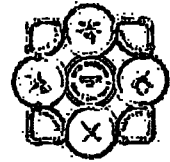
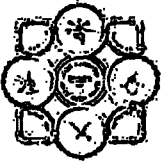


PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 9

CENTRAL NEW JERSEY AFL-CIO

2 Iron Ore Road at Route 33, Englishtown, NJ 07726
Telephone: (732) 792-0999 • Fax: (732) 792-1999
Website: www.ualocal9.org



BUSINESS MANAGER

Michael K. Maloney
Secretary-Treasurer

BUSINESS AGENTS

Charles F. Whalen III, *Assistant Business Manager*
Nicholas M. Oberto John E. Hoey, Jr.
Robert A. Dill Michael A. Tranberg
Orlando R. Candelori, *Air Conditioning Division*

ORGANIZERS

Dean Feasel
William K. Graybush

March 29, 2016

Federal Election Commission
Office of Complaints Examination
And Legal Administration
Ms. Donna Rawls Paralegal
999 E Street, NW
Washington, DC 20436

Certified No: 7099 3400 0009 9212 0250

MUR # 7028

Dear Ms. Rawls:

As per our conversation on Tuesday March 29, 2016 regarding local 9 member Rupert Baptiste enclosed you will find in chronological order Local 9's records of Mr. Baptiste. In your packet dated March 24, 2016 included a letter dated September 16, 2014 from Mr. Baptiste addressed to me that he was requesting a refunds from Local 9's Political Action Committee (PAC) and Industry Advancement Fund (IAF). It should be noted that Local 9 never received that letter and I would swear under oath to that. This letter was not certified as you can tell. Since his transfer from another union (Local 488) in 1997 and Local 9 started keeping records in his file as included lawsuits, grievances, complaints, member in good standing letters etc. One can only "speculate" through out the years Mr. Baptiste has what appear to be financial issues. I cannot prove that nor is it any of our business unless Local 9 has been brought into several legal and personal issues, which has been the case through out the years. Local 9 also wants to be crystal clear that any member who has opted out of their voluntary contributions to the aforementioned funds in writing to the local were reimbursed. I have told Mr. Baptiste this on several occasions and he indicated that he understood this but apparently he did not. I have also enclosed Local 9 CBA for your convenience.

Sincerely yours,

Michael Maloney
Business Manager, Financial Secretary

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OFFICE OF GENERAL

Collective Bargaining Agreement

Between



**LOCAL UNION NO. 9 OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING INDUSTRY OF
THE UNITED STATES AND CANADA, AFL-CIO**

and

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

July 1, 2013 to June 30, 2016

Agreement

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the Mechanical Contractors Association of New Jersey, Inc. (hereinafter the "Association") for and on behalf of all mechanical contractors who, in writing, have authorized the Association to serve as their Collective Bargaining Agent (hereinafter referred to as ("Employers")), and Local Union 9 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter the "Union").

ARTICLE I

LENGTH AND PURPOSE OF AGREEMENT

Section 1.1 This Agreement made this 1st day of July, 2013, shall be effective from July 1, 2013, to June 30, 2016.

Section 1.2 The purpose of this agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

ARTICLE II

GEOGRAPHIC JURISDICTION

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the local union by the United Association:

The Mid-Jersey Area consisting of all of Middlesex County, Monmouth County, Mercer County and portions of Burlington, Hunterdon, Ocean and Somerset Counties, as that jurisdiction is delineated on "Schedule A" annexed hereto.

ARTICLE III

ECONOMIC PACKAGE

Section 3.1 JOURNEYMEN

	Effective 7/1/13 - 06/30/14
Wages per hour, including Personal Fund	\$43.43
Welfare Fund contribution per hour	15.31
Pension Fund contribution per hour	9.85
Education Fund contribution per hour	1.25
Industry Fund contribution per hour	.30
International Training Fund contribution per hour	.10
Surety Fund contribution per hour	6.69
Total package cost per hour	<u>\$77.28</u>

Effective July 1, 2014 the total package per hour shall be increased to \$79.23. Prior to June 1, 2014, the Union shall determine the allocation amongst wages and the several fringe benefit funds of the \$1.95 per hour increase agreed upon.

Effective July 1, 2015 the total package per hour shall be increased to \$81.18. Prior to June 1, 2015, the Union shall determine the allocation amongst wages and the several fringe benefit funds of the \$1.95 per hour increase agreed upon.

Section 3.2a APPRENTICES

Wages and Fringe Benefit Contributions to all Apprentices enrolled in the program prior to July 1, 2010 shall be paid at the following rates:

First Year	45% of Journeyman Wage and Fringe Contribution Rates
Second Year	50% of Journeyman Wage and Fringe Contribution Rates
Third Year	60% of Journeyman Wage and Fringe Contribution Rates
Fourth Year	70% of Journeyman Wage and Fringe Contribution Rates
Fifth Year	80% of Journeyman Wage and Fringe Contribution Rates

except for Welfare Fund contributions which shall be in the some dollar amounts as for Journeymen.

Section 3.2b APPRENTICES

Wages and Fringe Benefit Contributions to all Apprentices enrolled on the program after July 1, 2010 shall be paid at the following rates:

First Year	35% of Journeyman Wage and Fringe Contribution Rates
Second Year	45% of Journeyman Wage and Fringe Contribution Rates
Third Year	55% of Journeyman Wage and Fringe Contribution Rates
Fourth Year	65% of Journeyman Wage and Fringe Contribution Rates
Fifth Year	75% of Journeyman Wage and Fringe Contribution Rates

except for Welfare Fund contributions which shall be in the some dollar amounts as for Journeymen.

Section 3.2c Local 9 recognizes that a Plumbing license is needed only up to 3 feet outside of the building. Local 9 will establish a wage rate for utility work, which will include sanitary, storm and potable water only. This work will be for prevailing wage sites, whether it is federal or state only, unless the Business Manager grants permission to institute this policy on a job-to-job basis only. It will not include pharmaceutical, refineries, sewer, water treatment or chemical plants. For the aforementioned work, Local 9's full benefits will be paid to the individual, and the hourly wage will be established by the prevailing wage for that type of utility work. Example of wages base upon 2013: Prevailing wages for the aforementioned work is \$61.23 Local 9 wages would be \$33.85 in fringes and \$27.38 in hourly rate.

Section 3.3 HOLIDAYS AND OVERTIME

3.3(a) All time worked before and after the established work day of eight (8) hours -Monday through Friday and all work on Saturday shall be paid for at the rate of time and one-half (1.5X) the total economic package cost per hour. All time worked on Sunday or holidays, as listed in Section 23.6 (a), shall be paid at double (2X) the total economic package cost per hour.

3.3(b) All holidays falling on a Sunday are observed on Monday. Any work performed on that Monday will be paid at the rate of double (2x) the total economic package cost per hour. Any work performed on a Holiday that falls on a Saturday shall be paid at the rate of double time (2X) on the total economic package cost per hour

3.3(b-1) All Sundays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double time.

ARTICLE IV RECOGNITION

Section 4.1 The Association and the Employers hereby recognize the Union as the sole and exclusive bargaining agent for all of their employees performing any work covered by this Agreement and employed by the Employer in the geographical territory of the Union as defined in Article II (hereinafter "Employees"). Employees represented by the Union shall perform all plumbing and pipefitting work or services of the Employer as defined in Article VII, in whole or in part, to the exclusion of all other employees. Excluded from the bargaining unit as Employees shall be all persons who own and control any mechanical contracting business or who are executive officers of any corporation engaged in the mechanical contracting business and all persons who are not fully competent and qualified to perform the work or services or any portion thereof defined in Article VII.

Section 4.2 The Union and the Employees hereby recognize the Association as the sole and exclusive bargaining agent for all of its Employer members and for those non-member mechanical contractors that have furnished the Association with Collective Bargaining Authorizations as to plumbing and pipefitting work to be performed in the geographical jurisdiction of the Union.

Section 4.3 The Employer and the Union agree there shall be no discrimination against any employee because of race, color, religion, sex, national origin, disability or for other reasons prohibited by applicable Federal or state law

ARTICLE V UNION SECURITY

Section 5.1 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 they have 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 substantiating that an employee has failed to comply with the membership requirements of this section.

employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 10.2 The Union shall be the sole and exclusive source of referral of applicants for employment and shall maintain and operate at its sole expense the hiring hall and complete records thereof.

Section 10.3 The Employer shall have the right to reject on a non-discriminatory basis any applicant for employment.

Section 10.4 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 10.5 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority group for which they qualify.

Group I All applicants for employment who have five or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman's examination given by Local Union No. 9 or its predecessors, or who have been certified as a Journeyman by a Joint Apprenticeship and Training Committee of Local 9 or its aforesaid predecessor Local Union; and who have been employed for a period of at least four years in the last five years in the trade by any one or more Employer parties to a collective bargaining agreement with Local Union No. 9 within the geographical area aforesaid. (Employment for one year shall mean employment for at least 1280 hours in that calendar year.)

