PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION FOR THE GLASSBORO PUBLIC SCHOOL DISTRICT'S PROJECT IN THE BOROUGH OF GLASSBORO, NEW JERSEY

ARTICLE 1 - PREAMBLE

WHEREAS, the Glassboro Public School District ("District"), as Owner, on behalf of itself as Owner, reflecting the objectives of the Glassboro Public School District Board of Education as Owner, to provide for the efficient, safe, quality, and timely completion of the construction of _____, Bid No. _____, (hereinafter referred to as the "Project"), in a manner designed to afford lower reasonable costs to the District, and the Public it represents, and the advancement of public policy objectives; and

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

(1) ensuring a reliable source of skilled and experienced labor;

(2) standardizing the terms and conditions governing the employment of labor on the Project;

(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) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Project;

(7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;

(8) expediting the construction process; and

(9) ensuring a satisfactory, continuous and harmonious relationship between the Parties hereto; and

WHEREAS, the signatory Unions desire stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public.

NOW, THEREFORE, the Parties enter into this Agreement:

ARTICLE 1

PARTIES

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the District and its successors and assigns, and by the United Building Trades Council of Southern New Jersey, AFL-CIO on behalf of itself and its affiliated union members, and the signatory Local Unions referenced herein and as provided for in Exhibits A, on behalf of themselves and their members.

This Agreement shall also bind each Contractor engaged for the Project and any subcontractors, each of whom shall confirm their assent to the Agreement's terms through the execution of a Letter of Assent, the form of which is annexed to this Agreement as Exhibit B.

SECTION 2. LOCAL UNIONS DECLINING TO SIGN AGREEMENT

Notwithstanding, any Local Union declining to execute this Agreement ("Declining Union") shall not become a party hereto and shall have no rights under this Agreement, either as a party or as a third-party beneficiary.

Declining Unions shall have no rights to grieve or arbitrate under this Agreement.

The Parties to this Agreement agree that no party shall assert any rights hereunder for or on behalf of any Declining Union.

Declining Unions shall have no right, and shall not be permitted to, supply workers to perform work on the Project.

Any reference within this Agreement to the United Building Trades Council of Southern New Jersey, BTC, Union(s), or Local Unions shall be understood to exclude any Declining Union.

ARTICLE 2

GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union party and the United Building Trades Council of Southern New Jersey, AFL-CIO, are referred to singularly and collectively as "the Union(s)," but where specific reference is made to "Local Unions" that phrase is sometimes used; "Local Unions" or "Local Union" means one of more of the unions signatory to this Agreement; the term "Contractor(s)" shall include all signatory Contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; the United Building Trades Council of Southern New Jersey, AFL-CIO, is referenced as the "BTC"; and, the work covered by this Agreement (as defined in Article 3) is referred to as the "Project." Where

specific reference to [INSERT NAME OF PRIME PROJECT CONTRACTOR WHEN SELECTED] alone is intended, the term "Project Contractor" or "PC" is used.

The Parties acknowledge that the foregoing descriptive definition of the Project is based on information currently available and is expressly subject to revision and refinement over the course of the construction of the Project.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by all parties designated in Article 1, Section 1 above, and will remain in effect until the completion of the Project and not thereafter (except as otherwise expressly provided hereinafter).

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, the District and all signatory Contractors performing on-site Project Work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they enter into for performance of Project Work during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. The BTC warrants that it is authorized to execute this Agreement on behalf of all the Unions noted in Exhibit A & B.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the Local Collective Bargaining Agreements, copies of which are kept on file with the United Building Trades Council of Southern New Jersey AFL-CIO, 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 this 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. It is further understood that the Contractors shall not be required to sign any other agreement relating to the subject matter of this Agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project, unless endorsed in writing by the Owner's Representative.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The District and any other Project Consultant engaged by the District, and any Contractor shall not be liable for any violations of this Agreement by any other Contractor. Further, the BTC and the Local Unions shall not be liable for any violations of this Agreement by any other Union. In the event there are breaches by more than one Contractor of any covenants, representations or warranties of Contractor hereunder, each breaching Contractor's liability for damages for such breach shall be limited to such Contractor's pro rata share of such breach. Further, the BTC and the Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. AWARD OF CONTRACTS AND SUSPENSION OF WORK

The District shall require in its bid specifications for all work within the scope of this Agreement, as defined in Article 3, that all successful bidders, and their subcontractors of whatever tier, 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 the District in determining which Contractors shall be awarded contracts for Project work. It is further understood that the District or designated Owner's Representative has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis, and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

SECTION 8. SECURITY MONITORING

The parties agree that all communication by the parties with any media sources regarding the Project must be done only by the District. The parties agree and consent to the Contractors' implementation and use of a security badging system. Finally, the parties agree and consent to the Contractors' implementation of Security checkpoints at the entrances to and exits from the Project Site, at which Project Security personnel will randomly inspect the containers, apparel, vehicles and other personal belongings of employees who enter and exit the Project Site to deter theft. Employees who refuse to submit to an inspection of their containers, apparel, vehicles and other personal belongings will be prohibited from re-entering the Project Site. The parties agree and consent to implement and cooperate with any other Project Site security requirements imposed by the District, which shall be disclosed to the County Council in advance of the pre-job meeting.

