portion thereof, the bond principal shall be increased \$35,000.00.

B.) A check made payable to the order of Pipefitters Distribution Fund Local Union 274 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 Pipefitters Distribution Fund Local Union 274 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 (A), (B) or (C) shall be adjusted, as required, in order to reflect current employment for each such Employer.

Each Employer shall complete and deliver to the Funds Administrator weekly reports on the Administrator approved form, for each calendar month, on or before the 15th day of the following month, together with payment of Pipefitters Distribution Fund Local Union 274 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.

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.) Employers name, address, ID#;
- B.) Acknowledgement that the Administrator either has a signed collective bargaining agreement from that Employer or a copy of a signed Collective Bargaining Agent Authorization from that Employer to the Association;
- C.) Acknowledgement that the Administrator has in its possession one of the following:
  - (1) A surety bond as provided on Bonding Provision Paragraph 1 A,
  - (2) A certified check as provided on Bonding Provision Paragraph 1 B,or
  - (3) A certificate of deposit as provided on Bonding Provision Paragraph 1 C;
- 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.

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.

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.

**7.11 Employer Trustees on Jointly Administered Funds:** Employer Trustees on the jointly administered fringe benefit funds to be designated hereafter by the Association shall be comprised of Employer members of the Association working within the jurisdiction of the New Jersey State Pipe Trades and who are available to serve. The Executive Director of the Association may serve as one of the Employer Trustees. Employee Trustees shall be designated by the Union.

7.12 The Trustees of the Local Union 274 Pension and Welfare Funds are authorized to enter into reciprocal agreements with Trustees of other pension and welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The trustees shall determine the terms of such reciprocal agreements.

## **ARTICLE VIII INTERNATIONAL TRAINING FUND**

8.1 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 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.

8.2 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.

## **ARTICLE IX REPORTING PAY**

9.1 All journeymen and apprentices reporting for work and unable to start shall be paid for two (2) hours. The decision as to journeymen and apprentices being unable to work shall be made by the Employer or his authorized representative.

If journeymen and apprentices start work they shall be paid four (4) hours. If they continue work after the noon starting period, they shall be paid a full day's pay. Journeymen and apprentices who are paid under the conditions above shall remain on the job for the period of time for which they are paid.

9.2 All employees being called out on Saturday, Sunday or holiday shall be guaranteed eight (8) hours pay at the applicable overtime rate.

**ARTICLE X  
LAY-OFF**

10.1 When journeyman pipefitter's or apprentice's employment is terminated, he is to be paid in full by check. When a journeyman pipefitter or apprentice is laid off, he must be given at least two (2) hours notice.

10.2 Any journeyman pipefitter or apprentice starting a job and being laid-off on the same day, shall be entitled to a full day's pay (8 hours).

**ARTICLE XI  
SUPERVISION**

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

11.2 The General Foreman, Assistant General Foreman and Foreman shall be guaranteed a full five-day week for the duration of the job.

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

11.4 Any job where the anticipated work force will be approximately twenty (20) men or more, there shall be a pre-job conference at which time the General Foreman, Assistant General Foreman and Foreman shall be set up on the following basis: 1st man shall be General Foreman; there shall be a Foreman for every six (6) men; there shall be an Assistant General Foreman for each additional four (4) Foremen employed. The General Foreman, Assistant General Foreman and Foreman shall be paid the wages provided herein.

11.5 Every job will have a Foreman. This Foreman shall receive the wage rates provided for in Article VI, Section 6.1. after the first six (6) men are employed, there shall be an additional foreman for every six (6) men. Apprentices shall not count in the Foreman to Journeyman ratio. When a journeyman assumes the duties of General Foreman or Assistant General Foreman, he is expected to perform recognized duties incidental to his position, such as; laying out work and responsibility for its proper installation. A General Foreman, Assistant General Foreman, or Foreman shall perform the duties assigned by the Contractor as long as he does not replace a Journeyman in the workforce working with the tools.

11.6 All Employers not in the jurisdiction of Local 274 shall be entitled to hire a qualified journeyman pipefitter who may act as a working Foreman without any referral by the Union. The second employee shall be a journeyman referred by the Union. All Employers in the jurisdiction of Local 274 working out of the jurisdiction of Local 274 shall send a qualified journeyman pipefitter from the jurisdiction of Local 274 who may act as a Foreman.

11.7 When a Foreman, working for a Contractor from outside the jurisdiction of Local 274 and actively installing work on-site, a Local 274 Employee shall be referred to the job-site.

**ARTICLE XII  
APPRENTICES  
5 Year Program**

12.1 Five-year Apprentice Program:

The minimum wages for Apprentices enrolled in the Apprentice Training Program after May 1, 2010 shall be as follows:

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

All Apprentices shall receive Vacation, Annuity and Pension rate in ratio to Journeyman's Vacation, Annuity and Pension rate.

Apprentice Welfare, Education, and Industry Fund rates shall be the same as the Journeyman's Welfare, Education, and Industry funds.

12.2 There shall be one apprentice employed for each five (5) journeymen employed on the job.

12.3 Apprentices shall not lay out or finish work or work on pipefitting alone. He shall not be allowed to do such work without a journeyman pipefitter.

