

AGREEMENT

of

United Association of Journeymen and Apprentices of the Plumbing
and Pipe Fitting Industry - LOCAL UNON 322

THIS AGREEMENT, entered into this first day of May, 2011, by and between South Jersey Mechanical Contractors Association, Inc., a corporation of the State of New Jersey (hereinafter called the "Association"), on behalf of its members (hereinafter called "Employer"), and LOCAL 322 of the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (hereinafter called the "Union");

WITNESSETH

WHEREAS, the Association is comprised of members engaged in the mechanical contracting industry, hereinafter called "Employers" or "Contractors", who have authorized the Association to act as their collective bargaining agent on its behalf; and

WHEREAS, the Union is affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, hereinafter referred to as "United Association", and undertakes to supply competent, skilled and qualified building and construction journeymen to perform work coming within the trade, craft and territorial jurisdiction; and

WHEREAS, the Association and the Union desire to mutually establish wages, hours and working conditions for employees in the aforesaid jurisdiction and to encourage closer cooperation and understanding between the Association and the Union so that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement;

NOW, THEREFORE, the Association and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

ARTICLE I Recognition

1. **Association.** The Association is hereby recognized as the sole and exclusive collective bargaining representative as to all of its present and future member-employers or contractors. This Agreement shall be binding upon and shall inure to the benefit of all of the members of the Association, their successors and assigns.

2. **Union.** The Union is hereby recognized as the sole and exclusive collective bargaining representative for all of the eligible employees in the territorial and trade jurisdiction herein set forth.

3. **Union Shop.** All employees covered hereby, who on the date of execution of this Agreement are members of the Union, will be required to maintain such membership in good standing as a condition of employment during the term of this Agreement or during the term of their employment hereunder, as the case may be. All other employees shall make application to become members of the Union within seven (7) days following the date of execution of this Agreement or seven (7) days following the date of

their employment hereunder, whichever shall occur later, and if accepted into membership shall be required to maintain such membership in good standing as a condition of employment for the duration of this Agreement or for the duration of their employment hereunder, as the case may be.

4. **Protection of Trade Jurisdiction.** All wages and working conditions hereunder shall be effective on all plumbing, pipefitting, heating and air conditioning work performed by the Employer or by any person, firm or corporation owned or financially controlled by the Employer in the territorial and trade jurisdiction of the Union. The Employer agrees not to sublet or contract out any work covered herein to be performed at the construction site unless the contractor to whom the work is sublet has entered into a Collective Bargaining Agreement with the Union.

5. Subject to the provisions of United Association Constitution and any relevant federal or state law, the Union shall not sanction any employee performing any plumbing, heating, cooling or pipe work after his regular work hours for anyone other than his then current Employer.

ARTICLE II

Standards of Competency

1. Proofs of skills in job classifications shall be established by the individual job applicants by satisfying any one of the following tests:

A. Persons who have been employed for 30 consecutive working days prior to the date of this Agreement, or its effective date, whichever is later, as a building and construction journeyman by an Employer who for the first time has become signatory to an Agreement with the Union, provided such Journeyman's services were satisfactory to such Employer.

B. Persons who have completed an approved apprenticeship training program and have passed the journeymen's examination for building and construction given by an Examining Board in conformity with the standards adopted by the Bureau of Apprenticeship, United States Department of Labor, or which examination was supervised by that agency.

C. Persons who have been previously employed as a building and construction journeyman and have had at least five (5) years' practical working experience within the industry and who have satisfactorily passed a written examination conducted by a qualified Examining Board. The Review Board shall determine in each case whether an Examining Board is qualified but in its determination shall not discriminate because of Union or Non-Union affiliation.

D. All other persons who desire to register must produce evidence for the Board of at least five (5) years' practical experience in the industry and apply to the Union to be examined as to their qualifications and skill. The written examinations and practical tests for such applicants shall be held at least four (4) times a year at intervals of three (3) months. Written notice shall be sent to each applicant who has registered pursuant to this section at least two (2) weeks prior to the date set for such examination. All examinations given by the Union shall be fair, impartial and in keeping with the present standards of competency and skill possessed by journeymen in the industry. The Union shall determine the questions to be asked and the practical test to be given upon such examinations, shall grade the answers received and the results of the tests, and shall determine what constitutes satisfactory passage of such examination. The Union shall keep a file of all written examinations given, of the answers received, of the results of the practical tests and of its determination of whether or not each applicant has passed. The results of the examination and practical tests shall be certified by the Union, to the interested Employer, if any, and to the applicant. The Union shall have the right to charge each applicant a reasonable fee in order to cover its costs in administering the examination.

ARTICLE III

Hours of Work

1. Eight (8) hours shall constitute the regular work day unless otherwise agreed to by the Union and Employer.

2. Forty (40) hours, Monday 7:00 A.M. through Friday to 4:30 P.M. shall constitute a week's work. The starting time may be altered to 6:30 A.M. with the mutual consent of the Union and the Employer. Jobs starting at 6:30 A.M. must run for at least five (5) consecutive days and must be consistent for all employees (meaning no staggered starting times).

3. All men working after their regular scheduled shift shall be allowed thirty (30) minutes for meal period with pay unless work can be finished in two (2) hours. This paid meal period to be repeated after every four (4) hours worked. On shifts of twelve (12) hours duration the four (4) hours meal period shall be used; however, the first meal period to be unpaid.

4. Shift work may be performed by the Employer with permission of the Union. Union to be given no less than twenty-four (24) hours notice prior to intended starting. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive work days. The day shift shall work a regular eight (8) hour shift as outlined in Section 1, above. Employees working the second shift (when a third shift is not scheduled) shall work eight (8) hours and receive pay for eight (8) hours. When working three shifts, employees working the second shift shall work seven and a half (7½) hours and receive pay for eight (8) hours. Employees working the third shift shall work seven (7) hours and receive pay for eight (8) hours. The hourly rate for men on the second and third shifts shall be fifteen percent (15%) over and above the basic hourly rate. The number of men permitted to work on any shift will be coordinated with the Business Manager. The overtime rate for work performed beyond eight hours on the second and third shifts shall be paid in accordance with Article IV, Section 3, (page 3) including the shift differential.

When the only shift that can be worked is outside of normal working hours, a shift premium of fifteen percent (15%) of the basic hourly rate shall be paid.

5. Employees shall be paid at straight time for any consecutive eight (8) hours worked between 7:00 A.M. and 4:30 P.M., Monday through Friday (alter to 6:30 A.M.; see Article III, Section 2 (page2)).

6. Any journeyman after being hired and reporting for work at the regular time and for whom no work is provided shall receive pay for two (2) hours at the prevailing rate of wages providing the man rings out at 9:00 A.M. and any journeyman who reports to work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay. When the conditions set forth in this paragraph occur on an overtime day or on shift work, the premium rate shall be paid.

7. All time put in waiting for wages after quitting time shall be paid for at the rate of double time.

8. All men shall be allowed at least ten (10) minutes prior to quitting to gather up tools.

9. The straight time work week shall be considered to start with the day shift on Monday (7:00 A.M.) and end with the conclusion of the second or third shift of the fifth day.