Group II All applicants for employment who have five or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; who have passed a Journeyman's examination given by a duly constituted Local Union of the U. A. or have been certified as a Journeyman by a Joint Apprenticeship and Training Committee of a Local Union of the U. A., other than Local Union No. 9 or its predecessor Local Unions; and who have been employed for a period of at least four years in the last five years in the trade by any one or more Employer parties to a collective bargaining agreement with Local Union No. 9 within the geographical area aforesaid. (Employment for one year shall mean employment for at least 1280 hours in that calendar year.)

Group III All applicants for employment who have five or more years experience in the trade; and who have passed a Journeyman's examination given by a duly constituted Local Union of the U. A. or who have been certified as a Journeyman by a Joint Apprenticeship and Training Committee of a Local Union of the U. A.

Group IV All applicants for employment who have two or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the trade.

Group V All applicants for employment who have worked at the trade for more than one year.

Section 10.6 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."

Section 10.7 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees," and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 10.8 "Normal construction labor market" is defined to mean the mid-Jersey area consisting of all of Middlesex County, Monmouth County, Mercer County, and portions of Burlington, Hunterdon, Ocean and Somerset Counties as set forth in Schedule A annexed hereto plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured. The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

Section 10.9 "Resident" means a person who has maintained their permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as their permanent home.

Section 10.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the effective date of the procedure set forth herein, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Local Union of the U. A. Examinations for Journeymen given by Local Union No. 9 shall take place once every six months. Any person failing the examination on their second attempt shall be required to wait one year before being permitted to take another examination. An applicant shall be eligible for examination if they have five years experience in the trade.

Section 10.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 10.12 Employers shall advise the Business Manager or Agent of the Day of the Local Union by phone or fax (preferably phone) of the number of applicants needed and the location of the work to be performed. The

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Business Manager shall make referrals by first referring applicants in Group I in the order of their place on the "Out of Work List." Thereafter, applicants shall be referred in the same manner successively from the "Out of Work List" in Group II, then Group III, then Group IV and then Group V. Any applicant who is rejected by the Employer shall be returned to their appropriate place within their Group and shall be referred to other employment in accordance with the position of their Group and their place within the Group:

Section 10.13 The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities (such as, but not limited to, Valve Repair, Instrumentation and controls Level 1 & 2, Asbestos Removal, Contaminated Soil, Black Seal, Gold Seal, Machinist (Pipe Preparation) Certified Tank Specialist, Air Conditioning and Refrigeration Technicians (Start-Up, etc.), Certified Welder, Orbital Welder, Medical Gas Installer or Brazer, Backflow Tester) in their request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities. Welders who have been certified by the Employer may, upon request, return to that Employer as a welder providing it takes place within a twenty four (24) month period from their termination. All applicants shall provide the dispatcher with verification of their special skill or have a record of employment with a special skill. When an Employer requests, in writing, journeymen with any of the following Safety certifications, individuals possessing such certifications will be referred for hire in the order in which their names appear on the out-of-work list: Hazwoper Certification, Hazmat Certification, Confined Space Certification, Hazcom Certification, and OSHA Approved Safety Certification.

(b) When the Employer, in order to obtain a key employee to act as a supervisor, general foreman or foreman, requests the referral of a particular individual for these positions, the Business Manager shall honor such requests provided the individual concerned has been recently employed (within the 24 months immediately preceding the request) by the Employer making the request and the individual requested is registered on the "Out of Work List." After the first foreman, all other foreman, assistant general foremen and general foremen on any job shall be selected from journeymen in the employ of the Employer having been referred by the Union - or see 10.13c. (below)

(c) Requests by contractors for key men to act as supervisors, foreman, or general foreman shall be honored without regard to the requested person's place on the Out of Work List, provided that the individual has been on the Out of Work List for a minimum of 10 working days. However, this provision (10 days) may be waived by mutual consent of the Business Manager and the MCA of NJ. It is also understood that if either party does not consent, the waiver of 10 days is null and void.

(d) Requests by employers for particular journeymen who have been previously employed by the employer for a period of more than fifteen (15) working days and who has been laid off or terminated by the employer within one year previous to the request, shall be given preference of rehire, for any job, and shall be dispatched to the employer regardless of the applicants position on the Out Of Work List.

Section 10.14 Employers shall have the right to transfer referred Journeymen in their employ from job to job, within the Local 9 area after giving 24 hours notice of this intent. When five (5) or more employees are required, one (1) of the first five (5) employees shall come from out of the work list. Reasonable consideration will be given to seniority and priority groups as defined within this referral procedure. Such consideration need not be given for the transfer of employees in Group I who have been in the employ of the Employer for a period of at least twenty (20) continuous calendar days prior to transfer.

Section 10.15 In addition to its other duties set forth in other parts of this Agreement, it shall be the function of the Joint Conference Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of this Article. Such complaints must be filed in writing with the Joint Conference Committee within 20 days from the date of the action complained of. The Joint Conference Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Joint Conference Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement. The making, amendment, modification or repeal of hiring hall rules shall be vested with the Joint Conference Committee. The administration of such rules by the Union shall be subject to appeal by the Joint Conference Committee. In making, applying, amending, modifying or repealing hiring hall rules, the Joint Conference Committee shall provide reasonable rules, which shall not discriminate because of membership or non-membership in the Union. Such rules shall not be inconsistent with this Agreement and shall not discriminate because of membership or non-membership in the Union, or on account of race, age, creed, color, sex, marital status, or national origin.

Section 10.16 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 10.17 A copy of the Referral Procedure set forth in this Agreement and any hiring hall rules adopted by the Union shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 10.18 The Union shall refer an apprentice to an Employer who regularly employs one or more journeymen when so requested. The Union shall refer and the Employer shall hire an apprentice for every four journeymen in his employ. Terms and conditions of such employment shall be as provided in the Joint Apprenticeship Training Program and in this Agreement.

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Section 10.19 It is agreed that, should any portion of this Article be found to be in violation of the National Labor Relations Act, as amended by a Court or Administrative Agency of competent jurisdiction, then that portion will be deleted automatically, and the parties shall confer and agree upon substitute language which will not be in violation thereof. It is further agreed that should the said Act at any time be amended, this Agreement will be amended by the parties so as to provide the most complete Union security and Union hiring hall practices permitted by the Act.

ARTICLE XI WAGES

Section 11.1 The straight time hourly wage rate or pay per hour under this Agreement commencing the 1st day of July, 2013 continuing until the 30th day of June, 2016 shall be as set forth in Article III of this Agreement.

Section 11.2 Apprentices shall serve a term of apprenticeship as stipulated in their contract with the Apprenticeship Committee. The hourly wage rate for apprentices shall be as provided in Article III, Section 3.2 of this Agreement.

Section 11.3 Contributions to fringe benefit funds shall be made on behalf of all new apprentices starting from the first day of employment.

Section 11.4 It is the intent and purpose of this section that fringe benefit contributions on behalf of key employees shall be paid to the fringe funds of their home local unions and there shall not be double payment of fringe benefit contributions to the funds of the home local and the funds of the local in whose jurisdiction the key employee is employed. When an Employer subject to this Agreement, whose principal place of business is within the geographical jurisdiction of this Agreement, sends a key employee represented by the Union to a job outside the area covered by this Agreement, the employee shall be paid the total economic package of the local union in whose jurisdiction they are working or of the Union party to this Agreement, whichever is higher. The fringe benefit contributions for such a key employee shall be those specified in the Agreement of their home local union and shall be paid on behalf of such key employee by the Employer to the fringe benefit funds set forth in the agreement of their home local union.

ARTICLE XII HOURS OF WORK, OVERTIME, HOLIDAYS AND SHIFT WORK

Section 12.1 Eight (8) hours shall constitute a day's work, 7:00 A.M. to 12 Noon, 12:30 P.M. to 3:30 P.M., provided, however, an Employer, by mutual consent with the Business Manager of the Union, may institute a flexible work day on any job or jobs between the hours of 6:00 and 8:00 A.M. and 4:30 P.M. On shift operations, starting and quitting time may be changed by mutual agreement provided, however, that the half-hour non-paid lunch period shall begin four (4) hours after commencement of the shift. When a Journeyman is required to report to the shop, they shall not report more than 15 minutes prior to the designated starting time. A regular workweek is considered Monday through Friday. A second shift can be established with the appropriate shift rate differential without the customary first shift provided that the second shift's starting time is 1:00 PM or beyond.

When special circumstances exist and the Business Manager has been notified, in writing, that a job specification or general conditions state that a first shift cannot be worked, a flexible workday may be instituted utilizing the appropriate shift rates established in Article XII.

Section 12.2 Overtime wage rates shall be as provided in Article III, Section 3.3 of this Agreement.