Commented [1]: Is this applicable here? Or some other form of security considering this is a school.

ARTICLE 3

SCOPE OF THIS AGREEMENT

SECTION 1. THE WORK

The Project work covered by this Agreement shall be defined and limited by the following Sections of this Article.

This Agreement shall apply to the following on-site public construction Work, described herein for the building expansion of _____ in the Borough of Glassboro, as described in more detail below.

Project Description: [Insert Project Description here].

The Scope of Work is confined to the on-site Project work contained in the scope of the Contractors' final construction contract. This Scope of Work may be amended from time to time by the District to include work not performed under this description.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

A. Work of non-manual employees, including but not limited to, superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of Owner or any State agency, authority or entity, or employees of any municipality or other public employer;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of Project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work, or involved in deliveries to and from the Project site, excepting local

deliveries of all major construction materials including fill, ready mix, asphalt and Article 4, which are covered by this Agreement;

D. Employees of the Contractors, excepting those performing manual, on-site construction labor, who will be covered by this Agreement;

E. Employees engaged in on-site warranty repair, replacement or modification work of previously installed equipment;

F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

G. Employees of the District and the District's Representative(s) performing work within the scope of their ordinary employment.

H. Employees engaged in laboratory or specialty testing or inspections not ordinarily done by the crafts;

I. Employees of any Construction Manager or Consultant engaged by the District, except those who are performing manual, on-site construction labor;

J. Employees engaged in ancillary Project work performed by third parties, such as electric utilities, gas utilities, telephone utility companies, and railroads;

K. Employees of the District's vendors engaged in work in support of the Project, including but not limited to, movers, furniture setup, cleaners, data, CCTV, telephone, building automation systems, and all other services companies that are Owner's vendors.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor, nor shall it apply to any parent, affiliate, subsidiary or other joint or sole ventures of the Contractor which do not perform work at this Project. It is agreed, for the purposes of

this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, its Representatives, Consultants and/or any Contractors. The Agreement shall further not apply to the work of the Owner, its Representative, or any state or county agency, authority, or municipal or public entity, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees, or the employees of any state authority, agency or entity from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by any Contractors for performance under the terms of this Agreement.

SECTION 4. LETTER OF ASSENT

It is agreed that the District shall require all Contractors of whatever tier, who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Exhibit B) prior to commencing work. The District shall not be liable for any violation by any Contractor, unless the District directly caused and is solely responsible for such violation.

SECTION 5. SELF-CONTAINED AGREEMENT

It is understood that this is a self-contained, stand-alone Agreement and that by virtue of having become bound to this Agreement, neither the District nor any Contractor of whatever tier will be obligated to sign any other local, area, or national agreement.

SECTION 6. SELECTIONS OF QUALIFIED BIDDERS

The District, its Representative or other Consultants, has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-

existence of any Agreement between such bidders and any party to this Agreement; provided, however, only that such bidder is willing, ready, and able to become a party to and comply with this Agreement, should it be designated the successful bidder, by executing the Letter of Assent (Exhibit B).

ARTICLE 4

UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions who are performing on-site Project work within the scope of this Agreement, as defined in Article 3. This shall not apply to any Declining Union, which shall **not** be considered to be the exclusive bargaining representative of any craft employee performing on-site Project work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in Section 2(C)(1), (2), and (4) below) established in the Local Unions' Area Collective Bargaining Agreements (attached as Schedule A to this Agreement). This shall not apply to the hire of any employee of any craft which is not represented by a signatory Local Union representing that craft. Employees in the craft of a Declining Union, where no substitute union representing that craft has agreed to this Project Labor Agreement, shall not be required to be hired through any union's job referral system or hiring hall, but shall be hired pursuant to Section 2(E), below.

B. 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 Schedule A 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 Schedule A. 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 the Contractor (Saturdays, Sundays, 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 other provisions of this Article. The Contractor shall notify the Local Union of the Project craft employees hired within its jurisdiction from any source other than referral by the Union.

C. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the Owner 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; and

(4) have demonstrated ability to safely perform the basic functions of the applicable trade.