10. A lunch break will be provided each working day between 12:00 noon and 12:30 PM (unpaid). All employees covered by this Agreement are required to take a lunch break. Conditions may warrant moving the actual time with mutual agreement of the Union and Contractor.

ARTICLE IV Holidays & Overtime

1. Holidays for the purpose of this Agreement are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Presidential Election Day and Christmas Day. If any of the above holidays fall on a Sunday, it shall be celebrated on a Monday.

Double time shall be paid for work performed on Sunday and the above holidays.

If payday would fall on a holiday, payday shall be the day before the holiday.

2. When Christmas Eve day falls on a working day, all employees of the Employer must stop work after four (4) hours and be paid for the full day.

3. The first four (4) hours other than the normal work day hours during the week shall be paid at time and one half. Time and one half shall also be paid for the first twelve (12) hours worked on Saturday. All other hours of work shall be paid at double time including time worked during an employees lunch period.

4. When General Foreman, Area Foreman, Foreman, and Apprentice are not working due to prescribed holidays, Vacation benefit will be the only fringe paid.

5. In the event of a plant/project closing due to a plant/project holiday the contractor will be held harmless for wages and fringe benefits; however, the contractor should make every effort to place men on other jobs they may have in the jurisdiction. Unless a state of emergency has been called the contractor must notify all employees at least 48 hours in advance of the plant/project closing.

6. When a Journeyperson leaves work after his normal work day and then has to return to the job site the same day, the remainder of that day will be at double time except for service work.

ARTICLE V
Foremen & Apprentices

1. **Requests for Supervision.** Requests for supervisors, general foremen, area foremen or foremen shall be honored without regard to a man's position on the out-of-work list.

2. **Requests for Journeymen (Special Skills).** Bona fide requests by contractors for journeymen with special skills and abilities shall be honored.

3. Employees of the Employer being sent out of the jurisdiction of Local 322 by Employer shall be supplied with all necessary expenses.

4. No foreman shall supervise more than ten (10) men. When two (2) or more journeymen are fabricating or installing work, one shall be designated foreman by the Employer and shall receive an additional ten percent (10%) of the Journeyman's wage rate.

A. When two (2) foremen are employed on a job or over twenty-five (25) men projected from start of job, an area foreman shall be designated and he shall receive an additional twenty percent (20%) of the Journeyman's wage rate.

B. When two (2) area foreman and over one hundred (100) men are projected from start of job, a general foreman shall be designated and he shall receive an additional thirty percent (30%) of the Journeyman's wage rate.

C. Foremen shall supervise only one branch of the trade. This is to mean that there shall be a plumbing foreman and a fitting foreman.

5. When eight (8) fitter-welders are employed on a job, one shall be designated as foreman in addition to a plumbing or fitting foreman required under this Agreement and shall receive an additional ten percent (10%) of the journeyman's wage rate.

6. **Apprentice Training:** All apprentices will attend school during the day time hours, one (1) day every other week as determined by the Joint Apprenticeship Committee for which no compensation will be paid.

All apprentices are to be governed by the Apprentice Agreement administered by the Joint Apprenticeship Committee. The working conditions of apprentices shall be the same as those of the journeymen mechanics. Fractions of a day, overtime, shift time, board and traveling expenses shall be paid for under the same conditions governing journeymen mechanics.

The minimum of wages for Apprentices enrolled in the Apprenticeship Program shall be as follows:

First Period	35% of Journeymen's rate
Second Period	40% of Journeymen's rate
Third Period	50% of Journeymen's rate
Fourth Period	55% of Journeymen's rate
Fifth Period	60% of Journeymen's rate
Sixth Period	65% of Journeymen's rate
Seventh Period	70% of Journeymen's rate
Eighth Period	75% of Journeymen's rate
Ninth Period	80% of Journeymen's rate
Tenth Period	85% of Journeymen's rate

Apprentices shall receive Health & Welfare at 100% of the Schedule of Fringe Benefits.

Apprentice Pension, Annuity, Education, Vacation Benefit and Industry Fund shall be a percentage of the Schedule of Fringe Benefits. The percentage shall be the same as that which determines the apprentice's rate of pay (i.e. first period 35%, second period 40%, etc.)

7. As long as a job is in operation, the General Foreman, Area Foreman, Foreman, and Apprentice shall lose no pay due to inclement weather or holidays.

ARTICLE VI
Layoff & Payment of Wages

1. All employees covered by this Agreement shall receive their wages on the job no later than 1/2 hour before end of shift. Employees who receive wages at the shop shall leave the job in time to get to the shop at quitting time.

2. All employees shall be given sixty (60) minutes notice prior to being laid off. On the day of termination the employee shall be paid all wages then due him. Lay off is considered pay off during the normal work week, Monday through Friday; however, when it is impossible for the payroll to be processed on Saturday, Sunday and holidays, the payroll checks will be delivered to the Union Office by 12:00 noon the next business day. All time waiting after 12:00 noon will be paid at the appropriate rate per the Collective Bargaining Agreement. If the employee is not on the job site when such notice is required to be given, notice of layoff shall be made by telephone at least sixty (60) minutes prior to the effective time of the layoff and payment of wages shall be made by overnight mail.

3. All employees covered by this Agreement shall be paid via check or, at the Employer's discretion, via direct deposit into such bank account as the employee shall designate in writing. In the cash of payment via check:

(1) Such payroll checks shall be drawn on a bank with offices in the territorial jurisdiction of the Union;

(2) The Employer shall have made arrangements with area banks so that the employees are able to cash such checks without charge or inconvenience; and

(3) In the case of payment via check or direct deposit, upon the Union's written request, the Employer shall post cash or an indemnity bond satisfactory to the Union guaranteeing payment of wages which bond shall be not less than the amount of the Employer's payroll for employees covered by this Agreement for a one week period.

In the event any payroll check of the Employer is dishonored, or the Employer fails to make a direct deposit of wages to the employee's designated bank account, the Employer's posted cash shall be immediately forfeited or in case of an indemnity bond, be immediately operative and the Employer shall be prohibited from paying wages by check for the balance of the term of this Agreement.

Employer shall furnish each man with a statement each pay day showing the following:

(1) Name of Employer.

(2) Address of Employer (not job).

(3) All deductions from gross wages, including taxes, social security, vacation, etc.

Payroll period must end on Sunday at 12:00 midnight and payday shall be the following Wednesday. No Employer shall hold back more than three (3) days pay.

4. An employee who begins work and thereafter becomes injured on the job shall be paid a total of eight (8) hours for that day, provided that:

A. The employee requires and receives medical treatment that day;

B. Such medical treatment is administered by a licensed medical professional; and

C. Such employee cannot physically continue to work that day, as certified by the treating licensed medical professional.