**ARTICLE XIII  
STEWARDS**

13.1 A steward shall be a journeyman pipefitter appointed by the Business Manager of Local Union 274 who shall, in addition to his work as a journeyman, be permitted to perform during working hours, such of his Union duties as cannot be performed at other times (it being understood and agreed that the steward's duties shall not include matters relating to referral, hiring and termination or disciplining of journeymen and apprentices).

13.2 The first journeyman on the job shall act as steward until a steward is appointed by the Business Manager. There shall be no termination of a steward without reason unless Business Manager or Agent is notified.

**ARTICLE XIV  
ACCEPTANCE OF MECHANICAL SYSTEMS**

14.1 All operations of mechanical systems of any kind whatsoever as stated in Article 14.2, for less than a seven consecutive day duration, shall be at time and one-half for all overtime hours. All operation of mechanical systems of any kind whatsoever, as stated in Article 14.2, for longer than a seven day duration: number of shifts shall be optional. All time from Monday at 8:00 A.M. to and including Saturday at 8:00 A.M. shall be at straight time. The first shift will be maintained by journeymen pipefitters working under the collective bargaining agreement on the site. Saturday, Sunday and Holidays falling on a weekend shall be paid at 1 1/2 times the regular rate of pay. All Mechanical equipment shall be turned off during unmanned shifts

14.2 It is recognized and agreed by both parties to this agreement that operation, maintenance and protection of all mechanical producing devices and systems (regardless of the type of fuel utilized) is and has traditionally been the work of pipefitters. The above mechanical devices and systems are included but not limited to salamander, portable or permanently affixed, oil or gasoline fired units or blowers, gas fired units of any size or description whether using city gas, propane or gas of any other type, high and low pressure steam systems, conventional or high temperature high pressure hot water systems including distribution systems, air conditioning and cooling systems in and between buildings or between adjacent plants or towns. The jurisdiction of the pipefitter runs concurrently with the entire life of the project. It is agreed that the utilization of the permanent mechanical systems, or any part thereof for the purpose of temporary heat or air conditioning and cooling shall not commence until that system or that part to be utilized is within the guarantee period. The union recognizes as one of its prime obligations in the operation of temporary heat, air conditioning or cooling the maintenance and protection of the equipment being used. When the HVAC Mechanical System has been completed, the owner may accept the systems included therein, by signing a letter to the employer with a copy to Local Union #274. In accepting these systems, the owner shall assume the responsibility for operation, maintenance, commencement of guarantee period and must perform the aforementioned with his own personnel. Any effort on the part of the owner to evade these responsibilities or to employ building trade mechanics other than pipefitters, shall negate the acceptance and jurisdiction thereof shall revert to the pipefitter. All disputes arising as to the intent of this section, shall be referred to the Joint Conference Committee.

**ARTICLE XV  
HOLIDAYS AND OVERTIME**

15.1A All Sundays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double time.

15.1B 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.

15.1C All hours worked on Saturday shall be paid for at the rate of time and one-half.

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

15.3 If a plant or jobsite closes down for a holiday not recognized by the Agreement (Art. 15.1), the Employer must give notice to his employees at least two weeks prior to the holiday, if the Employer has been notified of the holiday.

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

**ARTICLE XVI  
SAFETY**

16.1 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 thereunder. The Union shall cooperate fully with the Association and the Employers so that employees satisfactorily perform this obligation. A heated shanty will be provided if required; welding equipment shall be furnished

and maintained; hard hats and safety glasses shall be furnished and worn. In inclement weather boots and rain hats shall be provided. The above shall remain the property of the Employer.

16.2 An OSHA safety certification course will be sponsored mutually by the Union and the Association for all members of the Union.

**16.3 Substance Abuse:** 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 substance abuse testing, and further acknowledges that the Employer may also require applicants for employment and Employees to submit to 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 Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical Services (adopted by the Board of Directors of AOMA July 23, 1976 and AOMA Drug Screening in the workplace ethical guidelines (July 26, 1986). 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 Contractor, 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 as if the applicant had reported as "out of work" as of the date of his termination.

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 therefor 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 the date of his termination.

Failure of an Employer, and 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 Pipefitters Local Union No. 274 Welfare Fund at the time. The cost of such rehabilitation care and the obligation to pay the same shall solely be that of the Employee subject to the eligibility of such Employee for such benefits under the Union Welfare Fund.

The Union and the Employers recognize that in the operation of the substance abuse testing policy and procedures under Section 16.3 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, then 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 16.3, upon presentation of documented proof of such payment, the Employer may obtain reimbursement from the MCIC.

## **ARTICLE XVII TERMINATION OF EMPLOYEES**

17.1 Each Employer must submit to the Local Union a termination slip for each employee within one week after termination. These forms will be supplied by the Local Union for the Employer.

17.2 Employers failing to comply with Article 17.1 (Termination of Employee) will be subject to the grievance procedure outlined in Article XXI of this Agreement.

## **ARTICLE XVIII MISCELLANEOUS WORKING CONDITIONS**

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

- A. work gloves
- B. torpedo level
- C. 6'-0" folding ruler
- D. pliers

All other tools shall be furnished for the pipefitters and apprentices by the Employer. All Foremen, pipefitters and apprentices shall be held accountable for the care and custody of all tools and equipment furnished by the Employer. Continued neglect and disregard for accountability shall result in disciplinary action, as directed by the Joint Conference Committee.