Section 12.3 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) times the regular straight time rate plus a 25% shift differential on the total economic package cost per hour. Work in excess of eight (8) hours per shift shall be paid at overtime rates. If three shifts are worked, the third shift shall work seven and one-half (7 1/2) hours and receive eight (8) times the regular straight time rate plus a 30% shift differential on the total economic package cost per hour. The starting hours of shifts may be agreed upon differing from the standard work day in Section 12.1

In addition to the foregoing, when in the discretion of the Business Manager of the Union special circumstances warrant, a project which is to continue for a period of not less than five (5) consecutive work days may be placed on shift work on the following terms: the first shift shall work eight (8) hours at the regular straight time rate; the second shift shall work seven and one-half (7 1/2) hours and receive eight (8) times the regular straight time rate plus 10% shift differential on the total economic package cost per hour. the third shift shall work seven and one-half (7 1/2) hours and receive eight (8) times the regular straight time hourly rate plus 15% shift differential on the total economic package cost per hour. When in the discretion of the Business Manager of the union, special circumstances warrant, the five (5)

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consecutive workday provisions of this section may be waived.

Section 12.4 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, Veterans Day, Presidential Election Day, Independence Day, Labor Day and President's Day. In the event one of the aforesaid Holidays falls on a Sunday the following Monday shall be designated the Holiday.

Section 12.5 Shift work to be performed for maintenance and shut down work required to keep any plant operational and for residential work, is set forth in Schedules D & E. As used in this Article, the following terms shall be the meanings indicated:

(a) "Maintenance" — Any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property, or other locations related directly thereto.

(b) "Repair" — Work required to restore existing facilities to efficient operating condition by the replacement of parts.

(c) "Renovation" — Work required to improve and/or restore existing facilities to efficient operating condition by replacement or by revamping the same or parts thereof.

(d) "Existing Facilities" — A constructed unit already completed. The term shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

(e) In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Article, the matter shall be referred for decision to the Joint Conference Committee.

Section 12.6 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) hour shifts, Monday through Thursday, at the straight time rate also shall be available when mandated by a Construction Owner, General Contractor, or Construction Manager in job specifications or general conditions.

By mutual agreement, time lost 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. Any hours worked beyond the ten (10) hour shift shall be paid at the applicable overtime rate. All hours worked beyond the forty (40) hour workweek shall be paid at the applicable overtime rate.

When an employee is required to work beyond ten (10) hours, they shall be entitled to a thirty (30) minute paid meal period in accordance with Article XXIII, Section 23.5.

Any job utilizing the four day, ten (10) hour shift may, with the consent of the Business Manager, have a second shift at the appropriate shift rate in Section 12.3 provided it runs a minimum of 4 days, Monday through Thursday. The following Monday will constitute the fifth day.

ARTICLE XIII

PAYDAY, ACCOUNTABILITY AND TERMINATION

Section 13.1 All employees represented by the Union shall be paid all wages due them once a week, on the job or in the shop, not later than 3:30 P.M. on the day of the week agreed upon as payday between the Contractor and Union, which day shall be in the work week which starts Monday at 7:00 A.M. and ends Friday at 3:30 P.M., except, however, if any Employer elects to pay such wages by checks they shall, before issuing any such checks, on Wednesday whenever possible, 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 | \$15,000 |
| (ii) | 7 through 12 employees | \$25,000 |
| (iii) | 13 through 24 employees | \$50,000 |
| (iv) | 25 through 36 employees | \$75,000 |
| (v) | 37 through 48 employees | \$100,000 |

\$25,000 for each 12 additional employees or portion thereof, or

(b) furnish satisfactory and acceptable proof to the Union

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

(2) that all of their 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: it issues and delivers to the Union a suitable and acceptable instrument guaranteeing all wage-payment checks; furnishes evidence of its right, power or authority to issue such guarantee; 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.

(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 their employees, represented by the Union, by check.

(e) The guarantee shall apply in each case payroll checks for not more than any two consecutive weeks. If any such check or checks are dishonored upon presentation for collection 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 telegram, mail, or delivered notice. The said guarantor shall within three (3) days of the receipt of said notice or advice reimburse the employee in cash or by certified check to the extent of the loss sustained, not to exceed the face amount of such payroll check or checks and bank charges, if any, in exchange for the delivery of such dishonored check or checks and an appropriately executed assignment of their rights thereunder. In the event such check or checks 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 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, the right or privilege of the issuing Employer to pay by check thereafter shall forthwith cease and terminate notwithstanding the fact that a surety bond guarantees the payment thereof, or such dishonored check was guaranteed by said Funds. 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 they are compelled to wait for their wages unless such delay is due to an act of God, such as flood, tornado, etc., which makes such payment on time impossible.

(g) Any employee not paid at such time as required in Section 13.1 shall report to the Business Manager and shall not resume work until directed to by the Business Manager.

(h) When a bank holiday falls on payday, the preceding day will be payday.

(i) All Employers shall provide arrangements for payroll checks to be cashed in local area banks.

Section 13.2 Each employee shall be given a separate check stub or prepared slip showing the information required by law.

Section 13.3 The Employer will notify the employee, or the employee will notify the Employer, two (2) hours in advance of their intention to terminate their employment.

Section 13.4 The employee will account for all tools, issued properties and materials in their possession belonging to the Employer upon termination of employment.

Section 13.5 When employees voluntarily quit an Employer, the employees shall be paid all wages due them no later than the following regular payday.

ARTICLE XIV SUPERVISION

Section 14.1 Every Employer whose principal place of business is outside the jurisdiction of the Union shall have the right to bring a regularly employed foreman into the jurisdiction, which foreman shall be included in the foreman journeyman ratios in Section 14.4. Note: It should be understood that "regularly employed" does not mean a recently hired employee. It is also understood that the Employer may have only one foreman per job site contract that is not a member of Local 9.

Section 14.2 Every employer whose principal place of business is inside the jurisdiction of Local Union 9 shall use Local 9 journeymen as a Foreman unless the Business Manager has been notified in writing prior to the appointment of the Foreman by the Employer.

Section 14.3 When said Foreman (mentioned in 14.1) comes on the job, the Hiring Hall Dispatcher shall be forthwith requested to refer one journeyman to the job to work with said Foreman.

Section 14.4 All Employers shall designate an additional Foreman on the following basis: No foreman shall be allowed to handle more than eight (8) employees. When nine (9) to forty (40) Journeymen are employed, an Assistant General Foreman is designated. No Assistant General Foreman shall handle more than five (5) foremen. When forty (40) Journeymen are employed, a General Foreman is designated. Thereafter, for every additional Assistant General Foreman (over five), the General Foreman shall receive an additional ten (10¢) cents per hour (over the General Foreman's Rate).

EXPLANATION OF FOREMAN

<u>Journeyman</u>	<u>Foreman</u>	<u>Ass't. Gen. Foreman</u>	<u>General Foreman</u>
1 to 8	1 at 7% over Journeyman Rate	- - - - -	- - - - -
9 to 16	1 at 7% over Journeyman Rate	1 at 9% over Journeyman Rate	- - - - -
17 to 40	1 Foreman for every (1-8) Journeyman	1 Ass't. General Foreman every (1-5) gangs	- - - - -
41 and up	1 Foreman for every (1-8) Journeyman	1 Ass't. General Foreman every (1-5) gangs For each Ass't. General Foreman	1 General Foreman at 14% over Journeyman rate General Foreman rate increase \$.10 per hour

On any job, apprentices, hired shall not be included in the foreman journeyman ratios.

Section 14.5 In any composite crew, one journeyman covered, contemplated or defined by the Agreement will be designated as a Foreman.

Section 14.6 To maintain the proper pay differential to offer incentive to employees to accept such positions and to adequately compensate them for their ability and responsibility, the Contractors agree that they shall pay the following:

(a) Foreman — Handling up to eight (8) employees total, shall receive a minimum of 7% over the Journeyman's prevailing hourly rate.

(b) Assistant General Foreman—Shall receive a minimum of 9% over the Journeyman's prevailing hourly rate.

(c) General Foreman—Shall receive a minimum of 14% over the Journeyman's prevailing hourly rate. Thereafter, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional ten (10¢) cents per hour (over the General Foreman's Rate).

Section 14.7 The General Foreman, Assistant General Foreman, Foreman and Shop-Foreman who report to work at the regular starting time shall be guaranteed eight hours pay that day. It is understood that the aforementioned personnel will be paid holidays (also see Section 23.6) that are not worked, with the exception that if the holiday falls on a Saturday no compensation will be paid at the rate of straight time plus fringes as listed in this Agreement. If the holidays are worked, double time (2x) plus fringes shall be paid.

Section 14.8 General Foremen and Assistant General Foremen will not handle a gang, only foremen under them, after 18 employees.

Section 14.9 A Foreman will be permitted to run one job at a time.

Section 14.10 Foremen and General Foremen and Assistant General Foremen will be selected from employees in the bargaining unit. After the first foreman, all other foremen, assistant general foremen and general foremen shall be selected from Journeymen on the job or members of the Local Jurisdiction.

Section 14.11 When a journeyman assumes the duties of General Foreman, Assistant General Foreman, or Foreman, they are expected to perform recognized duties incidental to their position, such as laying out work and responsibility for its proper installation.

Section 14.12 When ten (10) or more welders are employed on any job, the Employer shall designate a welding foreman who shall receive all pay benefits of a foreman. The welding foreman's duties shall be defined by the Employer.