ARTICLE VII

Referral System

1. It is agreed that the Employer, in order to obtain competent and qualified building and construction journeymen and apprentices and to promote efficiency and safety of operations, shall follow the procedures set forth hereinafter for the recruitment of personnel:

A. The Union shall maintain records of persons available for employment, which records shall indicate the names of all building and construction journeymen and apprentices who have registered for employment, the building and construction specialty in which they are qualified and the seniority of such persons in the building and construction industry. Seniority shall mean length of employment with a signatory Employer of this Agreement as a journeyman or apprentice in the building and construction industry in the geographic area represented by the Union and in the trade jurisdiction of the Union. Seniority shall commence as of the first day of employment in such capacity and shall continue unbroken unless such person has not been employed in the industry, trade and geographic area for a signatory Employer of this Agreement for a period of 24 consecutive months, in which event, seniority shall recommence from any subsequent date of employment. The Union shall be entitled to remove from its records all persons whose seniority is broken. Membership or nonmembership in the Union shall not be considered in placing the name of any qualified person on the seniority records of the Union and shall not in any way affect the seniority accorded any individual registrant. Any registrant shall be entitled to ascertain his seniority ranking.

B. No charge shall be made by the Union for the maintenance or use of the seniority records and any referrals.

C. The Employer shall request the Union to refer job applicants for employment as required. The Employer hereby agrees that it will not circumvent the Union in the recruitment of prospective employees.

D. The Employer, when requesting referral of job applicants, shall specify to the Union the number of applicants required, the work to be performed, the work or project location, and such additional information as is deemed pertinent by the Employer or requested by the Union to permit a proper referral of applicants.

E. The Union shall refer job applicants from the seniority roster in the following manner:

(1) Applicants for employment shall report to the Union office in order to signify their availability for referrals. Such applicants shall so report either in person or via telephone, in accordance with procedures established by the Union from time to time.

(2) Union shall refer men by specialty from among those present at the time to the job or jobs for which requests have been received, in order of seniority as determined by seniority ranking.

(3) The Union shall refer the senior journeyman available in the specialty without regard to his prior employment record, and the Employer shall be the sole judge of his qualifications to perform the job. In referring men, the Union shall refer the senior journeyman present in all cases, and neither the Union nor the Employer shall have any obligation to attempt to equalize work.

(4) The Employer shall have the full and exclusive right to determine the qualifications of all applicants referred by the Union and to reject any applicant referred.

F. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policy or requirement.

G. If the Union has no building and construction journeyman for referral, it shall so notify the Employer and the Employer may thereafter hire from any source. At the Employer's option, the Union may refer persons who have not qualified as journeymen but such referral shall only be made after all building and construction journeymen have been referred.

H. When an individual journeyman has been employed by a contractor in the territorial jurisdiction of the Union within the preceding 12 months, the contractor may request this journeyman for hire, provided the journeyman is registered as available for work.

If a contractor makes a telephonic request to the dispatcher for a previous employee who is available for hire, the contractor shall confirm this request in writing and mail or fax a copy of the written confirmation to the Hiring Hall.

Per discussion with Business Manager use of the following Employee Termination Letter may be used by Contractor— sample letter as follows:

RE: Rejection of Applicant

As you know, Article VII, Referral System, Section 1E (4) of the Collective Bargaining agreement provided that "The Employer shall have the full and exclusive right to determine the qualifications of all applicants referred by the Union and to reject any applicant referred."

Pursuant to that Section, this is to advise you the Insert Company Name has made a determination that Insert Name of Employee is not qualified for employment with Insert Company Name. Accordingly, Insert Company Name hereby rejects Insert Name of Employee. Do not refer the applicant for the next year after the initial date of his/her last referral.

I. **Examination.** If the applicant shows on his application that he has less than five (5) years' actual experience, he can be refused registration as a journeyman.

2. A Review Board shall be established to consider disputes involving the seniority accorded a registrant and the referral or non referral of registrants and any aggrieved person may appeal the decision of the Review Board to a Permanent Impartial Arbitrator to be named by the Employers acting collectively and the Union. The Apprentice Coordinator assigned to Southern New Jersey by the United States Department of Labor shall be appointed Permanent Impartial Arbitrator if he is permitted to act in that capacity and is willing to serve as Permanent Impartial Arbitrator; but if the Apprentice Coordinator declines to accept the appointment, the Supervisor of Apprentice Training at the Camden County Vocational School, if such person exists and is in charge of the Plumbing and Pipefitting Trades, shall be appointed Permanent Impartial Arbitrator if permitted to act in that capacity and willing to serve as

Permanent Impartial Arbitrator. In the event that neither of these persons shall be available to serve as Permanent Impartial Arbitrator, the Employer and the Union shall mutually select and designate some other disinterested third party to serve as Permanent Impartial Arbitrator. The cost of the Permanent Impartial Arbitrator shall be borne by the Union except as otherwise specifically provided in this Agreement.

The Review Board shall be composed of the President and Business Manager and the Chairman of the Apprentice Training Program of the Local Union. All disputes referred to the Review Board shall be in writing and all decisions or dispositions made by the Review Board shall likewise be in writing. The Review Board shall establish such rules and regulations as it may deem necessary to govern the conduct of proceedings before it. Any appeal from the decision of the Review Board must be taken in writing within ten (10) days from the date of the decision of the Review Board, or the decision of the Review Board shall be final and binding.

Any dispute to be appealed to the Permanent Impartial Arbitrator hereunder must be in writing and the Impartial Arbitrator shall issue an award or decision in writing. The decision of the Permanent Impartial Arbitrator shall be final and binding on all parties.

3. The area to be covered by the seniority roster shall be as follows: All of the State of New Jersey contained within the following boundary lines; on the west by the Delaware River, on the north by a line following the center of High Street, Burlington County, New Jersey, to the Pennsylvania Railroad running from Camden to Mount Holly, Birmingham, Seaside Park and shore Points on the New Jersey Coast; along aforesaid Railroad to the Town of Whiting, striking a direct line Southeasterly to Barnegat Light. All territory south of aforesaid lines, including the counties of Camden, Gloucester, Atlantic, Cumberland, Cape May, Salem and part of Ocean & Burlington, are in the territorial jurisdiction of Local Union 322. In Burlington City and in Mt. Holly the manning requirements will be fifty percent (50%) of the work force from Local Union 322 and fifty percent (50%) from Local Union 9. The wages will be paid at the Local 9 rate.

Employment by each job applicant within the above described area in the Building Construction Trades as a Union Plumber, a Pipefitter or Refrigeration and Air Conditioning mechanic employed by a signatory contractor to this Agreement shall be considered in determining the total area seniority of the applicant. The Union shall have the right to require each applicant to furnish such data, records, names of employers, etc., as may be deemed necessary to establish the seniority of the applicant and said applicant shall complete such registration forms as the Union may submit to him. The Union assumes no responsibility for obtaining supporting data or records from any Employer, and it shall be the responsibility of each applicant to supply to the Union all data and records necessary to establish his area seniority, if any. Applicants without area seniority shall be added at the bottom of the out of work group in the order of their appearance for registration. Applicants for registration shall designate the specialty in which they are qualified as journeymen.

4. As a part of the referral system, the Union shall maintain a separate list of apprentices. Any person regularly enrolled in any apprentice training program in the Plumbing and Pipefitting industry approved by the Apprentice Training Division of the United States Department of Labor shall be eligible for inclusion on the apprentice roster upon application to the Union; provided, however, that the Apprentice Training Committee of the Union shall have full authority to assign apprentices in accordance with the provisions of the Apprentice Training Agreement. Apprentices shall be placed on the roster in accordance with their area apprentice seniority as determined by employment as an enrolled apprentice within the area.