18.2 All employers shall pay all fares and expenses outside of the jurisdictional limits at the rate to conform to the then applicable I.R.S. allowance.

18.3 Employers shall not be allowed to handle the tools.

18.4 Where a pipe threading or other power machines are used on the job, said machines must be operated by a pipefitter journeyman or apprentice.

18.5 All pipe may, at the option of the Employer, be fabricated on the job or in a shop within the territorial jurisdiction of Local Union 274 by employees who are covered by this Agreement, receiving the Building Trades rate of pay and working under conditions set forth in this Agreement. It is understood that the contractor, or a representative of the contractor, shall notify the Local Union of his intention to perform shop fabrication. It is further agreed that when two (2) or more men are assigned to shop fabrication duties, one shall be a steward appointed by the Business Manager of Local Union 274. Records of such work shall be furnished to the shop steward and the Union.

18.5(b) A travel stipend for fabrication work performed outside of Local 274 shall be paid at the rate of \$25.00 per day.

18.6 Any Employer who does not live up to this Agreement shall be declared unfair by this Local Union 274.

18.7 Employers are to provide necessary scaffolding and guard rails for the protection of journeymen pipefitters and apprentices.

18.8 In the course of construction, one in every five (5) journeymen employed must be fifty (50) years of age or over.

18.9 All Employers whether they are prime or sub-contractors, must comply with the State Workmen's Compensation Act, also the Federal Social Security Act, and the New Jersey State Unemployment and Disability Act.

18.10 In the entire administration of this Agreement, there shall be no discrimination on account of Union membership or nonmembership, race, creed, color, sex, marital status or national origin. Whenever the masculine gender is referred to in this Agreement, it shall be deemed to mean both the masculine and feminine gender.

18.11 Overtime shall be divided equally among all employed workers where practical on that job. If additional men are required for overtime on a particular job the Employer may bring additional employees working under Local Union No. 274's Collective Bargaining Agreement from his other jobs or he may request additional men from the Hiring Hall

of Local Union No. 274, but he must first offer the overtime to his employees who were assigned to and are presently working on that job.

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

18.13 There will be one (1) "coffee break" between eight (8:00) a.m. and ten (10:00) a.m. This break will be permitted in the work station area; however, there will be no formal stoppage as a result thereof. This break will not exceed ten (10) minutes. In the case of shift work the Coffee break will be within the first two (2) hours of the commencement of the shift.

18.14 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 ten (10) minutes.

18.15 Welding Test Failures:

Any welder possessing a United Association Welding Certification or National Certified Pipe Welding Bureau (NCPWB) Certification who fails two consecutive welding qualification tests at jobsites shall be required to be re-certified prior to his next job referral from the hiring hall as a Welder

## **ARTICLE XIX TRADELINE JURISDICTION**

19.1 All equipment connected with power and heating plants and process piping and all fixtures and equipment pertaining to refrigeration must be handled by pipefitters and apprentices.

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

19.3 The work of the pipefitter includes the handling, placing, erection and maintenance of all heating, cooling and air conditioning equipment regardless of the source of energy. This equipment shall include, but is not limited to, convectors, strip heaters, unit heaters, classroom unit ventilators, window A.C. units, etc.

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

1. All piping for plumbing, water, waste, floor drains, drain gates, supply leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters, and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches 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 pipefitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose, racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping and all piping used in connection with ship building and shipyards.
17. All power plant piping of every description.
18. That handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers and erection of the same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erection 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, refrigeration, 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.
25. The setting and erecting of all underfeed 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 collection 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, whether by water, steam, gas or chemical, fire alarm piping 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, 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 for refining, manufacturing, industrial and shipping purposes of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction work.
40. The laying out 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 pipefitting industry. 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, whether manually or by **Robotics, GPS Technology** used in connection, with the Pipefitting Industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered, and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipefitting industry.
44. All methods of stress relieving of all pipe joints made by every mode or method.
45. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
46. The assembling and erecting of tanks used for mechanical manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen.
49. All piping for cataracts, cascades, i.e., artificial water falls, make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial or for any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shape.
- 50 (a): The rigging, leveling and setting of all fixtures, boilers assembled, compressors and any other equipment used in connection with the piping or pipefitting industry. The rigging, placing of hangers necessary to support same
51. The hoisting, rigging, placing of hanger, necessary to support same. The handling of all fixtures, boilers assembled, and cast iron tanks, pumps, compressors and any other equipment and as demonstrated by custom, any other work as fits within the trade-line jurisdiction of the United Association.
- 52: Installation of all pipe whether in the ground or above the ground used for drainage, waste, water lines, including industrial waste and acids and other usage including deliverance of solids and liquids.
- 53: The installation, repair and maintenance of all hydraulic heating and/or cooling units energized.
- 54: It is mutually agreed that the operation, maintenance, repair and protection of all tools and Equipment used by the journeymen is the work of the United Association. It is the intention that the journeymen shall have complete control of their own equipment. The equipment referred to in this section shall include, but not limited to, welding machines and accessories, regardless of the source of power, pipe threading and cut-off machines, winches, hoists, A-frames, still-leg derricks, cherry-pickers, back hoes, front end loaders, forklifts, ditch winches, hydraulic and aerial platforms, winch trucks, job trucks, homelite generators, pumps, electric drills, transit levels, laser beams, where in connection with performing of United Association Pipe Work.
- 55: All backing, regardless of material, for bathroom fixtures and accessories, heating accessories shall be installed by journeymen.
- 56: When lifting devices are required in conjunction with the work of employees in this unit, a rigging crew of such employees shall be assigned by the Employer to man the rig. The size of the crew shall be determined by agreement between the Employer and the Business Manager or Agents of the Union.
- 57: Geothermal Systems
- 58: Radon Piping Systems
- 59: Fire stopping of uninsulated pipe for fixture penetration sleeves
- 60: Vapor recovery systems of every description
61. All piping and equipment related to green technology included but not limited to fuel cells, hydrogen, bio-fuels, natural gas, used in connection with the Pipefitting Industry.

