

WP-AC2

PROJECT LABOR AGREEMENT

BETWEEN

**PASSAIC COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL,
AFL-CIO**

AND

General Contractor Name & Address

IN CONNECTION WITH

**WILLIAM PATERSON UNIVERSITY
PROJECT
Recreation and Health Sciences Center
Renovations and Addition
WP-23-01-29**

ARTICLE 1 – PREAMBLE

WHEREAS, _____, on behalf of itself, and reflecting the objectives of William Paterson University (“WPU”), as Owner, desires to provide for the efficient, safe, quality, and timely completion of the Recreation and Health Sciences Center Renovations and Addition (“Project”) in a manner designed to afford lower costs; and

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

1. Avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promotes labor harmony and peace for the duration of the Projects;
2. Standardizing the terms and conditions governing the employment of labor on the Projects;
3. Permitting wide flexibility in work scheduling and shift hours and times from those which otherwise might obtain;
4. Receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
5. Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
6. Ensuring a reliable source of skilled and experienced labor;
7. Expediting the construction process; and

WHEREAS, the signatory Union(s) desire the stability, security and work opportunities afforded by a Project Labor Agreement; and the Parties desire to maximize Project safety conditions for both workers and the public.

NOW, THEREFORE, the Parties enter into this Agreement.

SECTION 1. PARTIES TO THE AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between [Name of General Contractor] (“General Contractor”) and its successors and assigns and the Passaic County Building and Construction Trades Council, AFL-CIO (hereafter referred to as "County Council") on behalf of itself and its affiliated local union members ("Local Unions"), and the signatory Local Unions affiliated with the County Council on behalf of themselves and their members, in connection with the Project.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the signatory Local Unions affiliated with the County Council and County Council are referred to singularly and collectively as "Union(s)" unless where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include General Contractor and its subcontractors of whatever tier that are engaged in on-site Project construction work as further defined in Article 3 and Exhibit "B". William Paterson University is referred to as the "Owner", the Passaic County Building and Construction Trades Council, AFL-CIO is referenced as the "County Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project." "Supplier" shall mean an entity that supplies merchandise, goods or services to the Projects.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless each of the following conditions is met: (1) The Agreement is signed by the County Council, and the Local Unions affiliated with the County Council having jurisdiction over the Project work; and (2) The Agreement is signed by the General Contractor.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, the General Contractor, and all Contractors performing work on the Project, as defined in Article 3, Section 1. The General Contractor agrees that neither it nor any of its subcontractors of whatever tier will contract for or perform any Construction Work at the Projects except to a person, firm or corporation who is signatory to the Local Collective Bargaining Agreements attached as Schedule "A", except as set forth below. The General Contractor shall have the right to select any qualified Contractors for the award of contracts or subcontracts on the Project, provided however, that such Contractors of whatever tier will comply with the terms of this Agreement and become bound by the local collective bargaining agreements listed in Exhibit A. The Collective Bargaining Agreements ("CBA" or "Schedule A") in effect between the Unions executing this Agreement and Contractors are applicable to the Project work as defined and delineated in Article 3 and Exhibit "B", except where the provisions of this Agreement may modify such CBA's. A list of such CBA contracts is attached hereto as Exhibit A and is made a part hereof by this reference. Project work shall not include any of the work performed by individuals set forth in Article 3, Section 2.

This Agreement shall be administered by the General Contractor on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements listed in Exhibit "A" attached hereto and any appended side letters, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective

bargaining agreement of any type which would otherwise apply to the Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union that is not explicitly set forth in this Agreement shall be binding on the Project unless endorsed in writing by the General Contractor. It is further agreed that, where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7, Article 9, and Article 10 of this Project Agreement, which shall apply to such work.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. Contractors shall not be liable for any violations of this Agreement by any other Contractor; and the County Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE GENERAL CONTRACTOR

The General Contractor shall require that the Contractors performing work within the scope of Article 3, become bound by, and signatory to, this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of Owner in determining which Contractors shall be awarded contracts for Project work. It is further understood that Owner has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on the Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available and apply to all Contractors performing Project work, without regard to whether such Contractors perform work at other sites on either a union or non-union basis and without regard to whether employees of such Contractors are, or are not, members of any unions, except as excluded by the terms of this Agreement. Contractors must be current in their contributions to a signatory Local Union's Trust Funds prior to commencing work on the Projects. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the Project site, as defined in Article 3.