ARTICLE XV PERSONAL FUND

Section 15.1 Each Employee in the Bargaining Unit shall participate in the "Personal Fund" program sponsored by the Union by completing and filing with the Union a form authorizing their Employer to deduct the sum of \$1.30 per hour from each hour's wage by that Employee and to pay the amount so deducted to a banking institution designated by the Employee and to be deposited in a savings account in their name for their sole credit and use. All Fringe Benefits shall be determined on hours paid for all shift work premiums, including maintenance work.

Section 15.2 The Union shall supply a true copy of that authorization to the Employer when the Employee is referred for employment and shall keep and maintain the originals in a file designated for that purpose and available during regular business hours for inspection and copying by the Employee, if they require the same to establish compliance with N.J.S.A. 34 :11-4.4 or other applicable law.

Section 15.3 The Employer, upon receipt of the authorization form shall deduct the \$1.30 per hour amount from the employee's NET PAY. The Personal Fund deduction shall be deemed part of the gross wages.

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Section 15.4 This voluntary savings plan was formulated and is exclusively governed and controlled by the employees in the bargaining unit who agree to participate by executing a wage deduction Authorization. It is neither a pooled vacation plan, nor a pooled savings plan in that the specific amount deducted from the net wages earned by each employee is transmitted for and credited to their account. The Union and the Association are without right, as they hereby agree, to exercise any control whatever as to the depository of the savings account, over the administration of the monies or of this Plan, or over the withdrawal or other disposition of the said Employee's funds. Those rights are expressly reserved by the Employee-participants. However, the consent of all Employers is required to make the authorized deductions, the consent of the Union is required to police the foregoing provisions and the consent of both are required to include the foregoing provisions in their collective bargaining agreement.

**ARTICLE XVI
WELFARE FUND**

Section 16.1 Each Employer shall pay to the Plumbers and Pipefitters Local 9 Welfare Fund the sum of \$15.31 per hour for each hour worked, and \$30.62 for each double time hour worked and \$22.97 for each time and one-half hour worked by and for all employees covered by this Agreement. All Fringe Benefits shall be determined on hours paid for all shift work premiums, including maintenance work.

**ARTICLE XVII
PENSION FUND**

Section 17.1 Each Employer covered by this Agreement shall pay to the Pension Fund the sum of \$9.85 per hour for each straight time hour worked, and \$19.70 per hour for each double-time hour worked, and \$14.78 per hour for each time and one-half hour worked, by and for all employees covered by this Agreement. All Fringe Benefits shall be determined on hours paid for all shift work premiums, including maintenance work.

**ARTICLE XVIII
SURETY FUND**

Section 18.1 Each Employer covered by this Agreement shall pay to the Surety Fund the sum of \$6.69 per hour for each straight time hour worked, and \$13.38 per hour for each double-time hour worked, and \$10.04 per hour for each time and one-half hour worked, by and for all employees covered by this Agreement. All Fringe Benefits shall be determined on hours paid for all shift work premiums, including maintenance work.

**ARTICLE XIX
EDUCATION FUND**

Section 19.1 (a) Every Employer covered by this Agreement shall pay to the Plumbers and Pipefitters Local 9 Education Fund the sum of \$1.25 per hour for each hour worked, and \$2.50 per hour for each double-time hour worked and \$1.88 per hour for each time and one-half hour worked by all Employees covered by this Agreement.

(b) Payments received by this fund shall be used for the purpose of conducting training programs for journeymen, apprentices and any other category of employees covered by this Agreement and for the hiring and employment of training coordinators and instructors who are to conduct such programs, all as more particularly provided in the Trust Agreement for this fund. All Fringe Benefits shall be determined on hours paid for all shift work premiums, including maintenance work.

**ARTICLE XX
INDUSTRY FUND**

Section 20.1 Each Employer covered by this Agreement shall pay to the Mechanical Contracting Industry Council of New Jersey, Inc. the sum of \$.30 per hour for each hour worked and \$.60 per hour for each double-time hour worked and \$.45 per hour for each time and one-half hour worked by all Employees particularly provided in the Trust Agreement for this fund. All Fringe Benefits shall be determined on hours paid for all shift work premiums, including maintenance work.

20.2 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.

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**ARTICLE XXI
INTERNATIONAL TRAINING FUND**

Section 21.1 Each Employer covered by this Agreement 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 National Contractors Association for the purpose of developing the skills of journeymen and apprentices in the plumbing and pipefitting industry.

**ARTICLE XXII
BONDING PROVISIONS**

Section 22.1 There has been established a banking account to which fringe benefit payments are to be made known as "Plumbers and Pipefitters Distribution Fund, Local Union 9" 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 Business Manager of Local 9 who shall forward 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, Surety, Welfare and Education Funds of United Association Local 9 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. 1-3 employees	\$12,000.00
2. 4-5 employees	\$24,000.00
3. 6-10 employees	\$36,000.00

For each additional five employees or portion thereof, the bond principal shall be increased \$18,000.00

(b) A check made payable to the order of Plumbers and Pipefitters Distribution Fund Local Union 9 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 Plumbers and Pipefitters Distribution Fund Local Union 9 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 a monthly report on the Administrator approved form, for each calendar month, on or before the 15th day of the following month, together with payment to the Plumbers and Pipefitters Distribution Fund Local Union 9 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.

Section 22.2 The Fund Administrator engaged by the Trustees of the several Fringe Benefit Funds, for each month, shall submit by the fifteenth day of the following month to the Union and the Trustees of the Funds a report of employer contributions for that month. The report shall include at least the following information as to each Employer who had Bargaining Unit Employees in its employ that month:

- (a) Employer's name, address, ID#;
- (b) Acknowledgement that the Administrator either has a signed collective bargaining agreement from that Employer or a copy of 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 page (a),
 - (2) A certified check as provided on page (b), or

(3) A certificate of deposit as provided on page (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.

Section 22.3 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. The Union also may require the Employees of the said Employer to register on the Out of Work List. Upon a resolution of the delinquency, the Employees shall be returned to the Employer's workforce, if requested by the 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.

(c) Reports and payments made after the thirtieth (30) day of the month due, shall include an additional one and one-half percent (1 1/2 %) of the gross payment to each Fund for each month thereafter during which they remain unpaid and all cost of collection, including reasonable attorney's fees. This additional payment shall constitute a late charge for failure to file reports and make payments on time and shall also constitute liquidated damages for all losses and expenses arising out of such violations. The one and one-half percent (1 1/2 %) late fee is due and payable at the same time and late remittances are forwarded to the Administrator's office. Failure to comply with the provisions and requirements of this Article related to the payments of the Funds shall be considered as and shall constitute a violation of this Agreement, and the Union may withdraw the employees from the employment of the defaulting Employer if they fail to meet or comply with any of the provisions set forth in this Article.

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.

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

ARTICLE XXIII

WORK RULES AND MISCELLANEOUS PROVISIONS

Section 23.1 The following working rules are applicable to all work covered by this Agreement:

(a) The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that, in the selection of such foremen, the Employer will give primary consideration to the qualified employees available in the Local area. The General Foreman or Foreman selected for the job shall take orders from the Contractor or their representative.

(b) There shall be no limit on production by employees, nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restriction on efficient use of employees other than as may be required by safety regulations, provided, however, legitimate staffing practices that are a part of national or local agreements shall be followed.

(c) The tools and equipment supplied by the Employer shall be considered as in the custody of the Employee

who will protect and secure these tools to the best of their ability in such a manner as to prevent loss, theft, and damage.

(d) Employees shall be available for work at the starting time and shall remain at their place of work performing their assigned functions and shall be given sufficient time to gather up tools and be ready to leave the job at quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages. The Union and the Employer agree that late starts and early quits will not be tolerated.

(e) Practices not a part of the terms and conditions of collective bargaining agreements will not be recognized.

(f) Slowdowns, stand-by crews and featherbedding practices will not be tolerated.

(g) Possession and/or use of alcoholic beverages on the job will not be tolerated.

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

(i) The Business Manager or their successor shall select or designate, from time to time if necessary, a Journeyman as a Steward on each job and in each shop after one or more employees is or are employed therein. A Steward shall continue and remain in the employ of the individual Employer in question for the duration of the job or until not more than one other employee is left on the job or in the shop. A Shop Steward employed on a job of forty (40) or more employees will be guaranteed eight (8) hours pay.

(i.1) Notwithstanding any previous custom, precedent or conduct, the authority of such Steward, under this Agreement, is expressly and specifically limited to the preservation of the work jurisdiction of the Union, the protection of its interests hereunder and coordinate safety.

(i.2) In the event any additional authority is granted to a Steward by the Union's Agent, the Employer shall not be bound thereby unless and until they receive a written certificate signed by the Union's Agent, or the persons designated in Article XXII above under the seal of the Union specifically setting forth the additional authority granted.

(i.3) It is agreed between the parties that the duties of Steward, or Job Steward, as outlined above, are incidental to their regular employment.

(i.4) There shall be no termination of a Steward without reason unless Business Manager or Agent is notified prior to the termination during the workday as described in Article 12.1.

(j) There shall be no illegal strikes, work stoppages or lockouts.