19.5 The Employer shall assign to the employees in the bargaining agreement that work defined in this article subject however to the United Association approved Trade Line agreements.

## ARTICLE XX HIRING PROCEDURES

**20.1 Qualified Craftsmen:** Employers shall only employ qualified journeymen pipefitters. Journeymen pipefitters shall be qualified for employment who have had at least five (5) years actual practical working experience at the pipefitting trade as a journeyman or apprentice in the building and construction industry, and who either:

(1) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or the State Division of Apprenticeship Standards.

(2) Have had previous employment as a journeyman pipefitter with an employer signatory to this agreement and whose services have proved satisfactory; or

(3) Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman pipefitter. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee hereinafter established under this agreement.

**20.2 Exclusive Hiring:** Employers shall hire qualified journeymen pipefitters by calling the Union. Whenever an Employer requires a journeyman pipefitter on any job, he shall notify the Local Union Office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required. In the event the Local Union is unable to supply sufficient qualified and competent journeymen, the Employer may request the United Association to furnish such additional employees as it requires and the United Association agrees to notify its local unions of the availability of work and request the local unions to refer journeymen to the Employer. If, upon request, the Local Union or the United Association is unable within forty-eight (48) hours to supply journeymen, including journeymen with special skills, the Employer may secure journeymen from any other source.

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

An applicant who has had five (5) years actual practical working experience at the pipefitting trade but who has not passed any competency tests as to his skill or competency shall be accepted for registration but shall not be dispatched until he passes an examination given by the Examining Board of Local Union No. 274.

**20.4 Referral of Men:** Upon the request of an Employer for pipefitters, the Union shall immediately refer competent and qualified registrants to that Employer in sufficient number required by the Employer, in the manner and under the conditions specified in this agreement, from the separate appropriate out-of-work lists on a first-in-first-out basis; that is the first man registered shall be the first man referred except that:

(1) (a) Requests by Employers for key men to act as Supervisors, General Foremen, Assistant General Foremen shall be honored without regard to the requested man's place on the out-of-work list.

(b) A request for a Local 274 pipefitter who has successfully completed the MCICNJ foreman training program to work as a Foreman shall be honored by the Union.

(c) 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.

(2) Requests by Employers for particular pipefitters previously employed by the Employer and who have been laid-off or terminated by the Employer **9 months** previous to the request shall be given preference of rehire and shall be dispatched to that Employer, regardless of the applicant's position on the out-of-work list. Working days will mean Monday to Friday including any holiday coming within that period of time.

(3) Bona fide requests by Employers for pipefitters with special skills, abilities, and safety certifications (listed in 20.4A) will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such a decision of the dispatch agent in referring registrants is appealable to the Joint Conference Committee as hereinafter provided.

The lists required by Article XX, 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 1 hereof and who have worked as Journeymen and/or Apprentices for any Employer or Employers in the collective bargaining unit for at least 1200 hours each year for a period of five (5) consecutive years.

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 Pipefitter and who registers for hiring in accordance with the terms of the Agreement.

**20.4A Safety Certifications:** Hazwoper Certification, Hazmat Certification, Confined Space Certification, Hazcom Certification, and OSHA Approved Safety Certification. Requests for pipefitters with safety certifications shall be made in writing to the Union by the Employer.

**20.5 Non-Discriminatory Referral:** The Union and the Employers agree that the referral of journeymen pipefitters shall be on the following basis:

(1) Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by race, creed, color, sex, marital status or national origin, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligations of union membership, policies or requirements.

(2) The Employer retains the right to reject any job applicant referred by the Union.

(3) The Union and the Employers shall post in places where notices to all employees and applicants for employment are customarily placed, all provisions relating to the functioning of the hiring provisions of this Agreement.

**20.6 Joint Hiring Committee:** The parties to this Agreement shall create a Joint Hiring Committee composed of three (3) Employer representatives selected by the Association and three (3) employee representatives selected by the Union for the following purposes:

(1) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

(2) Properly post the rules and regulations, together with the provisions of this Agreement, as set out in Section 20.5 at the Union dispatch office, at the Employer's office and at the job site.

(3) To hear and determine any and all disputes 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 registrant shall have a right to appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Committee.