It is the intention of the parties that the Apprentice Training Committee, in order to insure proper and adequate training of apprentices in the various specialties, shall have complete discretion and authority to assign apprentices in accordance with established schedules and training programs without regard to seniority. Seniority of apprentices shall not in any case be applied in a manner inconsistent with this purpose.

Upon completion of apprentice training, apprentices shall be added to the area seniority roster as of the date they are certified as journeymen and credit for prior work in the area as an apprentice shall be accorded in establishing their area seniority.

Apprentices shall have the right to appeal any dispute to the Review Board and to appeal the decision of the Review Board to the Permanent Impartial Arbitrator.

5. The Union shall indemnify the Association and the Employer and hold them harmless from any liability arising out of the operation of the referral system provided the Association and/or Employer have not violated any of its obligations contained in this Article.

6. Unless a preliminary interview is specifically requested by an Employer, any request for journeymen or apprentices from the Hiring Hall shall be considered as an agreement to hire the employee referred.

All employees shall be paid for preliminary interview time where a preliminary interview is specifically requested subject to the following:

A. Where a preliminary interview is requested and the employee referred is hired by the Employer, the employee shall be paid from the time of his arrival at the job site or the Employer's premises.

B. Where a preliminary interview is requested and the employee is rejected by the Employer, the employee shall be paid for all time in excess of one (1) hour from the time of his arrival at the job site or the Employer's premises.

ARTICLE VIII Tools

1. Plumbers may supply all hand tools up to and including 14" wrenches. All tools that are worn out, broken or stolen shall be replaced by Employer for whom plumber is working; replacement shall be of same quality as original tools. The employees shall conscientiously safeguard against damage, loss and pilferage to the extent reasonably possible, all tools which are furnished to them by the Employer. The Employer agrees that it will provide suitable and safe receptacles for all tools, both those of the Employer and of the employee; however, nothing herein shall impose any financial responsibility upon the employees.

ARTICLE IX Temporary Heat

1. All boilers or any mechanical heating and cooling equipment for temporary heat or cooling are to be fired or maintained by journeymen employees covered by this Agreement. There shall be three (3) shifts of eight (8) hours in each twenty-four (24) hour day, seven (7) days a week. The rate of pay for all work performed under this Article between the hours 12:01 A.M. on Monday and 12:00 midnight Friday shall be at the regular hourly rate as set forth in Article XVIII (page 19). The rate of pay for work performed between the hours of 12:01 A.M. Saturday and 12:00 midnight Sunday and all holidays observed under the terms of the Agreement shall be 1½ times the regular hourly wage rate. No journeymen shall quit firing a boiler or maintain any equipment until a satisfactory substitution has been made. Journeymen must fire and maintain boilers and equipment until final acceptance of the job by owner and final release has been signed by Employer and journeyman notified that said job has been turned over and accepted. This section shall not apply to domestic work.

All other temporary heat and cooling where steam or hot water is used regardless of source of supply shall be maintained by journeymen employees of the Employer. During the standby periods of temporary heating and cooling, the Employer shall assign work to be performed where practical. Where less than three (3) shifts are required, premium time must be paid for all time before the normal starting time as defined in Article III, Section 2 (page 2) and for Saturdays, Sundays, and all other holidays in accordance with Article IV, Section 1 (page 3).

All temporary air and water shall be manned entirely by Journeyman members of Local 322 on all work except: Commercial, Institutional, Public Buildings, Recreational, Residential or Domestic.

All Temporary piping shall be installed by journeymen covered by this Agreement.

ARTICLE X Work Jurisdiction

The terms of this Agreement shall apply to any and all employees of the Employer who are employed or are to be employed in the performance of any of the tasks or in connection with any of the work hereinafter enumerated.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewerage and vent lines.

2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, 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 building, including water meters and water meter fountains.
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.
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 X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and all piping used in connection with shipbuilding and shipyards.
17. All paper-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, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all under-feed stokers, fuel burners and piping, including gas, oil, powder fuel, hot and cold air pumping and all accessories and parts of burners and stokers, etc.
26. All ash-collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals or any other method.

33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerator, ice-making, humidifying, dehumidifying, dehydrating by any method, and the charging, testing and servicing of all work after completion.

34. All pneumatic tube work and all piping for carrying systems of vacuum compressed air, steam, water or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, setting basins and aeration basins.

37. All process piping for refining, manufacturing, industrial and shipping purposes, of every character and description.

38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with the pipefitting industry.

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 of 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 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.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members.

49. All piping for cataracts, cascades, i.e., (artificial water falls), makeup 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 materials or product manufactured into pipe usable in the pipefitting industry regardless of size or shape.

51. Installation of water lines, sewer lines, oil tanks and water softeners.

52. It is mutually agreed that the operation, maintenance, repair and protection of all tools and equipment used by the U.A. mechanics is the work of a U.A. mechanic. It is the intention that the U.A. mechanic shall have complete control of his own equipment. The equipment referred to in this section shall include but not be limited to pipe threading and cut-off machines, hoists, A-frames, Homelite generators, electric drills, etc. ... any and all test pumps—including Hydro Laser, auto welding machine (Astro-Arc), Power Pipe Joiners, Single man controlled self propelled platforms, portable hydraulic lifts.

Company pickup trucks are considered tools of the trade and may be used for transporting men and material to various job tasks.

The parties acknowledge that there will be new equipment, methods, and materials in the plumbing, pipefitting, heating and air conditioning industry. Any such new equipment, methods and materials which are in any way related to the foregoing enumerated tasks shall be included in the work jurisdiction of the Union and the employees covered hereunder.

The aforementioned work jurisdictional definitions are subject to the existing Agreements that have heretofore been entered into between the International Union of which this Local Union is an affiliate and any other International Unions affiliated with the Building and Construction Trades Department of the AFL-CIO.

53. Start, test and balancing on hydronic systems shall be performed by qualified journeymen of

Local 322 who have been trained to perform this type of work.

ARTICLE XI Safety

1. Training: All Local 322 apprentices and journeymen shall be certified in basic safety, hazardous communication, or any certifications required to perform their work covered under this Agreement. Except as provided herein, such certifications in basic safety, hazardous communications or any other required certifications shall be done at the Union's sole expense. In the event that any additional safety training and/or courses are required by the project owner or contractor and Local 322 cannot sufficiently perform such training and/or provide such courses, then in such event, the contractor agrees to pay for the cost of such course only, exclusive of wages for which the contractor shall have no responsibility.

2. The employees covered by the terms of this Agreement shall at all times while in the employ of the contractor be bound by the safety rules and regulations as established by OSHA.

All employees covered by this Agreement required to work in any area where they are exposed to acids and caustics or other hazardous conditions shall be provided with new protective clothing by the Employer. All welders are to be supplied with all necessary new leather clothing.

3. Where employees are required to take a test or certification, such employees shall be paid in accordance with Article III, Section 6 (page 3) at the regular journeyman's rate for the time consumed. Welding tests shall be supervised by a qualified welder. Tests to be given in jurisdiction of Local 322.