No more than 12 per centum 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).

D. A certified MBE/WBE Contractor may request from the Workforce Coordinator, through the Owner, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2(C) 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.

The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2(C) above.

E. With respect to any employee of any craft which is not represented by a signatory Local Union representing that craft (inclusive of a substitute union representing that craft), as set forth in Section 2(A) above, shall be hired as follows:

(1) Contractors shall be permitted to hire employees to perform Project work within that craft from any source, union or non-union, except not through the hiring hall of the Declining Union.

(2) Membership in a union shall not bar the hire of any employee, however, such a hire(s) shall not in any way bind the hiring Contractor, any other Contractor, or the Owner, to recognize any union as representing any employee hired pursuant to Section 2(E).

(3) Employees hired pursuant to this Section 2(E) shall not be subject to any Schedule A local agreement or any other collective bargaining agreement.

(4) Employees hired pursuant to this Section 2(E) shall be paid the prevailing wage, as set forth in the New Jersey prevailing wage order for the craft and location of the work. Any reference to the application of any Schedule A local agreement in this Agreement shall have no effect with respect to such employees, who shall be otherwise governed by the terms of this Agreement.

(5) A contractor who is signatory to a collective bargaining agreement with a non-signatory labor organization (whether or not a Declining Union), shall be bound to the PLA and shall certify, in its Letter of Assent, that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the PLA.

SECTION 3. NON-DISCRIMINATION REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory 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, or based upon race, creed, color, sex, age, national origin or any other protected characteristic included in the New Jersey Law Against Discrimination. No Contractor shall be required to accept for employment an employee or applicant for employment who has previously been termination for cause on the Project.

SECTION 4. UNION'S INABILITY TO FILL CONTRACTOR REQUISITION

In the event the referral facilities maintained by the Unions are unable to fill the requisition of the Contractors for employees within forty-eight (48) hours after such requisition is made (Saturdays,

Sundays, and Holidays excluded), applicants for such requisitions may be employed from another competent source.

SECTION 5. MINORITY AND FEMALE REFERRALS

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owner's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a Department of Labor approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 6. CROSS AND QUALIFIED REFERRALS

The 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 craft employees to fulfill the requirements of the Contractor.

SECTION 7. UNION DUES/WORKING ASSESSMENTS

All employees covered by this Agreement, except those hired pursuant to Section 2(E) above, 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 on-site 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 Union 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 dues payment can be received by the Unions as a working assessment fee.

No assessments or fees under this Section 6 shall be payable with respect to any employee hired pursuant to Section 2(E) above.

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 Contractor, except where otherwise provided by specific provisions of an applicable Schedule 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 Collective Bargaining Agreement prohibits a foreperson from working when the craftspersons he is leading exceed a specified number. The Contractor may require Foremen and/or General Foremen to be working employees.

SECTION 9. REFERRAL OF APPRENTICES, TRAINEES, HELPERS, SUB-JOURNEYMEN

The referral and utilization of Apprentices/Trainees/Helpers/Sub-Journeymen shall be in accordance with the provisions of the respective signatory Unions' Local Collective Bargaining Agreements, provided that the ratio of apprentices to journeymen by craft shall not violate any requirements of the New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination.

SECTION 10: KEY AND CORE EMPLOYEES

Provisions for key and core members may be agreed to by the mutual consent of the Contractor and the Union.

ARTICLE 5

UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to Contractors involved and the Owner's Representative), one representative, and the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

A. Each Local Union shall have the right to designate a working journeyperson as a Steward and an alternate, and shall notify the Contractor and the Owner's Representative 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.

B. In addition to the journeyperson's 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 the Union duties.

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

D. A union appointed Steward shall have no authority with respect to any employee hired pursuant to Article 4, Section 2(E) above.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 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 Schedule A, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6

MANAGEMENT RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, each Contractor retains full and exclusive authority for the management of its Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which 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. Contractors shall have the discretion to use the most efficient methods or techniques of construction, tools or other labor-saving devices. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

The Contractors shall utilize the most efficient method or techniques of construction tools or other labor-saving devices. There shall be no limitations 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-cast, 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. 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 a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of Contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work which is performed off-site for the Project, except for work done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work."

ARTICLE 7

WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES - NO LOCKOUT

During the term of this Agreement, there shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union, their applicable Local Unions, or by any employee against any Contractor or employer while performing work at the Project, and there shall be no lockout at the Project by the

District or any signatory Contractor. There shall be no other Union, or concerted or employee activity, which disrupts or interferes with the operation of the existing free flow of traffic in the Project area. 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 site, is a violation of this Article. 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.