(4) To conduct written examinations for qualifying journeymen in accordance with the provisions of this Agreement. All examinations given by the Examining Board of Local Union No. 274 shall be fair, impartial and in keeping with the present standards of competency and skill possessed by journeymen in the industry.

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

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

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

**20.8** The above hiring procedures have been established in order to comply with the Mountain Pacific Doctrine enunciated by the National Labor Relations Board. In the event any Board or Court decision or administrative ruling renders any of the provisions of this Article illegal, said provision shall automatically be eliminated and the Association and the Union shall meet within thirty (30) days to negotiate a substitute provision if required.

## **ARTICLE XXI JOINT CONFERENCE COMMITTEE**

**21.1** 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 other trades.

**21.2** For the purpose of carrying out the provisions of the preceding paragraph, the Association and the Union agree

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

21.3 The parties to this Agreement shall create a Joint Conference Committee composed of three (3) Employer representatives selected by the Association and three (3) employee representatives appointed by the Union. Employer representatives on the Joint Conference Committee to be designated hereafter by the Association, shall be comprised of Employer members of the Association, who have their principal office located within the jurisdiction of Local Union 274.

## **ARTICLE XXII**

### **SERVICE AND MAINTENANCE CONTRACT**

22.1 A Whenever an Employer is requested to bid or is given a contract under Article XXII he must notify the Business Manager or Business Agent of Local Union No. 274 before starting this job. If the scope of work, in the opinion of the Representative of Local Union No. 274, which the Employer has contracted to perform is other than what is called for in Article XXII, then this dispute shall be referred to the Joint Conference Committee immediately. The Conference committee shall meet within three (3) days of notification to resolve this dispute. Notification shall mean by written or verbal notice.

22.1 B 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.

22.2 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.

22.3 "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.

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

22.5 "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.

22.6 "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.

22.7 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) hrs. at the regular straight-time hourly rate plus 10%. The third shift shall work seven (7) hours and receive eight (8) hrs. at 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.

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

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

22.10 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 work day

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.

22.11 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 shift work period.

22.12 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.

22.13 The total work force shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

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

22.15 All provisions of the Collective Bargaining Agreement to which this Schedule is appended shall be applicable, except as herein expressly modified.

22.16 Any employee called back after the regular hours shall be guaranteed four (4) hours work at time and one half.

### **ARTICLE XXIII CHECK-OFF OF WORKING ASSESSMENT**

23.1 **Union Representations and Warranties:** The Union represents and warrants to the Association and the Employers (a) that the working assessment in the sum of 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 XX 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 (in the form annexed hereto as Exhibit A) 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.

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

23.3 **Employer Check-Off:** 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 3% of gross wages from the pay of each authorizing employee and remit the same to the Union weekly at the same time and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this agreement. (b) As to each authorizing Employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form (Exhibit A) for the period of employment which has not been revoked by that Employee in accordance with its terms.

### **ARTICLE XXIV CHECK-OFF FOR UNION POLITICAL ACTION COMMITTEE FUND**

24.1 **Union Representations and Warranties:** The Union represents and warrants to the Association and the Employers (a) that the United Association Local Union 274 Political Action Committee will be established in full conformity with applicable federal and state law; (b) that all Employee contributions will be used solely for purposes permitted under such laws and regulations; (c) that the Employee's check-off authorization (in the form annexed hereto as Exhibit B) shall be voluntarily given by the Employee without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law.

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

24.3 **Employer Check-Off:** The sole responsibility of the Employer under this Article shall be as follows: (a) In reliance upon the warranties and indemnifications of the Union, the Employer shall deduct the voluntary Employee contribution to the United Association Local No. 274 Political Action Committee in the amount of \$.20 per hour, \$.30

per hour for each time and one half hour worked, and \$.40 per hour for each double time worked, from the pay of each authorizing Employee and will remit the same to the Union weekly at the same time and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this agreement. (b) As to each authorizing Employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form (Exhibit B) for the period of employment which has not been revoked by that Employee in accordance with its terms.

#### **ARTICLE XXV SUBCONTRACTING**

25.1 The Employer will not subcontract any bargaining unit work to be performed at the jobsite unless the Employer to whom the work is subcontracted is a signatory to this Agreement.

#### **ARTICLE XXVI MISCELLANEOUS**

26.1 In order to expand the Market Recovery Funding Plan of Pipefitters Local 274, the Business Manager shall have the authority to propose changes to the Collective Bargaining Agreement regarding wages, hours and other terms and conditions of employment for a specific job to be targeted, The proposed changes will be provided in writing to the MCANJ in advance of any project bid for review and approval. Upon receipt of written approval from the MCANJ, the Local shall incorporate the agreed to changes to the Collective Bargaining Agreement for that specific job in a Job Targeting Notice under the Market Recovery Funding Plan. The Job Targeting Notice shall be provided to the MCANJ at least 48 hours prior to any project bid opening. If timely received, the MCANJ shall distribute the Job Targeting Notice to all industry contractors for which it has bargaining authority.

26.2 The Employer shall supply the materials to certify their members of Local 274 to install and silver solder any medical gas piping 2" and above. Local 274 Education Department will host and process the certification of the Local 274 Member. The Employer will provide the Local 274 member of their choice and the physical material such as pipe, fittings and brazing wire. Local 274 will provide the gas, torches, Certified Welding Inspector and weld shop to qualify the member.