ARTICLE XII Working Rules

1. The Business Manager, Assistant Business Manager, Business Agent and Financial Secretary shall have the authority of going on all jobs where employees of the Employer are working.

2. There shall be only one member of any firm not a member of the Union permitted to work with tools, providing he has in his employ one (1) Journeyman from Local 322.

3. All employees covered by this Agreement shall be furnished with an adequate change house and it shall be heated between October 1 and April 30. There shall be at least five (5) feet square or twenty-five (25) square feet of floor space for each man. No material shall be stored in change house area.

These change houses and/or trailers to be equipped with benches and tables.

4. Employees covered by this Agreement shall be furnished at the job site with flush type toilet facilities. These toilets may be connected to an existing sewer line or a septic system.

Jobs employing ten (10) men or less or for a period of one month or less may use chemical toilets and urinals in place of permanently connected facilities.

In no case shall employees be required to work on a construction job where the toilet facilities do not comply with all the laws of the State of New Jersey.

These facilities shall be supplied with running water for employees to wash and shall be adequately heated.

5. No Employer shall lease or hire any automobile or other vehicle from any employee covered by this Agreement nor shall any employee furnish any automobile or other vehicle to any Employer or make any arrangement with an Employer to transport men or material other than to provide personal transportation to and from work at the beginning and end of each shift.

6. Whenever the employees covered by this Agreement are required to use a time clock on any job, employees shall ring in on their own time in the morning but shall ring out at the end of the working day on the Employer's time. It is the intent and purpose of this paragraph to require that the last employee leaving the job shall ring out his time card no later than the regular quitting time. Time clocks shall be placed at the entrances and exits of jobs.

7. Journeymen shall not be required to use laborers to assist them. If assistance is required, other journeymen or apprentices must be employed. All fitter-welders shall have a fitter with him for set up. Safety to be adhered to at all times.

8. All pipe up to and including 2" diameter shall be fabricated on the job or shop in the jurisdiction of Local 322 using Local 322 members. All pipe supports coming under the jurisdiction of the U.A. shall be fabricated on the job site by employees covered by this Agreement. Catalogue items such as U-bolts, pipe clamps, etc., shall be excluded.

9. Journeymen employees of the Employer shall unload all material pertaining to the trade at point of delivery on the job site and distribute same to place of installation or storage. All tool rooms and stock rooms which dispense tools and material to be used by the employees of the Employer shall be manned by journeymen employees.

A. When an "A" frame is used, it shall be manned by at least two (2) journeymen.

B. Whenever the use of a crane or cherry picker is required to unload or install any piping or equipment included in the work jurisdiction of the United Association, the Employer shall assign a signal man to such piece of equipment who is a qualified journeyman covered by this Agreement.

10. All supplies, materials and equipment delivered to the job site shall be unloaded, stored and handled only by employees covered by this Agreement. At least one journeyman shall be employed on the job from the commencement of such deliveries.

11. All employees of the Employer shall be allowed a coffee break in the morning. Employer and Foreman shall set the time of the coffee break. All jobs shall be supplied with clean, potable drinking water at all times. This water shall be cooled between May 1st and October 15th.

ARTICLE XIII Substance Abuse

1. 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.

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

This Drug and Alcohol Policy shall only apply to applicants and employees hired under this Agreement between Local Union 322 and the South Jersey Mechanical Contractors Association.

All medical personnel, the employer, supervisors, owner/client laboratory testing facility and all other personnel shall adhere to the American College of Occupational and Environmental Medicine's Code of Ethical Conduct for Physicians Providing Occupational Medical Services (reaffirmed by the Board of Directors of ACOEM October 28, 1988 and ACPEM Drug Screening in the Workplace Ethical Guidelines February 9, 1991). In the case of "positive" results of any test, the affected applicant for employment shall be so advised by the medical personnel who conducted the test on a confidential basis, prior to the reporting of the result to the employer or prospective employer, and the applicant shall have the right to discuss and explain the results, including the right to advise such medical personnel of any medication prescribed by his/her own physician which may have affected the results of the test. This information, too, shall remain confidential between the applicant and the medical personnel.

In the event an applicant for employment referred by the Union is rejected for employment as a result of failing a substance abuse test as referred to herein above, 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 said proof in form reasonably satisfactory to the Union, the Union shall place the applicant for employment back on the out of work list.

In the event that an applicant for employment is referred for employment by the Union and, after hired by an Employer, is required to submit to substance abuse testing, and fails a substance abuse test administered by the Employer, owner, client, general contractor, or as otherwise required by federal or state law or regulation, the Employer shall be entitled to terminate the employment of such employee. In such case, the employer and the employee shall each be obligated to immediately give notice of said

termination and the reason therefore to the Union. In such event, the Union shall immediately notify the Association and shall not return the employee to the out of work list until such time as the employee obtains and presents in writing to the Union either:

(a) 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 satisfactory to the Union, the Union shall return the former employee to the work eligible list as of that date.

It is understood that the use, possession, transfer or sale of alcohol or illegal drugs, narcotics or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under this Agreement.

All applicants for employment will undergo a drug and alcohol screening prior to being allowed to report to work. Each applicant must pass the drug and alcohol screening as a condition of employment.

The Employer agrees to pay the cost for administering the drug and alcohol screening.

An Employer may require that an employee involved in an industrial accident which resulted in injury to the employee or others or damage to plant, property or equipment be tested for drugs and/or alcohol.

The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least one other responsible person along with one company manager or supervisor.

Employees who refuse to take a test where the prerequisites set forth in this paragraph have been met may be discharged at the discretion of the employer.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the applicant's or employee's ability to perform work, is a basis to refuse the applicant/employee employment.

Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in grievance procedures as outlined in Article XIV (page 13).

The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee.

A sufficient amount of a sample shall be taken to allow for two (2) different test methods. In the event a question or positive result arises from the first test, a second test method must be utilized before action can be taken against the employee or applicant.

There will be no random drug and alcohol screening by the signatory Employer. However, in the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of Federal, State, Government agency or client requirement, such requirements will be implemented.

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 Local Union 322's Health & Welfare Fund at the time. The cost of such rehabilitation care and the obligation to pay for same shall solely be that of the employee subject to the eligibility of such employee for such benefits under the Union Welfare Fund.

ARTICLE XIV Grievance Procedure

1. The Employer agrees that the sole person or persons authorized or having the power to act as agent of the Union legally with respect to matters arising out of this Agreement or arising out of the relations between the Employer and the Union are the Union's Executive Board acting collectively, the duly elected Business Manager of the Union and the duly elected President of the Union, all of whose

names will be submitted in writing as hereinafter provided, or such substitute or additional persons as the Union may hereafter formally designate by written notice to the Employer. The Union shall not be responsible for the acts of any other persons, including members and employees of the Union.

2. The Business Manager will select a Steward on all jobs. The Employer agrees to recognize and meet with the Steward. The authority of the Steward is limited solely to bringing grievances to the attention of the Union and Employer. As to all other matters, neither the Steward nor the employee nor any group of employees shall be deemed an agent of the Union or authorized to bind the Union.

The duties of Stewards on jobs on a fifty (50) man job; the Steward shall be present when new transfers or hires arrive on the job site. He shall have a direct line of communication with the General Foreman.