ARTICLE 3 – SCOPE OF THE AGREEMENT

The Agreement shall apply to the following on-site construction work and shall be binding on all persons (subject to the “Excluded Employees” listed below) performing on-site Project

work, defined to include the work performed within the area of disturbance delineation as depicted on the bid documents line of the Project, as is further delineated in Exhibit "B".

The scope of work is confined to the on-site Project work contained in the scope of the General Contractor's final construction contract.

SECTION 1. THE WORK

This Agreement and any underlying local collective bargaining agreements (to the extent not superseded by this Agreement) shall apply only to the Construction Work for the referenced Project performed on the property as described in Exhibit "B", except as stated in this Agreement. The General Contractor, on behalf of itself and its subcontractors of whatever tier, agrees to be bound by this understanding and the terms of the local CBAs of the signatory Unions, entered into between the Unions and all applicable employer associations, if any, solely for the work performed on the referenced Project. Such CBA's are incorporated herein by reference to the extent not in conflict with this Agreement. "Construction Work" shall mean labor customarily performed by the specific crafts in unions affiliated with the Passaic County Building and Construction Trades Council and as specified in applicable collective bargaining agreements listed in Exhibit "A". "Construction Work" in connection with this Project shall be defined to include the Construction Work performed by the General Contractor. Construction Work shall not include any of the items of Work set forth in Article 3, Section 2.

SECTION 2. EXCLUDED EMPLOYEES

The following categories of employees will not be subject to the provisions of the PLA, even though performing work on the Project:

- A. Superintendents, supervisors (excluding superintendents, general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons. The ongoing management, operations or maintenance of the constructed facilities of the Project as defined in Exhibit "B";
- B. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, concrete and cement, asphalt and local deliveries of furniture, fixtures and equipment from any offsite warehouse maintained by Owner which are specifically covered by this Agreement.
- C. Employees of Owner, excepting those performing manual labor for the Project work as defined in this Agreement, and employees of any State agency, authority or entity or employees of any municipality or other public employer;

- D. Employees engaged in on-site equipment warranty work;
- E. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- F. Any work of an ancillary nature performed on or near or leading to or onto the Project as delineated in Exhibit "B" undertaken by any governmental agency, authority or body; or by railroads or their contractors; and/or by Passaic County or parties such as electric utilities, gas utilities, telephone utility companies, and railroads;
- G. Employees engaged in laboratory or specialty testing or inspections;
- H. Building equipment and machinery not used in constructing the facilities that are owned or controlled and/or operated by Owner, its Architect, Engineers and/or its testing inspection firms;
- I. Off-site maintenance of leased equipment;
- J. Employees of any State agency, authority, or employees of any municipality or other public employer and any other contractors engaged directly by any such entity;
- K. To the extent not covered above, employees of Owner; architects and engineers; commissioning agents; individuals performing balancing, testing or inspection work; public art; technicians; field surveyors; delivery and installation of Owner-supplied furniture, materials, equipment and machinery; maintenance personnel employed by WPU to maintain the buildings while occupied by Owner; specialty vendors hired directly by Owner; "artisans" employed to create unique, one-of-a-kind decorative elements for incorporation into the Project.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees or any other state authority, agency or entity and its employees from performing on – or off – site work related to the Project.

ARTICLE 4 – UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The General Contractor, on behalf of itself and its subcontractors, agree to recognize the signatory Unions to this Agreement as the sole and exclusive bargaining representatives of all craft employees who are performing Construction Work on the Project site as set forth in Exhibit "B" within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

The Contractors agree to hire employees through the job referral systems and hiring halls (where the referrals meet certain licensing requirements, have worked a minimum number of hours in the applicable craft over the prior 3 years, and have demonstrated an ability to safely perform the basic function of the applicable trade) established in the CBA's. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving); the selection of employees to be laid-off (subject to the applicable procedures in the CBA for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable CBA. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sunday, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the jurisdiction from any source other than referral by the Union.