#### **ARTICLE XXVII TERMINATION AND RE-OPENER AS TO WAGES AND TERM**

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

## **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. 274 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. 274 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. 274.

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

John Wende  
Local Union No. 274 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 day and year first above written by its proper officers.

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

- Phillip J. Petillo, Jr., Executive Director
- David Strobino
- Kevin Armistead
- Martin Drobny
- Nicholas Sapnar
- Rick Tomaiko
- Robert B. Snyder, Jr.
- Allen A. Owens
- Sal Fichera
- Robert Durr, Jr.

**LOCAL UNION NO. 274 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO.**

- Ed Driscoll, Business Manager
- Danny Fanuel
- Jason Moreno
- Chet Rozmus
- John T Irwin
- Tim Curran
- Donald Byrne
- James Lutz
- Nigel Domer
- Mark Zaremba

"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 & Canada, AFL-CIO."

**INDEPENDENT EMPLOYER**

**COMPANY**

NAME \_\_\_\_\_

By \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TEL. NO. \_\_\_\_\_.

DATE \_\_\_\_\_

**BUSINESS MANAGER LOCAL 274**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_.

**SCHEDULE A  
RESIDENTIAL WORK  
ARTICLE I  
SCOPE OF AGREEMENT**

Section 1.1 Heating and Air Conditioning and site work in a single family residence, single family residential development, or a single family residential development under one roof, (condominium, townhouse, etc.) not exceeding four (4) stories in height, regardless of fixtures or cost; all utility work in garden type apartment buildings or developments which do not exceed four (4) stories in height, regardless of amount of dwelling units; other jobs of a certain nature may be covered by this Agreement by mutual agreement between the Union and the Association.

**SUPPLEMENTAL RESIDENTIAL AGREEMENT  
ARTICLE II  
RECOGNITION AND REFERRAL**

Section 2.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all its employees performing any work covered by this Agreement. The employer agrees to grant the maximum Union membership permissible under applicable law. When requested, the Union agrees to supply the employer with qualified journeymen and trainees to the extent of its ability. Any employers as a condition of a continued employment, shall become and remain a member in good standing 30 days after the date of employment or 30 days after the date or effective date of this Agreement which ever is latest.

The employer will not employ or discharge any employee without consulting the Business Representative.

The employer shall notify the Union immediately on receiving a contract for work on a project, of the site of the job and the necessary particulars pertaining to the job and any such work not awarded to the employer. When any employer signatory to this Agreement is performing installation of residential Heating and Air Conditioning and site work which comes under this Agreement, the employer agrees to call the Business Manager of the Union for employees.

Section 2.1 (a) It is further understood that any employee shall be required to join the above Union after a period of thirty (30) calendar days from the date of employment or be immediately discharged. A thirty (30) day extension will be allowed for those exceptional cases where the company and the Union agree that it is justified. Union membership will be in the speculative housing branch of Local Union No. 274.

Section 2.1 (b) Assessments are to be collected by the "Check-Off" System in the amount of 3% of the gross earnings according to Article XXII of the Master Agreement. In view of this, the contractor employer agrees that on each day of every week the Assessment owed to the Union by each employee covered by this contract shall be deducted from the pay of the employees of the contractor and turned over to the Secretary Treasurer or some duly authorized representative of the Union; and the company also agrees, after four (4) weeks of employment, to deduct from the pay of each employee and to pay over to the Union as aforesaid any unpaid initiation fee of said Union. Any assignments required by law to be executed by the employees during the term of this contract with collection of initiation fees or assessments shall be obtained by the Union.

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

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

Section 2.4 If the Union is unable, after seventy two (72) hours, to furnish the employer with sufficient employees as requested, the employer is at liberty to obtain employees elsewhere. Such employees obtained elsewhere shall be employed under the terms of this Agreement and shall be registered with the Union before going to work.

Section 2.5 All Union Security Provisions shall be as stipulated in Article XV of this Agreement.

Section 2.6 All Contractors signatory to this Agreement performing work outside of territorial jurisdiction of the Union shall obtain 100 percent of his employees from the Union unless the UA Local Union in whose territorial jurisdiction the job is being performed has a Residential Housing Agreement in which case 50% of the work force shall come from such UA Local Union.

**ARTICLE III  
JOURNEYMAN QUALIFICATIONS**

Section 3.1 A residential heating and air-conditioning Journeyman must be a skilled craftsman of the Trade, and have a minimum of at least five (5) years actual practical working experience in the Plumbing and Pipefitting Industry. He may be required to pass a satisfactory examination as to his special skills. He shall be allowed to perform all of the work coming under this Agreement.

**ARTICLE IV  
CLASSIFICATION**

Section 4.1 For the purpose of this Agreement there shall be established a category of Trainee in order to meet the competition in performing the work as defined in this Agreement.

Section 4.2 As a condition of employment all Trainees shall attend training classes as assigned and they shall be under the supervision of the Local Union No. 274 Joint Journeyman Apprenticeship Committee until such time as their training is satisfactorily completed which will be by the Employer contribution at the rate of .03 per hour (see Article XII).