3. Neither the Union nor its officers, agents or members shall in any way be held liable for any unauthorized strikes, slowdowns, work stoppages or any other form of action which results in delay or stoppage of work or production, nor will the Union be held liable for any unauthorized acts or activities of its officers, agents or members. The Union will, however, use its best efforts to prevent any of the aforementioned activity.

4. The Employer may, subject to the grievance procedure herein provided, discipline or discharge any employee with respect to such work stoppage, if he is at fault, and this shall constitute the Employer's sole and exclusive remedy for such action. This clause is the essence of the contract and one of the main considerations motivating the Union in entering into this Agreement, and in the event the Employer or any of its representatives files any action in law or in equity for any of the things herein stipulated, except for action in law or in equity brought by the Employer to compel the performance by the Union with a decision of the Permanent Impartial Arbitrator or his alternate, or a decision of the Joint Conference Committee, or induces or encourages any other person, association or corporation to do the same, this Agreement may be terminated by the Union upon notice in writing to the Employer, irrespective of any term or condition, written or implied, in this Agreement.

5. It is stipulated and agreed by and between the parties to this Agreement, that by the act of the International Union approving this contract as to form and substance, the said International Union, its officers or agents shall not in any manner become a party to this Agreement, nor is there any duty or obligation imposed upon the International Union, its officers or agents, respecting the terms and conditions of this Agreement in any manner whatsoever.

6. It shall not be a violation of this Agreement or of the no-strike clause if members of the Union refuse to cross a picket line established in accordance with the rules of the Building Trades Council of Atlantic and Camden Counties and Vicinity, the United Association or the Building and Construction Trades Department, AFL-CIO.

7. All grievances and disputes of any kind between any of the employees covered by this Agreement or the Union and the Employers, shall be adjusted in the following manner:

A. Grievances and disputes shall first be discussed between the Business Manager of the Union and the Employer involved.

B. In the event that the parties fail to adjust the grievance or dispute within twenty-four (24) hours after it is first brought to the attention of one of the parties, it shall then be referred to the Joint Conference Committee ("The Committee"). The Committee shall be composed of six (6) members, three (3) of whom shall be appointed by the Union and three (3) by the Employers acting collectively unless otherwise mutually agreed, but at all time shall consist of any equal number of the designated representatives of the Employer and the Unions. The Committee shall meet within forty eight (48) hours after the Chairman of the Committee has been advised of the continued existence of a grievance or dispute. A quorum of four (4) members shall be required to hold a meeting of the Committee and all decisions shall be made by majority vote. The Committee shall meet at the call of a representative either of the Union or of the Employer within the time designated above and shall consider any unresolved grievance or dispute brought to its attention, which cannot be settled in accordance with Section 7A. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit. The Committee may formulate rules of procedure to govern the conduct of its proceedings. A decision by a majority of any panel of the Committee shall be final and binding on the parties and employees involved and shall immediately become effective. Failure of either party involved to comply with any final decision of or to submit to the jurisdiction of the Committee shall give the other party the immediate right to all legal and economic recourse.

C. If the Committee fails to resolve any grievance or dispute presented to it within forty-eight (48) hours after the commencement of its meeting, or if the Committee fails to meet within the time

prescribed above, then the grievance or dispute shall be presented to impartial arbitration. In the event the Union and the Association cannot agree on the selection of an impartial arbitrator within twenty-four (24) hours, then the arbitrator shall be selected through the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The Impartial Arbitrator shall, unless otherwise agreed to by the parties, render his decision within forty-eight (48) hours after the close of the hearing. The decision of the Impartial Arbitrator shall be binding upon both parties and shall immediately become effective. The Union agrees that it will not call any strike or work stoppage and the Employer agrees that it will not order any lock-out while a grievance or dispute is being processed through the grievance procedure, and the parties further agree that there will be no strikes or lock-outs over any matter that is subject to the grievance procedure, provided the terms and conditions of the decision of the Joint Conference Committee or the Impartial Arbitrator are fully complied with.

The following shall not be considered as grievances or disputes subject to the grievance and arbitration procedure but shall be considered as violations of the Agreement permitting the Union to withdraw its men from the job to strike and to engage in other forms of concerted activity:

1. Failure of the Employer to pay wages at the time and place and in the amount designated in this Agreement and the Schedules annexed hereto.
2. Failure to make payments to the Health and Welfare, Pension, Annuity, Education and Health & Welfare (Vacation benefit) Dues Checkoff and Job Recovery Program, as set forth in Article XVII, Section 1E (page 17) and Section 3B (page 18).
3. Failure to abide by the Arbitrator's award or to submit a grievance to the Joint Conference Committee or to the Permanent Impartial Arbitrator or his alternate.
4. Failure to make the appropriate contributions to the State funds on account of Unemployment Compensation and Temporary Disability Benefits irrespective of the number of employees employed by the Employer and the number of weeks of employment.
5. Failure on the part of the Employer to maintain Workmen's Compensation Insurance coverage for its employees.

It is understood that any claim by the Employer of a violation on the part of the Union of its no-strike pledge shall be a grievance subject to arbitration.

The costs of arbitration shall be shared equally by both parties.

ARTICLE XV Management Rights

1. Except as limited by the provisions of this Agreement, the management of the Employer's business and direction of the working force including the right to maintain the discipline and efficiency of employees and to require employees to observe reasonable Employer and owner rules and regulations and to suspend the discipline and discharge employees for just cause are to be the sole right and function of the Employer.

ARTICLE XVI Security Clause

1. It is understood and agreed that this Agreement supersedes any other Agreements heretofore made between the parties.

2. In the event that amendments, modifications or changes are made in existing laws which will permit a different form of Union security than contained in this Agreement, such provisions shall be substituted for or otherwise included in as part of the terms of this Agreement.

3. The provisions of this Agreement are in no way affected by or subject to any of the provisions of the Constitution, By-Laws or Working Rules of the Local Union or of the International Union.

4. If any provision of this Agreement shall at any time be in conflict with the Labor-Management Relations Act of 1947 or as the same is or may be amended, then such provision shall be deemed modified, but to continue in effect to the extent permitted by the applicable law. However, if at any time thereafter, such provision shall no longer conflict with the law, then it shall be deemed restored to the Agreement with the same force and effect as if it had not been in conflict with the law.

5. Most Favored Nations Clause: No Contractor bound hereunder shall be required to pay higher

wages or be subject to less favorable working conditions than those applicable to other contractors employing persons presented by the union performing such similar work in the same jurisdiction.

Exceptions: National Agreements, Project Agreements and Organizing Efforts.

6. Security Clause: The undersigned does hereby agree to be bound to the following Agreement by Local 322 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO and the South Jersey Mechanical Contractors Association of New Jersey, Inc. 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 and Combination Local Unions within the State of New Jersey affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO.