Following the employment of the first employee in each craft under Schedule A, a Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the General Contractor and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

1. Possess any license required by New Jersey law for the Project work to be performed;
2. Have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
3. Were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
4. Have demonstrated ability to safely perform the basic function of the applicable trade.

No more than eight (8) percent of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

A certified MBE/WBE Contractor may request from the Workforce Coordinator, through the General Contractor, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provisions above. This exception is based upon hardship and demonstration by the Contractor that the Project work would be the Contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job if they were not permitted to perform

work on the Project. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems will be operated in a nondiscriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 5. MINORITY OR FEMALE APPLICANTS

In the event that the Local Unions either fail, or are unable, to refer qualified minority or female applicants in percentages required by Owner's commitments to affirmative action goals, Owner or its Contractors may employ qualified minority or female applicants from any other available source.

The Contractor shall inform the Unions of the name of any applicant hired from other sources. The Local Unions will cooperate with Contractor's requests for minority, women or economically disadvantaged referrals to meet Owner's commitments.

SECTION 6. AFFIRMATIVE ACTION

To the extent applicable, the parties hereby agree that each will abide by the applicable law with regard to affirmative action. Furthermore, Contractors and the Unions (1) will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulations; (2) will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulations; and (3) agree to utilize the best efforts to ensure that minority business enterprises and women-owned business enterprises shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

SECTION 7. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule "A" local agreements, as amended from time to time, but only for the period of time during which they are performing Project work and only to the extent of rendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the Unions will receive the dues payment as a working assessment fee.

SECTION 8. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractors, except where otherwise provided by specific provisions of an applicable CBAs listed in Exhibit "A". All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing Local CBA prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

ARTICLE 5 – LOCAL UNION REPRESENTATION

SECTION 1. UNION REPRESENTATIVES

Each Local Union representing on-site Project employees shall be entitled to designate in writing to the General Contractor one representative, including the Business Manager of the Local Union, who shall be afforded access to the Project after checking in at the General Contractor's field office provided they do not interfere with the work of employees and further provided that such representatives shall fully comply with the safety rules of the Project.

SECTION 2. STEWARDS

1. Each Local Union shall have the right to designate a working journeyperson as a Steward and an alternate, and shall notify the General Contractor of the identity of the designated Steward and alternate prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.

2. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

3. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to the Schedule "A" provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF/DISCHARGE OF A STEWARD

Contractors agree to notify the appropriate Union twenty four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Collective Bargaining Agreement listed in Schedule "A", such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the construction work required. In any case in which a Steward is discharged or disciplined for just cause, the Contractor shall immediately notify the Steward's Local Union.

ARTICLE 6 – MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS.

Except as expressly limited by a specific provision of this Agreement, Contractors shall retain full and exclusive authority for the management of their Project operations, including but not limited to (1) the right to direct the work force, including determination as to the number to be hired and the qualifications thereof; the promotion, transfer, layoff of its employees; or (2) the discipline or discharge for just cause of its employees; (3) the assignment and schedule of construction work; (4) the promulgation of reasonable Project work rules, which must be supplied to the Union ten (10) days before posting; and (5) the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual, as determined by the Contractors and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS. METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-case, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source, unless otherwise addressed in the Craft Addenda. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate in the check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restriction as to work that is performed off-site for the Project unless applicable law supersedes.

ARTICLE 7 – WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES / NO LOCK OUT

The Unions agree that there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity of any kind at the Project sites for any reason by any Union or employee against any Contractor or employer while performing construction work at the Project. There shall be no Union activity, concerted or otherwise, or union employee activity which stops, disrupts or interferes with the free flow of traffic in the area set forth in Exhibit "B". The General Contractor will not lock out or shut down the Project because of a strike on any other project within the jurisdiction of the County Council unless there is breach of this Agreement. The General Contractor may stop work on or shut down the Project for valid legal or business reasons.

Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or in proximity to the Project sites is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement. Failure to pay wages when due shall be subject to Expedited Arbitration under the provisions of Article 7, Section 4 below. The Arbitrator's decision shall be rendered within three (3) hours of the hearing.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate person at the district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the County Council. The district or area council, and the County Council shall each instruct, order and otherwise use their best efforts to cause the employees and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the County Council complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

1. A party invoking this procedure shall notify J.J. Pierson, PC, who shall serve as Arbitrator under this expedited arbitration procedure. Copies of such notification will be

simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, the County Council, and General Contractor. The contact information for J.J. Pierson, P.C. is:

J.J. Pierson, P.C.
Arbitration Center
51 John F. Kennedy Parkway, 1st Floor West
Short Hills, NJ 07078
Phone: 973-359-8100
Fax: 973-359-8161
Cell: 201-450-4907
jjpierson@jjpierson.com

2. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the County Council and General Contractor, hold a hearing within forty eight (48) hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty four (24) hours after the notice to the district or area council required by Section 3, above.

3. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or facsimile, confirmed by overnight delivery, to the Arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one (1) session, which shall not exceed eight (8) hours in duration (no more than four (4) hours being allowed for either side to present their case, and conduct their cross- examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator. Hearings shall be held at the jobsite or at a mutually convenient location, as directed by the Arbitrator.

4. The sole issue at the hearing shall be whether a violation of Section 1 above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award ("Award") restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

5. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to

opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

6. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

7. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor(s) and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1 (above) may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 – LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. MEETINGS

The Local Administrative Committee (LAC) will meet on a regular basis to (1) implement and oversee the Agreement procedures and initiatives; (2) monitor the effectiveness of the Agreement; and (3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Passaic County Building Trades Council, AFL-CIO and a designated representative of the General Contractor. It will be comprised of representatives of the signatory Local Unions and Contractors on the project.

ARTICLE 9 – GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

STEP 1:

When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward,

give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within five (5) working days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential, except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing by the General Contractor as creating a precedent.

Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement, and if after conferring, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in the section for the adjustment of employee grievances.

STEP 2:

The Business Manager or designee of the involved Local Union, together with the designated representatives of Passaic County Building Trades Council, AFL-CIO President, the involved Contractor, and the General Contractor shall meet in Step 2 within five (5) working days of service of the written grievance to arrive at a satisfactory settlement. Any resolution reached between the designees of the General Contractor and Passaic County Building Trades Council, AFL-CIO President shall be binding on the parties to the dispute.

STEP 3:

1. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within fourteen (14) calendar days after the initial Step 2 meeting; submit the grievance in writing (copies to other participants) to J.J. Pierson, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

2. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the General Contractor, involved Contractor, and involved Local Union at the particular step where the extension is agreed to by all parties. The Arbitrator shall have authority to make decisions only on the issues presented to it and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

3. Hearings shall be held at the jobsite in the offices of the General Contractor or at a location mutually convenient to the parties, as directed by the Arbitrator.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding thirty (30) calendar days prior to the date of service of the written grievance on the General Contractor and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY THE GENERAL CONTRACTOR

The General Contractor shall be notified by the involved Contractor and Union of all actions under this Article, and at the General Contractor's election, may participate in full in all proceedings at these Steps, including step 3 arbitration.

ARTICLE 10 – JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

1. There shall be a mandatory pre-job markup/assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the General Contractor, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after the Notice to Proceed is issued but not later than 30 days prior to the start of the Project.

2. All Project construction work assignments shall be made by the Contractor according to the criteria set forth in Section 3, Subsection 4a-c.

3. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").

4. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: J.J. Pierson, Paul Greenberg, 145 Kelmscot Drive, Silver Spring, Md 20906 301-598-1908, or John J. McMahon. The selected Arbitrator shall

determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

a) The Contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of this Agreement for the contractor to hold up disputed work or shut down a Project because of a jurisdictional dispute.

b) When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.

1) Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

2) Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

1. Any union having a jurisdictional dispute with respect to project work assigned to another union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours, and send a copy of the letter to the other union involved, the Contractor involved, the General Contractor, Passaic County Building Trades Council, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article 4 of the Procedural Rules of the Plan.

2. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the Passaic County Building Trades Council, and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

3. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: J.J. Pierson, Paul Greenberg, or John J. McMahon to hear all unsolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.

4. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in paragraphs 1-3 above, the parties to the dispute shall mutually select one of the following Arbitrators: J.J. PIERSON, Paul Greenberg, or John J. McMahon and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In rendering his decision, the Arbitrator shall determine:

a. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs.

b. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.

c. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

5. The Arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within thirty (30) days of the close of hearing.

6. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.

7. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any award pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in accordance with the provisions of Article 4 of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

1. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.

2. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule a hearing within two business days from the date of submission. If he cannot hear the case within

the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

ARTICLE 11 – WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached collective bargaining agreements listed in Exhibit "A", as amended during this Agreement, but not less than the prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for Passaic County, New Jersey. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may differ from the CBA's listed in Exhibit "A". Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the Passaic County Building Trades Council, AFL-CIO.

SECTION 2. TRUST FUNDS

1. Contractors agree to pay contributions to the established funds in the amounts designated in the appropriate CBA's listed in Exhibit "A". Jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

2. Contractors agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefits Payments.

3. Should any Contractor become delinquent in the payment of fringe benefits as required by this agreement, it is agreed that the General Contractor will be notified in writing by authorized representatives of the involved union via certified mail of the specific documented details of such delinquencies. If, within fifteen (15) days from receipt of such certified mail notice, the delinquency has not been paid, the General Contractor agrees to withhold from outstanding

monies due an alleged delinquent Contractor / Subcontractor the amount claimed in return for the Local Unions not striking over alleged fund delinquencies. The amount owed will be paid by the General Contractor within fourteen (14) days after receipt of an arbitration award or order of a court of competent jurisdiction by the union, if not paid prior to said date by the delinquent Contractor / Subcontractor.

ARTICLE 12 – HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

1. The standard workweek shall consist of forty (40) hours of work at straight time rates per the following schedule:

One (1) - Five (5) Day Work Week is Monday - Friday (five days), eight (8) hours per day, plus 1/2 hour unpaid lunch period each day.

2. The Regular Day Shift shall commence between the hours of 6:00 a.m. and 8:00 a.m. and shall end between the hours of 2:30 p.m. and 4:30 p.m. The starting and quitting times shall be designated by Owner or the General Contractors or Construction Managers. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor. The General Contractor may schedule an earlier start time in summer months, if based on weather conditions or demonstrated reasons of efficiency.

3. Contractors shall provide not less than five (5) days prior notice to the Local Union involved as to the work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

4. In addition to the Five-Day Work Week, the General Contractor may designate a Four-Day Work Week, Monday-Thursday; 4 days, 10 hours plus ½ hour unpaid lunch period each day.

If workers on the project are unable to perform assigned tasks during the normal work week as a result of severe weather or other factors outside the control of the Parties, the Contractor may designate a Friday “make up day”(in the event of a four day work week) for the performance of such tasks. Except as specifically required in a trade’s respective CBA, any work performed on the make-up day shall be paid at the straight time wage.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in Section 1 above, shall be paid in accordance with the applicable CBA's in Exhibit "A". There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked. There shall be no pyramiding or stacking of overtime pay under any circumstances. Contractors shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

1. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with school operations. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five (5) consecutive work days, must have prior approval of the General Contractor, and must be scheduled with not less than five (5) work days notice to the Local Union.

2. Second Shift - The second shift (starting between 2:30 p.m. and 4:30 p.m.) shall consist of seven and one-half (7 1/2) hours work for eight (8) hours pay at the straight time hourly rate, plus any shift differential set forth in Schedule "A", and shall be exclusive of a 1/2 hour unpaid lunch period.

3. Third Shift - The third shift shall be in accordance with the applicable Collective Bargaining Agreement listed in Schedule "A", and shall be exclusive of a 1/2 hour unpaid lunch period.

4. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph 1.

5. Four Tens - When working a four-day work week the standard work day shall consist of 10 hours work for 10 hours pay at the straight time rate exclusive of unpaid 1/2 hour meal period and regardless of start time. Only night shifts are subject to the shift differential in Paragraph 2 above.