Section 4.3 There shall be two (2) types of manpower supplied under the terms of this Agreement, Journeyman and Trainee. At no time shall the Employer have in his employ more Trainees than Journeymen, unless mutually agreed to by the contractor and Union.

**ARTICLE V  
DUTIES**

Section 5.1 The Journeymen and Trainees for work as defined can be used for all pipefitting, excavating, sewer and water, distribution pipe laying, equipment operating and any and all work needed to be performed in order to make complete a job coming under the scope of this Agreement.

**ARTICLE VI  
SUPERVISION**

Section 6.1 The Employer, in his discretion, may designate a Foreman to be paid at the Foreman rate of pay. A Foreman shall be allowed to work with tools.

**ARTICLE VII  
HOURS**

Section 7.1 Eight hours shall constitute a day's work: 8:00 A.M. to 12:00 noon and 12:30 P.M. to 4:30 P.M. unless other starting time is mutually agreed to by the contractor and Union. All overtime work on new construction in excess of eight hours and Saturdays shall be paid at a wage rate of 1 1/2 times the straight time wage rate & Sunday double time at the straight time wage rate. Five (5) days, Monday through Friday, inclusive shall constitute a week's work on all jobs. However, if work is held up due to weather or some unavoidable delay, then employee may work on Saturday at straight time to make up and complete the forty hour week. If work is performed on Sunday after forty hour make-up Sunday rate will be time and a half.

**Residential Work**

Section 7.1 A Contractors required to start before normal start time of 8:00 AM, but to work only a normal 8 hour day, must request and have permission of a Local 274 Business Agent in the jurisdiction of the job.

7:00 AM starts must be of an emergency nature or job condition that warrants the Mechanical Contractor to start before 8:00 AM. If in the opinion of the Local 274 Business Agent the request of the Mechanical Contractor is reasonable, a 7:00 AM start may be granted. All hours before and after the agreed starting and quitting time will be paid at 1 1/2 times the straight time rate, Saturday included .

All hours on Sunday and holidays worked will be at double the straight time rate.

Section 7.2 All service and maintenance overtime work shall be paid 1 1/2 times the straight time wage, including Saturdays, Sundays and Holidays.

Section 7.3 No work will be performed on Labor Day except for emergency purposes and then all hours worked shall be paid double the straight time wage rate.

**ARTICLE VIII  
NO STRIKE OR LOCKOUT**

Section 8.1 During the term of this Agreement the Union agrees with each employer that there will be no strike of any kind, boycott, picketing, work stoppage, slowdown or any type of interference, coercive or otherwise, with the employer's business or jobs; provided however that the Union specifically reserves the right to strike, picket and refuse to refer employees to any Employer who is delinquent in making full, timely payments of wages or fringe benefits hereunder. Such right shall be in addition to any available remedy to effect collection of any such delinquent wages or fringe benefits.

**ARTICLE IX  
SHOP STEWARD**

Section 9.1 Should the Union deem it necessary, it shall have the right to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement. The Steward shall be a working Journeyman. The Steward will be appointed by the Business Manager of the Union. The Steward shall report job problems to the Business Agent who shall have sole authority to deal with the problem.

**ARTICLE X  
FABRICATION**

Section 10.1 Shop Fabrication may be done under this Agreement provided that employees represented by the Union perform this work.

**ARTICLE XI  
WAGES AND FRINGE  
BENEFITS CONTRIBUTIONS**

Section 11.1 Minimum Wage Rates:

Foreman: All foremen shall receive a minimum of \$2.00 per hour over the Journeyman's hourly rate.

Journeyman: The straight time hourly rate is \$34.05 per hour commencing on the day this Agreement is signed and continuing until April 30, 2029.

Trainee: Hourly pay shall be based on a percentage of the Journeyman hourly rate of pay covered by this Agreement.

1st	year	40%
2nd	year	50%
3rd	year	65%
4th	year	80%
5th	year	90%

On all prevailing rate jobs you must pay the rate that is set by Federal, State, EDA, and HUD jobs at the time contract is signed.

Section 11.1 (a) Wages shall be paid each employee on Friday of each week before quitting time, in cash (or check if the reliability of the Employer is found satisfactory by the Business Representative) in names of the employer and the employee, the hours worked and the amount of money enclosed.

Section 11.1 (b) Employees presently receiving better wages, working conditions, etc., than those provided for within the Agreement, shall not be reduced but shall continue to receive such benefits during the life of this Agreement.

**Pension**

For each hour or portion thereof, for which an employee received pay, the Employer shall make a contribution of \$.75 to the Plumbers & Pipefitters National Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable).

**Education**

All Employers shall contribute ten cents (.10) per hour for all hours worked to the "Education Fund of Local Union No. 274" for all employees covered by this Agreement. The Fund, established to assist in financing Apprentice and Journeyman training programs, shall be administered by a Board of six (6) Trustees, to be known as the "Education Committee", three (3) to be selected by the Association and three (3) to be selected by the Union, which Board shall have authority to determine the method of collection of employer contributions, their use and investment, determine the qualifications for applicants to the training programs, the courses of study, work experience and such other powers as are provided in the Agreement and Declaration of Trust for the Fund. The Fund shall qualify as a tax exempt organization under the United States Internal Revenue Code; its programs shall be in conformity with the Labor

Management Relations Act, and meet the requirements of the Bureau of Apprenticeship, United States Department of Labor and such other statutes, decrees, rules and regulations as are applicable.