(k) It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

Section 23.2(a) An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, and an employee who reports for work, and for whom work is available shall receive not less than four (4) hours pay, except, however, when weather conditions make it impossible for the employee to continue to work, they shall be paid for the hours worked, rounded out to the next succeeding hour to eliminate fractions, but shall never receive less than two hours pay. Other exceptions shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of their own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 23.2(b) When a journeyman or apprentice is terminated, they shall be paid in full.

Section 23.2(c) 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.

Section 23.2(d) Employers failing to comply with Section 23.2(c) (Termination of Employee) will be subject to the grievance procedure outlined in Article IX of the Agreement.

Section 23.3 If weather conditions require and the contractor determines that work should continue, the Contractor shall provide foul weather gear, complete with pullover boots and/or shelters. Employees put to work under these circumstances shall be entitled to a minimum of four (4) hours pay. If such weather conditions persist and the employees are retained on the job after 12:30, they shall be paid the appropriate hours of pay that would be required to complete the designated shift left in the day, depending upon the starting time, to make an even 8-hour day. All tools and foul weather gear are to be American Made whenever possible. Any employee who leaves their work or their job voluntarily shall be paid for the number of hours actually worked.

Section 23.4 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life, and safety of an employee, in such cases employees will be compensated only for the actual time worked.

Section 23.5 An employee required to work overtime shall be given sufficient time to have a meal every six (6) hours after lunch as defined in Section 12.1. This meal shall be eaten on Employer's time.

Section 23.6 — Premium Pay

(a) Overtime, whether its Double (2x) or Time and one half (1.5x) shall be paid at double (2x) or Time and one half (1.5x) the total economic package cost per hour for work performed (a) outside of regular scheduled work day, and (b) for work performed on Saturdays, Sundays and the following paid holidays when worked, to wit: New Year's

Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day and Christmas Day. If any of the foregoing holidays fall on a Sunday, the following day shall be considered and deemed the regular holiday. It is also understood that a General Foreman, Assistant General Foreman, Foreman and Shop Foreman will be paid 8 hours pay, including fringe benefits, for the aforementioned holidays not worked with the exception that if the holiday falls on a Saturday no compensation will be paid. If the holidays are worked, double (2x) the total economic package cost per hour, time plus fringes shall be paid

(b) In an emergency, any person called back after their regular working hours shall receive appropriate premium time (double (2x) or time and one half (1.5x) from the time they are called to the time they return to their residence. This will not apply to scheduled shut-downs or jobbing.

(c) All employees who report for work on any Saturday, Sunday or holiday, pursuant to the order, call, request or schedule of any Employer, and for whom no work is provided, for any cause or reason, shall receive two (2) hours of pay at applicable overtime, excluding maintenance contracts and jobbing.

(d) All employees who, at the direction of the Employer, report to work on any Saturday, Sunday, holiday, or weekday after normal working hours and commence work shall be guaranteed and be paid for four (4) hours of work at appropriate premium rate for new work and maintenance.

(e) All overtime hours will be rounded out to the next half-hour.

Section 23.7 — Travel Pay

When an employee is required to work beyond the geographical jurisdiction of Local Union No. 9, they shall receive from the Employer, once they leave the territorial boundary lines, in addition to their wages total economic package (This includes benefits), (a) all expenses incurred for traveling, room, board and incidentals, and (b) straight time pay for time consumed in traveling.

Section 23.8 — Temporary Heating & Cooling

(a) Temporary Heating and/or Cooling shall be defined as the operation and maintenance of any heating and/or cooling systems and their component parts however energized, including, but not limited to gas and/or oil fired, unit heaters, pressure reduction valves, refrigeration systems, humidifiers, dehumidifiers and dehydrating systems. The purpose of temporary heating and/or cooling is to supply heating and/or cooling to any structure in the course of construction. Subject to substantial completion and final acceptance by the owner, such operation and maintenance above mentioned shall continue until there has been a general test of the heating system and of the cooling system as ordinarily required in the trade. The operation and maintenance therefore shall cease when the work is accepted by the owner after the application of the general test as applied to the acceptance of systems.

(b) The employment or assignment of any Journeyman for the operation and maintenance of temporary heating and/or cooling shall be at the discretion of the Employer for all systems installed by the Employer. Straight time shall be paid for all shift work in the maintenance of temporary heat. Time and one-half shall be paid from Friday midnight until Sunday midnight and heretofore mentioned holidays. A shift shall consist of five (5) days.

Section 23.9 — Unemployment & Temporary Disability Benefits, General Insurance Coverage for Employees

(a) Insurance: Each Employer agrees to carry comprehensive kinds of insurance coverage such as, but not limited to Workmen's Compensation, Public Liability and Property Damage on its equipment, automotive or otherwise, when used by its employees in their employ in the bargaining unit. The cost of such coverage shall be borne by the Employer who shall provide proof of such coverage, in writing, to the Union, at least annually or more often if required by the Business Representative of the Union. In the event the Employer suffers cancellation of insurance coverage, the Union shall be notified immediately, in writing. Without such protection, the Union reserves the right to remove the journeymen and apprentices from any job until the aforesaid insurance coverage has been supplied and proof of identity of carrier and policy numbers are submitted.

(b) Unemployment and Temporary Disability Requirements. Each Employer who hires one or more journeymen, including the number of apprentices permissible under this Agreement, and who comes into the territory of the Union, agrees to elect, petition and qualify to become immediately, before the commencement of work, a covered Employer, as permitted by the terms of the Unemployment and Temporary Disability Benefits Act of the New Jersey Revised Statutes. The temporary disability provisions of the law, commonly known as the "State Plan" shall be adhered to by each Employer for the benefit of the journeymen and apprentices, unless an Employer has a State approved private plan. If an Employer who comes into the territory of the Union has a private plan of temporary disability benefits in effect, the details, such as identity of carrier, address, policy number, date of election among its employees, date of approval by the State of New Jersey, shall be provided to the Union before the job is commenced. The Union is desirous of having all employees covered under the State Plan in all instances and the Employer agrees to comply with the Union's wishes in that by becoming an elected covered Employer as permitted under procedures outlined in the aforementioned. Failure of an Employer to adhere to all requirements of this Article shall constitute a breach of this Agreement. The active intent of the parties is to cover one or more employees represented by the Union with all parts of this coverage.

(c) The Employer further agrees to provide immediate medical attention and hospitalization, if necessary, to any employee injured on the job, at no cost to the employee.

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Section 23.10 Each Employee will supply the following tools: work gloves (welding gloves not included), torpedo level, six foot folding rule, pliers.

All other tools, safety glasses, welding gloves and sleeves shall be furnished by the Employer to the Journeymen for use by the Journeymen on the Employer's job and shall remain the property of the Employer. Journeymen and Apprentices shall not be responsible for the loss of tools furnished by the Employer if lost or stolen or destroyed by fire or catastrophe, either on the job or in the tool shed.

Section 23.11 — Sanitary Facilities, Shanties, Trailers

(a) the Employer shall furnish a warm and suitable shanty or a trailer for the employees to have their lunch and change their clothes. The Employer shall also furnish sanitary drinking water facilities. These facilities must be suitable to the Union's representative.

(b) Heat for shanties must be provided when temperature drops to 48 degrees. Ice for drinking water when required must be supplied by the Employer.

Section 23.12 Responsible Officers of Union

(a) It is stipulated and agreed that only the below named officers of the Union are authorized agents of the Union, and shall be the only persons to be recognized by the Employer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of this Agreement. The actions, declarations, or conduct of any other person, except the persons herein named, whether performed or made with respect to the Union or not, are and shall not be considered to be the acts of any officers or agents of the Union and shall not constitute any authorized acts for and on behalf of the Union, nor will the Employers nor the Union recognize those persons as the Union's officers or agents for that purpose and their acts in that respect shall not be binding upon the Union, nor shall they form the case or any basis for liability of any nature whatsoever on the part of the Union. The authorized officers are the Business Manager, Michael K. Maloney, and the designated agents. In the event of retirement, resignation or Death their successor, if necessary, will be the aforementioned designated Manager or Agent.

- | | |
|-----------------------|---------------------|
| 1) Orlando Candelori | 4) Michael Tranberg |
| 2) Charles Whalen III | 5) Jack Hoey, Jr. |
| 3) Nick Oberto | 6) Robert Dill |

(b) It is further stipulated and agreed that the authority of any officer of the Union to act for the Union, as stated above, may be revoked at any time if a registered letter to that effect, signed by the duly authorized Union Officers, under seal of the Union, is received by the Association.

(c) An Employer agrees to grant the Business Manager and Business Agents of the Union at all times the privilege of going through the shop or shops or on the job or jobs or on the shops doing the work within the trade-line jurisdiction of the Union and to take care of such other business affairs of the Union as required on the premises above mentioned. The Union shall notify the Employer at their office prior to the Business Manager's or a Business Agent's visit to a job if a serious problem is the reason for the visit.

Section 23.13

(a) Only one member of a firm, corporation or partnership is to handle the tools.

(b) However, no Employer shall perform any manual labor or mechanical operation on a job unless such Employer has in its employ one journeyman.