6. It is agreed that when project circumstances require a deviation from the above shifts, the involved Unions, Contractors, and the General Contractor shall adjust the starting times of the above shifts or establish shifts that meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

1. The recognized holidays on the Project shall be as follows:

New Year's Day	Labor Day
Presidents Day	Memorial Day
Veterans Day	Fourth of July
Thanksgiving Day	Presidential Election Day
Christmas Day	

* Good Friday shall be observed in accordance with the applicable Schedule "A".

All said holidays shall be observed on the dates designated by New Jersey state law. In the

absence of such designation, they shall be observed on the calendar date except those holidays which fall on Saturday are to be observed on the preceding Friday and holidays that fall on Sunday shall be observed on the following Monday.

2. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable CBA listed in Exhibit "A".

3. Exclusivity - No holidays other than those listed in Section 4, paragraph 1 above shall be recognized or observed.

SECTION 5. REPORTING PAY

1. Employees who report to the work location pursuant to the regular schedule of hours in the applicable CBA listed in Schedule "A" and who are not provided with work or whose work is terminated early by a Contractor for whatever reason, shall receive minimum reporting pay in accordance with the applicable CBA listed in Schedule "A".

2. When an employee, who has completed their scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable CBA listed in Schedule "A".

3. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

4. Except as specifically set forth in this Article; there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.

5. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule "A" requires a full week's pay for forepersons. Travel expenses set forth in the CBA's listed in Schedule "A" shall be limited to per day.

6. The Parties agree that the payment of "show up" time is not applicable if an employee refuses to perform his or her assigned tasks, except when the Contractor and the Union mutually agree that a condition exists that would prevent the employee from safely performing such tasks.

SECTION 6. PAYMENT OF WAGES

1. Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 am on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages. Employees of a Contractor or Subcontractor may sign up for direct deposit of their paychecks into any bank they choose.

2. Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of layoff or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work.

In such instances, employees will be paid for actual time worked, provided however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties shall receive no less than eight (8) hours wages for that day. Further, the employee shall be rehired at such time as able to return IQ duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule that coordinates the meal periods of two (2) or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable collective bargaining agreement listed in Schedule "A".

SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

SECTION 12. SPECIAL EVENTS

Notwithstanding any other provision of the PLA, the Contractor shall be permitted to require, if deemed necessary in the Owner's and Contractor's sole judgment, that workers at the Project Site perform only quiet work on the following days:

One-week periods in Spring & Fall 2021 as designated by Owner and/or the General Contractor.

ARTICLE 13 – APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule "A" in a ratio not-to-exceed the ratio provided in the applicable Schedule "A", providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Passaic County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Collective Bargaining Agreement listed in Exhibit "A".

Subject to the prevailing wage rate designated by the New Jersey Commissioner of Labor, Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable CBA in a ratio not to exceed 30% of the work force by craft (without regard to whether a lesser ratio is set forth in a CBA), unless the applicable CBA provides a higher percentage.

ARTICLE 14 — SAFETY PROTECTION OF PERSONS AND PROPERTY

SECTION 1. SAFETY REOUIREMENTS

Each Contractor will ensure that applicable OSHA requirements are at all times maintained and enforced on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and William Paterson University Partners, LLC from injury or harm. Failure to do so will be grounds for discipline, including discharge. The individual signatory Unions affiliated with or a member of the County Council, the General Contractor and its subcontractors present on the Project site agree to cooperate in developing a "safety attitude" among the union members employed on the Project and work toward achieving compliance with the provisions of Project Safety Program, the Occupational Safety and Health Act, and any other governmental agency. Every employee who fails or refuses to use the personal protective

equipment dictated by the Contractor to be used, or dictated by any governmental agency, other Contractors or their subcontractors, or who disregards the Project's safety program, housekeeping or equipment rules, will be subject to discharge. Union members employed by Contractors and their subcontractors on the Project will be informed of the safety program. Union members are subject to disciplinary action including termination for violation of the safety program. All individual Unions affiliated with, or a member of the County Council, agree to have their members employed at the Project comply with the Project Safety Program and the standards of OSHA. The Project Safety Program is made part of this agreement by reference.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and Owner for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and Owner retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

ARTICLE 15 – NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 – GENERAL TERMS

SECTION 1. PROJECT RULES

Owner and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee discipline or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. All other tools shall be used in accordance with local area practice. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson as set forth in Schedule A.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule "A" limited to travel expenses.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area (i.e. gang box or trailer) at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. It is noted there is limited parking space at the construction site. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

Owner and the Unions will cooperate in seeking any NJ Department of Labor approvals that may be required for implementation of any terms of this Agreement.