#### **Welfare**

The employer will provide a N.J. Blue Cross/ Blue Shield plan or equal for all employees covered by this Agreement.

#### **Insurance**

The EMPLOYER agrees that he will voluntarily elect to become a "Covered Employer" under the provisions of New Jersey Unemployment Compensation and the New Jersey Cash Disability Compensation Law, and will comply with all of the provisions thereof, irrespective of the number of employees employed by him or the duration of such employment. The EMPLOYER further agrees to carry New Jersey "Workmen's Compensation Insurance." On demand, he shall submit due proof to the UNION that he has all the aforesaid coverages. The EMPLOYER agrees to abide by all of the New Jersey State Safety Laws relating to Construction.

### **ARTICLE XII GRIEVANCE AND ARBITRATION**

Section 12.1 All Grievance and Arbitration Procedures shall be as stipulated in the Master Agreement between the Mechanical Contractors Association and the United Association Local Union No. 274.

### **ARTICLE XIII COMPLIANCE**

Section 13.1 All Employers by executing this Agreement shall be bound to the Master Agreement by and between Local Union No. 274 and the Association.

Section 13.1 (a) SEPARABILITY AND COMPLIANCE WITH LAWS

- (a) Nothing in this Agreement is intended to be in conflict with any applicable Federal or applicable State Legislation now in effect or which may become effective during the life of this Agreement.
- (b) In the event there is a violation of any law then such law shall supersede this Agreement and shall govern in lieu of this Agreement.
- (c) Each Article and each sub-division of each article herein contained shall be deemed separable, and in the event such Article or sub-division thereof is void because it is in violation of any law, it shall not be deemed to void the remainder of this Agreement, but shall continue in full force and effect. The law shall merely be substituted for the Agreement that is in violation of same.

### **ARTICLE XIV HOLIDAYS**

Section 14.1 The following Holidays, if worked shall be paid for at the applicable rate set forth in the Agreement: New Year's Day, Christmas, Thanksgiving, Memorial Day, Armistice Day, Presidential Election Day, Independence Day and Labor Day.

### **ARTICLE XV UNION SECURITY**

Section 15.1 All employees, members of the Union, now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All employees covered by this Agreement hereinafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment, or the date of the Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those states permitting Union security.)

In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. Where the Union requests the discharge of an employee pursuant to this Section, the Union shall, if requested, provide information sustaining that an employee has failed to comply with the membership requirements of this section.

Section 15.2 Whenever and to the extent that Article XV of this Agreement establishing Union membership as a condition of employment is or becomes inapplicable by reason of the law of any state, all journeymen and apprentices now in the employ of the Employer or hereinafter by the Employer shall have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall cause or attempt to cause discrimination against any journeyman or apprentice as regards such matters.

Should an employee choose not to become or remain a member of the Union, he shall, as a condition of continued employment, pay to the Union as support to and compensation of the Union in exchange for representation by the Union an amount of money equal to that paid by other employees who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues and its general and uniform assessments. All employees, members of the Union, now in the employ of the Employer, shall commence such payments the day following the date of their withdrawal from the Union and shall continue such payments during the term of the Agreement. All employees, hereinafter employed by the Employer, shall commence such payments on the earliest date provided by applicable Federal Law for requiring Union membership after employment or the date of the Agreement, whichever is later, and shall continue such payments during this Agreement.

Section 15.3 Either party of this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed by giving the other party Thirty days written notice.

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

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

- 1. a) Commencing with the first day of May, 2007, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

CLASSIFICATION	AMOUNT	EFFECTIVE DATE
Journeyman	\$1.50 per hour	5/1/07
Apprentice		
40%, 50%, 65%, 80%, 90% ___per hour of Journeyman		5/1/07
Foreman	\$1.50 per hour	5/1/07
Other specify		

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

- b) The Employer shall make the contributions set out in subparagraph 1 (a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
  - c) Contributions set out in subparagraph 1 (a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
  - d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in Accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is April 30, 2029. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

**FOR LOCAL UNION NO. 274, UNITED ASSOCIATION**

BY: Michael Stiles, Business Manager  
(Authorized Union Officer)

**FOR THE EMPLOYER\***

Mechanical Contractors Association of New Jersey, Inc.  
211 Mountain Avenue, P.O. Box 390, Springfield, NJ 07081-0390

BY: Martin J. Drobny  
MCA Executive Director

Date: May 1, 2025

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

**ARTICLE XVI  
DURATION, TERMINATION AND  
RENEWAL OF AGREEMENT**

Section 16.1 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 either party 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.

## **MEMORANDUM OF AGREEMENT**

All Contractors working under Local 274 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.

**205 Jefferson Road**  
**Parsippany, N.J.**  
**07054 - 2827**  
Tel. 201-943-4700

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**Affiliated with A.F.L. - C.I.O.**  
**State Building Trades**  
**State Federation of Labor**  
**State Association of**  
**Plumbers and Steamfitters**