Section 23.14

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

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

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

(d) Resignation of Association Employer Members

In the event any Employer represented by the Association during the course of this Agreement withdraws their written designation of the Association as collective bargaining agent, such Employer shall continue to be contractually bound to the terms of this Agreement for its duration.

(e) Successors and Assigns

This Collective Bargaining Agreement for its duration, shall be binding upon the successors and assigns of each Employer directly signatory hereto or signatory hereto through its bargaining representative and upon the Union.

Section 23.15 — Use of Employee's Vehicle

Employees are not allowed to use their automobiles on their Employer's work, such as carrying materials to or from jobs, or going to or from a job during normal working hours. However, if any Employer requires an employee to report to his shop for the purpose of driving their equipment to a job site anywhere, the wording conditions of Article XII shall prevail. No Employer is permitted to lease trucks, cars, tools, or any other equipment from employees covered by this Agreement.

Section 23.16 — No Lumping, No Sub-Contracting by Employees

The Union agrees that the journeymen and apprentices shall not sub-contract or lump the installation of any plumbing, heating, sprinkler, or pipefitting work or any other work claimed or defined under the work jurisdiction of the United Association.

Section 23.17 — Welding Test Failures

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

ARTICLE XXIV

FABRICATION

Section 24.1 The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment. Upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article IX.

Section 24.2 All pipe may, at the option of the Employer, be fabricated on the job or in a shop within the territorial area defined in Schedule A by journeymen employees who are covered by this Agreement, receiving the Building Trades rate of pay and working under conditions set forth in this Agreement. Whenever the Employer elects to fabricate in their shop under this section, they shall notify the Union in advance.

Section 24.3 All Employers agree that (a) fabrication of all piping to conform with U. A. National Pipe Fabricating Agreement, (b) the fabrication of all pipe or pipe equipment shall be assigned to, and performed by, at least, two (2) journeymen or one (1) journeymen and one (1) apprentice.

Engineered Pipe Supports of Structural Shapes which can be Fabricated from drawings or specifications without resort to field dimensions need not be fabricated on the job or in the shop. Such supports which require field dimensions for fabrication shall be made on the job or in the shop.

ARTICLE XXV

SAFETY

Section 25.1 An OSHA safety certification course will be sponsored mutually by the Union and the Association for all members of the Union.

Section 25.2 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

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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 their 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 their 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 their 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 Plumbers and Pipefitters Local Union No. 9 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.

ARTICLE XXVI SUBCONTRACTING

Section 26.1 The Employer agrees that they will not subcontract or sublet out any work covered in Article VII to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is a signatory to this Agreement.

ARTICLE XXVII CHECK-OFF OF WORKING ASSESSMENT

Section 27.1 Union Representations and Warranties

The Union represents and warrants to the Association and the Employers (a) that the working assessment in the sum of 3.5% 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 X 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 3.5% of gross wages is reasonably related to the value of the job referral service and the cost to the Union of rendering that service for all such applicants; and (d) the job applicant's check-off authorization shall be voluntarily given by the job applicant without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law.

Section 27.2 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.

Section 27.3 Employer Checkoff

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 3.5% of gross wages from the pay of each authorizing employee and remit the same to the Union monthly at the same times and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this Agreement. (b) As to each authorizing employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form for the period of employment which has not been revoked by that employee in accordance with its terms.

ARTICLE XXVIII INDUSTRY ADVANCEMENT FUND

Section 28.1 Union Representations and Warranties: The Union represents and warrants to the Association and the Employers (a) that the United Association Local Union NO. 9 Industry Advancement Fund (\$.80 per hour from each hour's wage) 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 checkoff authorization shall be voluntarily given by the Employee without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law. The Union further warrants and represents that the assets of the Fund will not be used to conduct, promote or otherwise finance picketing of Employers signatory to this Agreement.

Section 28.2 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.

Section 28.3 Employers Check-Off: The sole responsibility of the Employer under this Article shall be as follows: (a) in reliance upon the warranties and indemnification of the Union, the Employer shall deduct the Employee contribution to the United Association Local Union NO. 9 Industry Advancement Fund in the amount of \$.80 per hour amount from the employee's NET PAY of each authorizing Employee and will remit the same to the Union weekly at the same time and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this agreement; (b) as to each authorizing employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form for the period of employment which has not been revoked by the Employee in accordance with its terms.

ARTICLE XXIX BENEVOLENCE FUND

Section 29.1 Union Representations and Warranties: The Union represents and warrants to the Association and the Employers (a) that the United Association Local Union NO. 9 Benevolence Fund (\$.35 per hour from each hour's wage) 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 checkoff authorization shall be voluntarily given by the Employee without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law. The Union further warrants and represents that the assets of the Fund will not be used to conduct, promote or otherwise finance picketing of Employers signatory to this Agreement.

Section 29.2 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.

Section 29.3 Employers Check-Off: The sole responsibility of the Employer under this Article shall be as follows: (a) in reliance upon the warranties and indemnification of the Union, the Employer shall deduct the Employee contribution to the United Association Local Union NO. 9 Benevolence Fund in the amount of \$.35 per hour amount from the employee's NET PAY of each authorizing Employee and will remit the same to the Union weekly at the same time and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this agreement; (b) as to each authorizing employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form for the period of employment which has not been revoked by the Employee in accordance with its terms.

ARTICLE XXX

DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 30.1 This Agreement, which is in force and effect through June 30, 2016, shall automatically renew itself for successive periods of one (1) year from June 30, 2016 unless (i) either party serves written notice upon the other, sixty (60) days prior to June 30, 2016 requesting that it be amended or terminated or, (ii) if the Agreement has automatically renewed itself after June 30, 2016, either party serves written notice upon the other sixty (60) days prior to June 30th of any renewal year 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 (i) June 30, 2016, or (ii) June 30th of any renewal year if the Agreement has automatically renewed itself.

In the event such notice is given by the Union, the same shall also constitute the sixty (60) day strike notice required by the Taft-Hartley Act.

Except as hereinabove modified and amended, the prior agreement shall continue in full force and effect for the term indicated.

Section 30.2 The Union agrees that it will use its best efforts when negotiating labor agreements with contracting employers not covered by this Agreement, to have such labor agreements provide for wages, hours and other conditions of employment which are economically equivalent to those provided for in this Agreement.

UNITED ASSOCIATION STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

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

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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.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed this 1st day of July, 2013 by its proper officers.

LOCAL UNION NO. 9 OF THE
UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA, AFL-CIO

MECHANICAL CONTRACTORS
ASSOCIATION OF NEW JERSEY, INC.

MICHAEL K. MALONEY
JOHN E. BOYLE, III
ROBERT A. DILL
DEAN FEASEL
JOHN E. HOEY, JR.
TODD W. MARKS
KEVIN R. MCCOY
NICHOLAS M. OBERTO
MARK REULBACH
MICHAEL A. TRANBERG
CHARLES F. WHALEN, III
WILLIAM ZIMMERMAN

MARTIN J. DROBNY
ROBERT J. BREYTA, JR.
GREGORY GIBSON
MATTHEW MILLER
PHILLIP PETILLO, JR.
THOMAS POWERS
DONALD B. RODNER
NICHOLAS SAPNAR
ROBERT B. SNYDER, JR.

By: *Michael Maloney*

By: *Martin J. Drobny*

MEMORANDUM OF AGREEMENT
BETWEEN UNITED ASSOCIATION LOCAL NO. 9 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. 9 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. 9.

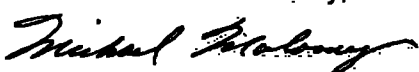
It is the intention of both signatory parties to utilize the UA Standard for Excellence in a manner which will not increase non-productive time in the workplace.

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

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

This Memorandum of Agreement has been accepted by,

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

Michael K. Maloney 
Local Union No. 9 of The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO

July 1, 2010

SCHEDULE B

This Agreement shall apply to and cover all employees of an Employer employed to perform or performing plumbing, heating and piping work as listed hereinafter within the geographical jurisdiction allocated to the local union by the United Association:

1. All piping for plumbing, water, gray water, rainwater, reclaimable 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, and all associated piping i.e. filter rooms, heating and or cooling lines, drains etc. associated with swimming pools, ornamental pools, display fountains, drinking fountains, 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 pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
 - (a) All sewers and storm drains out to the curb of property lines to be installed by journeymen plumbers.
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., as 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 Nuclear power plants and/or similar applications, 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 or 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 ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks, and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, 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, for example but not limited to, Ethanol and Methane systems of every description.
25. The setting and erecting of all under-feed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyer piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and all piping thereto of every description.
28. The setting piping thereto of every description, erecting and piping of all cooling units (which shall include computer room air conditioning units, and chilled beams), 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 or 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.