7. If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XVII

Schedule of Fringe Benefits

1. The Employer shall pay to the Health & Welfare Fund, Vacation Benefit, Pension Fund, Education Fund, Annuity Fund, Industry Fund and PAC according to the following table for each hour paid to each employee covered by this Agreement. Of the total sum of monthly contributions to the Health & Welfare Fund, monies shall be allocated by the Health & Welfare Fund Trustees to the cost of providing welfare benefits to retirees with the particular benefits to be determined by the Health & Welfare Fund Trustees. The total Health & Welfare contributions required pursuant to the terms of this Agreement shall be paid by the Employers into the Health & Welfare Fund for the purpose of providing benefits for employees who are employed within the territorial jurisdiction of the Union, provided these employees meet the eligibility requirements as determined by the Board of Trustees.

When overtime work is performed, all fringe benefit payments shall be at time and one half where time and one half is required to be paid, double where double time is required to be paid.

SCHEDULE OF FRINGE BENEFITS

	5/1/11	5/1/12	5/1/13
Health & Welfare	\$ 14.95		
Vacation Benefit	\$ 2.50		
Pension Fund	\$ 10.29		
Education Fund	\$.70		
Annuity Fund	\$ 4.30		
Industry Fund	\$.25		
P.A.C. (deduct)	\$.25		

May 1, 2012: \$1.55 per hour to be allocated

May 1, 2013: \$1.75 per hour to be allocated

A. The Association agrees that each Employer shall checkoff from the wages of employees covered by the Agreement voluntary contributions currently \$.25 per hour authorized in writing by employees to the U.A. Local 322 Political Action Committee.

Money checked off shall be remitted to the Union monthly no later than 15 (fifteen) days following the end of the month.

B. The Union shall furnish the Employer with a signed written authorization from each employee from whom checkoff is to be made. The Union warrants that such authorizations are voluntarily made and may be revoked at any time by the employees in writing.

C. The Union agrees that the U.A. Local 322 Political Action Committee shall reimburse each Employer for its actual out of pocket expenses directly resulting from implementation of the checkoff.

D. The Union agrees to indemnify the Employer and hold it harmless from any liability it may incur

as a result of the checkoff.

E. **Dues Checkoff & Job Recovery** - The Employer shall deduct from the wages of Employees covered by this Agreement initiation fees and dues (regular and working dues) upon presentation to it of a lawful checkoff authorization executed by the employee. The amount of such fees and dues shall be as certified by the Financial Secretary Treasurer of the Union. Said payroll deductions shall be made on a weekly basis and shall be remitted to the Union on either a weekly or monthly basis as the Union in its sole discretion shall decide. Such remittance shall be received in the Union Office no later than five (5) days after the date of deduction in the case of weekly remittance, or no later than the fifteenth (15th) day of the month following the month for which contributions are due in the case of monthly remittance. Every Employer whose Dues Checkoff & Job Recovery reports and/or payments are received in the Administrative Office after the fifteenth (15th) day of the month following the month for which contributions are due shall be assessed an interest penalty on all outstanding contributions. Such interest penalty shall be calculated from the due date of the delinquent contributions at the rate of prime plus two percent (2%) which rate shall be established and re-established on January 1 and July 1 of each year as published by *The Wall Street Journal*. Such delinquent Employer shall also be assessed all costs of collection including reasonable attorney's fees and auditor's fees incurred in collection efforts. If the delinquent contributions and contribution reports remain outstanding for ten (10) days or more from the date of the first notice of delinquency, liquidated damages shall also be assessed and become immediately due and payable along with all other monies. Such liquidated damages shall be in the amount of ten percent (10%) of the delinquent contributions. A list of all employees for whom deductions have been made indicating the amount deducted from each shall accompany each remittance.

2. Each of these Funds except the Industry Fund and PAC shall be jointly administered by an equal number of Union and Employer Trustees. The administration of these Funds shall be governed by a Trust Agreement and the Employer agrees to be bound by the terms and conditions of such Trust Agreement and any amendments, modifications or additions

A. The funds received by the Industry Board shall be considered as trust funds to be used for the purposes of providing and improving journeymen and apprenticeship training; assisting and aiding the plumbing and pipefitting industries in continuing the high degree of skill which they now enjoy; counseling and advising and rendering such other assistance to the parties to this Agreement as will aid and facilitate efforts to effectuate high standards in the industry; meeting with representatives of public and quasi-public bodies or groups and with other groups or associations in the construction industries and allied fields; acquainting the public at large with the work of the plumbing and pipefitting industries; fostering good public relations.

B. None of the funds received by the Industry Board shall at any time be used for any purposes detrimental to the interests of organized labor or contrary to the terms and conditions of any effective Collective Bargaining Agreement to which the Union, Association or any of its members shall be party nor shall any of the funds received by the Industry Board be used for the purpose of subsidizing the Association in any of the expenses it may incur in collective bargaining with the Union except the Industry Fund may pay the cost of meeting rooms, meals, transportation, and reimburse lost wages of Employers or employees of any Employer when engaged in collective bargaining with the Union. No action shall be taken by the Industry Board which violates any of the anti-trust or monopoly laws of the State of New Jersey nor shall the funds received be used for any political purpose.

C. The Association shall present the Union with a Trust Agreement providing for the administration of the Industry Fund which Trust Agreement shall meet with the Union's approval. Any changes which are made in the Trust Agreement shall be made only by mutual agreement of the parties. Any provision in the Trust Agreement to the contrary notwithstanding the Union shall receive not less than semi-annually an audited report of the receipts and disbursements and assets and liabilities of the Industry Board. The Union's participation in the Industry Board shall be as observers. Designated representatives of the Union shall be invited to the meetings of the Industry Board. The officers of the Board and its employees shall, at meetings, report on the activities of the Board during the previous month. Copies of the minutes of each meeting shall be prepared and furnished to the Union representatives to the Industry Board. In addition, the Union shall receive copies of any other reports which are transmitted by the Industry Board to the Association, including any annual reports of employees of the Board and any proposed budgets or plans for future action.

3. All payments required under Article XVII above shall be received in the Fund Office no later than the fifteenth (15th) day of the month following the month for which contributions are due for and on account of hours paid to employees covered by this Agreement. Payments shall be made by check,

payable to Local Union 322 Disbursement Account. Each Employer shall submit, along with payment, a report of the number of hours paid to employees covered by this Agreement and the amount of payment to each Fund as required by this Agreement.

The payments to the Health & Welfare Fund for a Vacation benefit shall be added to gross wages, subject to withholding taxes and then deducted from net wages.

A. The Employer agrees, subject to the conditions hereinafter set forth, to pay to the Health & Welfare Fund, Pension Fund, Education Fund, Annuity Fund and Industry Fund, each separately, money to be held in escrow as surety to be forfeited in whole or in part, as may be appropriate, as and when the Employer fails to meet and comply with provisions and requirements of this Agreement related to the payments to the Funds enumerated, if his relationship to the Union falls within one of the following categories:

(1) A newly-established company.

(2) An Employer who has failed to meet any requirements of this Agreement relating to the Funds.

(3) An Employer whose employment is to be temporary or occasional.

In lieu of cash payments to be placed in escrow the Employer may provide the Funds with indemnity bonds or other surety or collateral satisfactory to the Funds which shall be forfeited to the Funds as and when the Employer fails to meet any of the provisions and requirements of this Agreement relating to payments to each and all of the Funds, provided, however, that if this is done, the value of such bonds or collateral shall be in an amount fifty percent (50%) higher than the required cash amount for escrow deposits.