SECTION 7. TEMPORARY SERVICES

Except as specifically required in a trade's respective CBA, unless there shall be no requirement to man any aspect of the Project solely because:

1. Safety lights, temporary heat, temporary ground heaters and pumps are left on during off hours: or

2. Equipment is charging during off-hours. Where there is active work ongoing at the Project during off-hours, temporary services shall be performed by trades employees assigned to other construction duties on the shift, within their trade jurisdiction.

If it is found that OSHA or New Jersey State regulations require a different manning of temporary or permanent heat, light, or power, those regulations will be complied with.

ARTICLE 17 – SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the General Contractor's bid specifications, or other action requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

In the event that the Project site work is amended to require that Project Work is subject to public bidding laws, this Agreement will be made available to, and will fully apply to any successful bidder for the Construction Work on the Project without regard to whether that successful bidder performs Construction Work at other sites on either a union or nonunion basis and without regard to whether employees of such successful bidder are, or are not, members of any union.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither Owner, or any Contractors, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18 – FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

1. The CBA's listed in Exhibit "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area CBA's (which are the basis for Schedule "A"'s) notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

2. It is agreed that any provisions negotiated into the CBA's listed Schedule "A" will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

3. Any disagreement between signatories to this Agreement over the incorporation into the CBA's listed in Schedule "A" or provisions agreed upon in the renegotiation of Area CBA's shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement. During the renegotiation of Local Collective Bargaining Agreements, there shall be neither strikes nor any lockout on this Project.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements, nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE 19 — HELMETS TO HARDHATS

1. The General Contractor and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The General Contractor and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

2. The Unions and General Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 20 – MISCELLANEOUS

1. The terms and conditions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives and to the Contractors performing Project work. Any notice, request demand, instruction, or other document to be given or served will be in writing and will be delivered personally with a receipt requested thereof or by fax or sent by federal express at the respective addresses set forth below:

Passaic County Building & Construction Trades Council, AFL-CIO
PO Box 5355
50 Parsippany Road
Parsippany, NJ 07054

2. Exhibit “A” lists the Collective Bargaining Agreements of Signatory Local Unions
3. Exhibit "B" gives the outline and extent of the Project boundaries to which this Agreement will apply.
4. This Agreement will be governed by the laws of the State of New Jersey
5. This Agreement will be in effect during and until the end of Project work.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2025.

[General Contractor]

**Passaic County Building & Construction
Trades Council, AFL-CIO**

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"

**COLLECTIVE BARGAINING AGREEMENTS OF THE UNIONS PERFORMING
CONSTRUCTION WORK ON THE WILLIAM PATERSON UNIVERSITY
PROJECT - RECREATION AND HEALTH SCIENCES CENTER
RENOVATIONS AND ADDITION**

Asbestos Workers Local #78

Boilermakers, Local #28

Bricklayers, Local #4

Carpenters, Local #253

Electricians IBEW Local #102

Insulators & Allied Crafts, Local #32

Ironworkers Local #483

Laborers Intl Union, Local #3

Heavy/Highway Laborers, Local #472

Operating Engineers, Local #825

Painters District Council #711

Plasters & Masons, Local #29

Plumbers Local #24

Pipefitters Local #274

Roofers Local #10

Sheet Metal Workers, Local #25

Sprinkler Fitters, Local #696

Teamsters, Local #560

Tile & Marble Workers, Local #7

Millwrights Local #715

EXHIBIT B

Description of Project

**RENOVATION AND ADDITION OF THE EXISTING
WILLIAM PATERSON UNIVERSITY RECREATION
CENTER, 300 POMPTON ROAD, WAYNE, NEW
JERSEY, INTO THE RECREATION AND HEALTH
SCIENCES CENTER**