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33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, 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, dryers, 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, chemical treatment, waste water treatment, sewerage treatment and water treatment work; and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, aeration basins, steam piping, steam condensate piping and process piping.
 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.
 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 (including seismic of every description), conduits, and boxes, used in connection with the pipefitting and plumbing industry.
 41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
 42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
 43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.
 44. Laying out, cutting, bending, and fabricating of all pipe work of every description, by whatever mode or method.
 45. All methods of stress relieving of all pipe joints made by every mode or method.
 46. The assembling and erecting of tanks used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
 47. The handling of all materials in connection with the foregoing work as well as 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 plumbing and pipefitting industry, including if the work is in confined space.
 48. The operation, maintenance, repairing, servicing and dismantling of all work installed by Employers in the Bargaining Unit. The initial protection and the first cleaning only, of all plumbing fixtures will be the work of the Union.
 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 purposes.
 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 shapes.
(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. 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, however 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 be limited to, welding machines and accessories, regardless of the source of power, pipe threading and cut-off machines, winches, hoists, A-frames, stiff-leg derricks, cherry-pickers, back hoes, front end loaders, fork lifts, ditch witches, 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 Agent of the Union.
 57. Geothermal Systems
 58. Radon Piping Systems
 59. Fire Stopping of uninsulated pipe or fixture penetration sleeves.
 60. Vapor recovery systems of every description.

SCHEDULE C

NUCLEAR GENERATION PROJECT WORK RULES

When a job requires a service crew, the following procedure shall be followed, there could be eight (8) crew members, and one (1) foreman on each shift.

The crew members required for service will be called from the eight (8) journeymen from the shift. Once the number of crew members required for service are called, they will not go back to construction during the period of the shift in question.

The crew members required will service all systems, however, the members required to service any system could handle more than one (1) system, provided it is feasible or reasonable.

The number of members remaining after the service requirement has been fulfilled will do normal construction work on the shift.

When any system is in operation, service will be maintained and serviced by a Journeyman until such time as all work on the system has been completed.

WELDING INSPECTOR

(A) There shall be a welding inspector designated to certify welders on any job that meets the following requirements: That welders employed be certified, that specific welding procedures must be followed to meet job specifications and when ten (10) welders are hired on the job, thereafter an assistant inspector shall be hired for every twenty (20) additional welders.

(B) The welding inspector shall receive all pay benefits of a Foreman, and if an assistant is hired, they shall receive journeyman's wages.

(C) No inspector or assistant shall work more than one shift. At no time is there to be less than one inspector on the job. The welding inspector shall be under supervision of the Quality Assurance Manager of the contractor.

WELDING INSPECTORS DUTIES, REQUIREMENTS AND/OR RESPONSIBILITIES

1. The inspector shall be a qualified journeyman referred from Local Union.
2. An inspector shall be responsible for the observance of proper weld procedures, all welds and the preparation of joints to be welded, such as the end prep on valves, fittings, and pipe.
3. An inspector shall fill out and write weld histories, if job requires it.
4. An inspector shall be on the job at all times that welds are being made, prepared or tested to render their assistance and help as required in performing their job and to see that required procedures are followed.
5. An inspector shall test all welders hired by having them perform the required test under their supervision.

RADIATION EXPOSURE

1. The following radiation exposure protection rules shall remain in full force and effect during the term of this Agreement.

(A) DOSIMETERY

- (1) All employees requiring dosimetry will be given two (2) dosimeters and film badges.
- (2) Daily dosimeter readings shall be logged and kept up to date by a designated member of Local Union appointed by the Business Agent.

(B) EXPOSURE LIMITS

- (1) Exposure will be kept to within 1,000 milliroentgens (hereinafter abbreviated MR) maximum for any 13 consecutive week period.
- (2) In the event that exposure levels higher than those stated in (1) above are required, the contractor or AEC licensee shall comply with federal regulation Title 10, Chapter 1, Parts 20.102, and in such event the maximum exposure levels shall not exceed 2,500 MR for a 1 3-week period. In no case shall the maximum exposure exceed 5,000 MR in any one period.
- (3) In the event that an employee's dosimetry goes off the scale, the Employer or AEC licensee shall take emergency steps to process the employee's film badge to obtain the actual radiation dosage received. During this time, the employee shall be moved to a non-restricted area. They shall not handle or be exposed to any radiation. They shall not be terminated.
- (4) At the end of each job or exposure period, the Employer or AEC licensee shall forward to each employee as well as Local Union a copy of the radiation exposure received by said employee during the aforementioned period.

2. The Employer shall accept complete responsibility for the injury of any worker receiving a radiation dose which can cause permanent injury or disability. Full pay and all medical expenses shall be paid by the Employer.

3. All clothing, eyeglasses, hearing aids, etc., shall be replaced by the Company, if they should become contaminated.

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4. All personnel monitoring devices, such as film badges and dose meters, shall be supplied by and maintained by Employer.

5. Fitters and welders must have protective face masks supplied with continuous fresh air when welding or working on contaminated material or in dusty areas.

The loading, unloading and handling of the initial fueling of all nuclear fuel shall be performed by journeymen from Local Union.

NON-DESTRUCTIVE TESTING

All non-destructive testing will be supported by journeymen of Local Union. The methods are as follows:

1. Ultrasonic
2. Particle
3. Eddy Current
4. Remote Surface
5. Thermal
6. Radiation

The rules and regulations of the Atomic Energy Act of 1954 charging the Atomic Energy Commission with responsibility for regulating the receipt, possession and use of by-product material will be observed by journeymen of Local Union.

The jobsite will be monitored with survey meters during the period of nuclear reaction and the period when isotopes are used for radiography.

Particular attention should be given to Part 20, Part 30, and Part 34 of the Atomic Energy Act of 1954. The above regulations will be strictly observed by Local Union.

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SCHEDULE D

MAINTENANCE WORK

ARTICLE I

SCOPE OF WORK

1.1 This schedule shall cover all maintenance work assigned by the Owner to the Employer and performed by Employees of the Employer covered by the Agreement. It shall not cover work of a new construction nature.

1.2 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.

ARTICLE II

DEFINITIONS

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

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

2.3 "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.

2.4 "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.

2.5 "Operation" shall be defined as a procedure of work or function that runs any and all types of systems in an existing facility.

ARTICLE III

SHIFT WORK AND OVERTIME

3.1 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) hours pay at the regular straight-time hourly rate plus 10%. The third shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay at the regular straight-time hourly rate plus 15%. Thirty (30) minutes lunch period shall be mutually agreed upon by Job Superintendent and the Union Representatives and shall not be considered as time worked.

3.2 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 (1.5x). All time worked on Sundays and Holidays shall be paid for at the rate of double time (2x).

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

3.4 By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed (first shift work may start between the hours of 6:00 AM and 8:00 AM 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. There may be a second shift without the customary first shift as long as it starts after 1:00 PM.

3.5 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.

3.6 When in the discretion of the Business Manager of the union special circumstances warrant, the five (5) consecutive workday provision of this article may be waived and a flexible workday can be established at the appropriate Shift Rate Premium identified as in Article 3.1.

ARTICLE IV

APPRENTICES

4.1 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.

ARTICLE V

CREW SIZE

5.1 The crew size shall be any number of workers required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

ARTICLE VI

U. S. A. MATERIALS

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

ARTICLE VII

APPLICABILITY OF MASTER AGREEMENT

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

ARTICLE VIII

BUILDING OPERATIONS AGREEMENT

8.1 Subcommittee to be formed to review agreement and bring back recommendations.

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SCHEDULE E

RESIDENTIAL WORK

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 Plumbing, 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 plumbing and 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.

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. When any employer signatory to this Agreement is performing installation of residential Plumbing, 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 2.2 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 V of the Master Agreement.

Section 2.6 All Contractors signatory to this Agreement performing work outside of the 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 an active 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 plumbing, heating and air conditioning Journeyman must be a skilled craftsman of the Trade, and have a minimum of at least four (4) years actual practical working experience in the Plumbing and Pipefitting Industry. They may be required to pass a satisfactory examination as to their special skills. They 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 Apprentice in order to meet the competition in performing the work as defined in this Agreement.

Section 4.2 As a Condition of Employment, all Apprentices shall attend training classes as assigned and they shall be under the supervision of the Local 9 Joint Educational Fund Committee until such time as their training is satisfactorily completed.

Section 4.3 There shall be two types of workers supplied under the terms of this Agreement, Journeyman and Apprentice. At no time shall the Employer have in their employ more Apprentices than Journeymen.

ARTICLE V

DUTIES

Section 5.1 The Journeymen and Apprentice for work as defined can be used for all plumbing, pipefitting, lawn sprinkling, 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.

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ARTICLE VI

SUPERVISION

Section 6.1 The Employer, in their 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 OF WORK, OVERTIME, SHIFT WORK AND STAND BY OR ON CALL PAY

Section 7.1 Eight hours shall constitute a day's work: 7:00 A.M. or 8:00 A.M. to 12:00 Noon and 12:30 P.M. to 3:30 P.M. or 4:30 P.M. 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 wage rate. A regular workweek is considered Monday through Friday. A flexible workday with starting times between 6:00 AM and 10:00 AM may be instituted provided 48 hours' notice has been given to the employee.

Section 7.2 All service and maintenance overtime work shall be paid 1-1/2 times the straight time wage rate including fringe benefits on hours worked, including Saturdays 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 hourly rate. New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, Veterans Day and Independence Day are to be paid at double time (2X) if worked.