The amount to be paid as cash in escrow shall be equal to the amount of fringe benefit contributions (all funds combined) such Employer will be required to pay for forty-five (45) days at eight hours per day for each covered employee to be referred to such Employer.

Placing money in escrow with the Funds shall not relieve the Employer of meeting any and all other requirements and provisions of this Agreement relating to the Funds. The money may be held in escrow until the completion of the job and the complete compliance with the requirements and responsibilities of the Employer to the Funds or until such time as the parties by mutual agreement shall authorize release of the funds. Should the Employer not make payments to each and all of the Funds in accordance with this Agreement, the money or other things of value placed in escrow shall be forfeited to each Fund to the extent equal to the amount due each Fund, and the balance only, if any, shall be returned to the Employer.

B. **Fringe Benefits** – Every Employer whose contribution reports and/or payments are received in the Fund Office after the fifteenth (15th) day of the month following the month for which contributions are due shall be assessed an interest penalty on all outstanding contributions. Such interest penalty shall be calculated from the due date of the delinquent contributions at the rate of prime plus two percent (2%) which rate shall be established and re-established on January 1 and July 1 of each year as published by *The Wall Street Journal*. Such delinquent Employer shall also be assessed all costs of collection including reasonable attorney's fees and auditor's fees incurred in collection efforts. If the delinquent contributions and contribution reports remain outstanding for ten (10) days or more from the date of the first notice of delinquency, liquidated damages shall also be assessed and become immediately due and payable along with all other monies. Such liquidated damages shall be in the amount of ten percent (10%) of the delinquent contributions.

C. Failure to comply with the provisions and requirements of this Article related to the payments to the Funds and Administrative Office shall be considered and shall constitute a violation of this Agreement and the Union may, at its discretion, withdraw employees from the employment of the defaulting Employer if he fails to meet or comply with any of the provisions set forth in this Article. The Union shall not be considered in violation of this Agreement if it does so, and this Agreement shall not be considered as rescinded or abrogated because of such action. In addition, the Union may after withdrawing employees, picket any and all jobs of the defaulting Employer.

4. Each of any of the Funds referenced in this Article may engage a certified public accounting firm or other firm or person to periodically audit the books and records of any contributing Employer for the purpose of verifying contributions due and owing the respective Fund and/or liabilities for contributions due and owing to such Fund. The Employer shall make available to any Fund auditor all books and records requested by the auditor and/or Board of Trustees, including but not limited to, compensation insurance audits and any other pertinent records deemed necessary for the purpose of ascertaining and/or verifying payments and/or determining liabilities. Such records shall be made

available to Fund auditors upon reasonable notice. In the event such audit shall disclose for any period a deficiency in the payments reported owed for the period under review and/or paid to the Fund(s) of ten percent (10%) or more of the amount that shall have been paid for such period under this Agreement, the cost of the audit may be assessed against the Employer at the discretion of the Trustees.

5. Before the commencement of any work in the jurisdiction of the Union, the Employer shall furnish proof to the Union that it has already obtained a registration or identification number from the Bureau of Employment Security or has petitioned the Bureau for permission to cover its employees under unemployment and temporary disability compensation.

When one (1) or more journeymen are employed, the Employer must carry New Jersey State Unemployment Compensation and Disability Insurance.

All employees employed in the territorial jurisdiction of Local Union 322 shall be covered by the New Jersey State Temporary Disability Benefits Plan regardless of any private plan which may be carried by the Employer.

6. When General Foreman, Area Foreman, Foreman, and Apprentice are unable to work due to inclement weather, all fringes shall be paid.

ARTICLE XVIII Schedule of Wages

	5/1/11	5/1/12	5/1/13
Journeyman	\$ 39.52		
Foreman	\$ 43.47		
Area Foreman	\$ 47.42		
General Foreman	\$ 51.38		

May 1, 2012: \$1.55 per hour to be allocated

May 1, 2013: \$1.75 per hour to be allocated

The Union, in its sole discretion, shall have the right to allocate the wage increases in whole or in part to any of the Fringe Benefit Funds and the P.A.C.

ARTICLE XIX Executive Committee

1. The Union and Association agree to form an Executive Committee to consist of four (4) members from the Union and four (4) from the Association to review and discuss issues of relevance to employment in the plumbing and pipefitting industry. The Committee shall meet monthly. It is understood that the Committee is advisory in nature and shall have no power without the consent of the Union and Association, to alter or amend any of the terms or conditions of the Collective Bargaining Agreement nor shall any matter considered by the Committee be subject to the grievance and arbitration procedures of the Agreement. The parties shall not discuss any issue which could be considered as a restraint of trade.

ARTICLE XX

1. This Agreement shall be in full force and effect from the 1st day of May, 2011 until the thirtieth day of April, 2014 and from year to year thereafter unless notice of termination or modification is given in writing by either party to the other sixty (60) days prior to the expiration of this Agreement and subsequent anniversary dates.

2. Nothing contained in this Agreement shall in any way deprive the Union of its right to strike upon the expiration of this Agreement as provided in Section 1 above.

3. It is agreed that all of the provisions of the Memorandum of Settlement effective May 1, 2011 which the parties entered into following the conclusion of negotiations which have not been incorporated herein shall be incorporated by reference and shall be of full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

South Jersey Mechanical Contractors, Inc.

By _____ President Attest _____ Secretary

Local Union 322 United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, AFL-CIO

By _____ Business Mgr. Attest _____ Secretary

The undersigned Employer hereby adopts and agrees to be bound by the foregoing Agreement between South Jersey Mechanical Contractors Association, Inc. and United Association Local Union 322.

Pursuant to Article XVII, Section 5 (page 19), the Employer certifies the following information:

1. New Jersey Division of Employment Security Employer Registration or Identification (Unemployment & Disability) No. _____

2. If Temporary Disability Benefits are insured under a Private Plan, give:

Name of Insurance Co. _____ Policy No. _____

Expiration Date of Policy _____

Attach verified copy of policy and notice of coverage in jurisdiction of Local 322

3. Contractor's Workers Compensation - In the event that any signatory employer's workman's compensation policy is cancelled for any reason during the term of this Agreement, within seven (7) days of that cancellation, the employer must notify the Union of that cancellation and identify the name of the insurance company who cancelled the policy, the date the cancellation is effective, the reason for the cancellation and all steps the employer is taking to obtain new coverage, including but not limited to, within seven (7) days of receipt of new coverage, the name of the new insurance company providing workman's compensation coverage, the date of the policy, the policy number and the expiration date of the new policy.

Attach copy of Workers Compensation Certificate of Liability Insurance Policy

Name of Insurance Co. _____ Policy No. _____

Expiration Date of Policy _____

FULL NAME OF EMPLOYER

PRINT NAME OF AUTHORIZED AGENT

STREET ADDRESS

SIGNATURE OF AUTHORIZED AGENT

CITY STATE ZIP

DATE APPROVED

PHONE # FAX #

EMAIL – PRINT CLEARLY

LOCAL UNION 322

BUSINESS MANAGER

DATE APPROVED BY LOCAL 322

EMAIL ADDRESS office@local322.org