Section 7.4 An Employer, by mutual consent with the Business Manager of the union, may institute a flexible workday on any job or jobs between the hours of 6:00 A.M. and 4:30 P.M.

Section 7.5 All time worked on Sundays and Labor Day will be 2X times the straight time hourly rate plus fringe benefits to be paid on hours worked, other than Sundays "On Call" work. Sundays "On Call" work shall be paid at 1-1/2 times the straight time wage rate including fringe benefits.

Section 7.6 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) times the regular straight time rate plus a 10% shift differential. Work in excess of eight (8) hours per shift shall be paid at overtime rates. If three shifts are worked, the third shift shall work seven and one-half (7-1/2) hours and receive eight (8) times the regular straight time rate plus a 15% shift differential. The starting hours of shifts may be agreed upon differing from the standard work day in Section 7.4.

Section 7.7 The Employer may require an Employee to be "On-Call." An Employee "On-Call" shall be paid as follows: Employers shall provide a flat \$65.00 rate weekly for an employee to be on-call (available by pager or phone) provided that said Employee is paid wages and benefits from the time they leave their place of residence until they return to it. An Employer who requires Employees to be on-call shall maintain a schedule. Employees must be available for on-call but shall have an option to arrange for a substitute to serve in their place upon prior notice to the Employer's office.

Section 7.8 Unless notified by the employer or his agent not to report to work, an employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages. Other exceptions shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of their own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 7.9 If weather conditions require and the contractor determines that work should continue, the Contractor shall provide foul weather gear, complete with pullover boots and/or shelters. All tools and foul weather gear are to be American Made whenever possible. Any employee who leaves their work or their job voluntarily shall be paid for the number of hours actually worked.

Section 7.10 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life, and safety of an employee, in such cases employees will be compensated only for the actual time worked.

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

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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 workers 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 Manager 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 Foreman shall receive 7% per hour over the Journeyman's hourly rate and shall be paid at the rate of straight time plus fringes for all holidays in Article XIV.

Journeyman: Wages Per Hour Effective: July 1, 2013 \$27.40

Apprentice: 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	60%
4th year	70%

Surety: -For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$1.65 to the Plumbers and Pipefitters Local 9 Surety Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

Pension: -For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$ 1.21 to the Plumbers and Pipefitters National Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

Welfare: -For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$10.30 to the Plumbers and Pipefitters Local 9 Welfare Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

Personal: -For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$.50 to the Plumbers and Pipefitters Local 9 Personal Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.) This Personal Fund remittance shall be withheld from the Employee's weekly pay and shall be included as wages, subject to all required payroll withholding for income tax and social security and other usually required legal deductions.

Industry: -For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$.15 to the Industry Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

Education: -For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$.15 to the Education Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

Section 11.1a The Union may refer an apprentice to an Employer who regularly employs one or more journeymen when so requested. The Union shall refer and the Employer may hire an apprentice for every four journeyman in his employ. Terms and conditions of such employment shall be as provided in the Joint Apprenticeship Training Program and in this Agreement.

Section 11.2 For prospective residential jobs only; any contractor signatory to this Agreement may apply to the Business Manager for a wage rate concession on a job-only basis. Such an application will be considered on the basis of the size, duration and competition on the prospective job. No such concession shall be allowed without the mutual agreement of the Business Manager, the Association, and the Contractor Applicant.

Section 11.3 There has been established a banking account to which fringe benefit payments are to be made known as "Plumbers and Pipefitters Distribution Fund, Local Union 9" 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 Business Manager of Local 9 who shall forward 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 9 and the Mechanical Contracting Industry Council (Industry Fund) are the obliges 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. 1-3 employees \$6,000.00
2. 4-5 employees \$10,000.00
3. 6-10 employees \$20,000.00

For each additional five employees or portion thereof, the bond principal shall be increased \$10,000.00.

Section 11.4

(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. The Union may also require the Employees of the said Employer to register on the Out of Work List. Upon a resolution of the delinquency, the Employees shall be returned to the Employer's workforce if requested by the Employer. 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.

(c) Reports and payments made after the thirtieth (30) day of the month due, shall include an additional one and one-half percent (1 1/2 %) of the gross payment to each Fund for each month thereafter during which they remain unpaid and all cost of collection, including reasonable attorney's fees. This additional payment shall constitute a late charge for failure to file reports and make payments on time and shall also constitute liquidated damages for all losses and expenses arising out of such violations. The one and one-half percent (1 1/2 %) late fee is due and payable at the same time and late remittances are forwarded to the Administrator's office. Failure to comply with the provisions and requirements of this Article related to the payments of the Funds shall be considered as and shall constitute a violation of this Agreement, and the Union may withdraw the employees from the employment of the defaulting Employer if they fail to meet or comply with any of the provisions set forth in this Article. Each Trust may maintain actions against Delinquent Employers in any court of competent jurisdiction.

Section 11.5 Union Representations and Warrantees

The Union represents and warrants to the Association and the Employers (a) that the working assessment in the sum of 1% of total package 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 Schedule E 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 (1% of total package) is reasonable 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 and (d) the job applicant's check-off authorization shall be voluntarily given by the job applicants without coercion by the Union and otherwise be in full compliance with the requirements of all applicable law.

Section 11.6 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.

Section 11.7 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 1% of total package from the pay of each authorizing employee and remit the same to the union monthly at the same times and through the same bank clearance account as used for the payment of the several fringe benefit contributions provided in this Agreement. (b) As to each authorizing employee, the deduction and payment shall be made by the Employer only if that Employer has theretofore received a signed authorization agreement form for the period of employment, which has not been revoked by that employee in accordance with its terms.

ARTICLE 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 United Association Local Union No. 9.

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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. 9 and the Association.

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, Veterans Day, Presidential Election Day, Independence Day, Labor Day and President's Day. In the event one of the aforesaid Holidays falls on a Sunday the following Monday shall be designated the Holiday.

ARTICLE XV

TOOLS

Journeyman employees shall be required to supply the following basic hand tools as needed to perform normal work duties.

- | | |
|---|--|
| 1 — 8" adjustable wrench | 1 — basin wrench 16" long |
| 1 — 10" hacksaw frame with blade | 1 — pair channel locks 12" long |
| 1 — 1"x8" long cold chisel | 1 — rigid #15 copper tube cutter |
| 1 — 10" long screw driver 1/2" straight blade | 1 — rigid #20 copper tube cutter ~ |
| 1 — 10" long screw driver phillips head | 1 — Stanley 16 oz. claw hammer |
| 1 — 10" rigid pipe wrench | 1 — hand saw (for cutting plastic pipe 1 1/2" to 4") |
| 1 — 14" rigid pipe wrench | 1 — Baby hacksaw |
| 1 — Douglas compass saw handle with blade | 1 — Prestolite tank with hose and gauge |
| 1 — 1 1/4" to 1 1/2" swedging tool 4" long | 1 — level 2'-0" long |
| 1 — 1/2" swedging tool 6" long | |

d. The following replacements will be the responsibility of the contractor:

- | | |
|-------------------------------------|---|
| Compass saw blade | Hand saw blade (for cutting plastic pipe) |
| Rigid #15 copper tube cutter wheels | Baby hacksaw blades |
| Rigid #20 copper tube cutter wheels | Prestolite tank refill. |

ARTICLE XVI

OVERSIGHT COMMITTEE

Section 16.1 An oversight committee will be formed prior to September 1, 2001. Its purpose will be to address possible changes and improvements pertaining to the use of the Residential Division Service mechanics.

Section 16.2 Create a Residential JATC to investigate and study Training Opportunities and explore the utilization of the United Associations Curriculum and Training Program.

ARTICLE XVII

DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 17.1 This Agreement which is in force and effect through June 30, 2014, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement.

Except as hereinabove modified and amended, the prior agreement shall continue in full force and effect for the term indicated.

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

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

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

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	_____ per hour	_____
Apprentice	_____ per hour	_____
_____	_____ per hour	_____
Other - specify		

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

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Funds" which was established under an Agreement and Declaration of Trust, dated July 23, 1968, and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in attendance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.
3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys'

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fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

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

FOR LOCAL UNION NO. _____, UNITED ASSOCIATION

BY _____
(Authorized Union Officer)

FOR THE EMPLOYER* _____
(Insert Name of Employer)

Address _____

By _____
(Authorized Officer of Employer)

Date _____, 20____.

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

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

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

SIGNED INDIVIDUALLY AND FOR THE EMPLOYER FIRM

SIGNED FOR PLUMBERS AND PIPEFITTERS LOCAL NO. 9

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

By _____
Title _____

Mark yes where appropriate:
MBE _____
SBE _____
WBE _____
MWBE _____
GREEN CERTIFICATION _____

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MEMORANDUM OF AGREEMENT

The Mechanical Contractors Association Of New Jersey, Inc. along with Local Union No. 9 recommends that when on-site parking cannot be provided, a pre-conference shall be held with the Union, the Employer, and the Owner or Construction Manager to attempt to work out a fair and equitable remedy.

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