The Unions and their applicable Local Unions shall not sanction, aid, or abet, encourage or continue any work stoppage, strike, sympathy strike, picketing, informational picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge.

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. NON-LIABILITY FOR UNAUTHORIZED ACTS & UNION INSTRUCTION

Neither the BTC nor its signatory Unions shall be liable for acts of employees for whom it has no responsibility. Contractors and Unions shall take the steps necessary to ensure compliance with Section 1 of this Article and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. Neither the BTC nor the Union shall be liable for unauthorized acts of its members, but the principal officers of the BTC and the Union will immediately instruct, order, and use the best efforts of their office to cause the employees represented by the Union

to cease any violations of this Article. A Union complying with these obligations shall not be liable for unauthorized acts of employees it represents.

SECTION 4. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the District and appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the BTC. The district or area council, and the BTC 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 BTC complying with these obligations, shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 5. EXPEDITED ARBITRATION

Any Contractor or Union (but not any Declining 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.

A. A party invoking this procedure shall notify J.J. Pierson, Jr., Esquire, who shall serve as Arbitrator under this expedited arbitration procedure. In the event that the Arbitrator is unavailable to act in accordance with the timeframes specified herein, the parties agree to use either Gary Kendellen, Esquire or Wellington Davis. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International, the District, the BTC, and the Contractor(s) involved.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor(s) and the Local Union involved, and the BTC, hold a hearing within 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 24 hours after the notice to the District, district and/or area council required by Section 3 above.

C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, the District, Contractor or Union involved. The hearing may be held on any day, including Saturdays or Sundays. The District may, but is not required to, attend. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to 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.

D. 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 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 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 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. The filing of such enforcement proceedings shall be in either the Superior Court or the United States District Court of New Jersey, in the vicinage in which the Project site sits. 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.

F. 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.

G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 6. 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. PRE-JOB CONFERENCE

Each Contractor, upon Award of a Contract to perform work at the Project and prior to commencing work, shall:

A. Notify the BTC at (609) 704-8351 of the Contract Award.

B. Through the BTC, coordinate a pre-job conference meeting with the signatory Unions and the District. The purpose of the meeting will be to discuss in detail the scope of the work to be performed and conduct a jurisdictional "mark-up" meeting.

SECTION 2. LOCAL ADMINISTRATIVE COMMITTEE

The Local Administrative Committee 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 3. COMPOSITION

The LAC will be co-chaired by the President of the Building Trades Council or his designee and a designated official of the District. It will be comprised of representatives of the Local Unions signatory to the Project Labor Agreement (PLA), representatives of the District, and representatives of other 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:

A. 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 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have

become known to the Union. 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 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved 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 Contractor as creating a precedent.

B. 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 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC and the involved Contractor, shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3:

A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the

grievance in writing (copies to other participants) to J.J. Pierson, Jr., Esquire, 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. The fees and expenses of such arbitration shall be borne equally by the involved Contractor and Local Union(s). Hearings shall be held at the jobsite, or as directed by the Arbitrator.

B. 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 involved Contractor and involved Local Union(s) at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him, but shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the District, its Representative, and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR

The PC shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

SECTION 4. NOTIFICATION TO THE DISTRICT

The District shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate, through their authorized representatives, in all proceedings at these Steps. Wherever, under the terms of this Agreement, notification is to be made to the District, the notice shall be sent by overnight delivery, fax, or by email.

ARTICLE 10

JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing, work stoppages, slowdowns, or other 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

A. 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 District's Representative, and the involved Contractors. The PC will make s best efforts to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued, but not later than 30 days prior to the start of the Project.

B. All Project construction work assignments shall be made by the Contractor according to the criteria set forth in this Article 10, Section 3(D)(1) – (3).

C. 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").

D. 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: Arbitrator J.J. Pierson, Arbitrator Richard K. Hanft or Arbitrator Andy Douglas and submit the dispute directly to the Arbitrator. 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:

1. 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 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 specific assignments 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 the Agreement for the Contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a Contractor has made an assignment of work, he shall continue the assignment without alternation, unless otherwise directed by an Arbitrator or there is agreement between the National or International Unions involved.

a. 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.

b. 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

A. 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 PC, the BTC, 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 IV of the Procedural Rules of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the PC, the Contractor involved, the Local Unions involved, and designees of the BTC and the District or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator J.J. Pierson, Arbitrator Richard K. Hanft, or Arbitrator Andy Douglas to hear all unresolved jurisdictional disputes (non-expedited) arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators are 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.

D. 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 A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator

Richard K. Hanft or Arbitrator Andy Douglas to hear the dispute and shall submit the dispute 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 7 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 7-day time limit. In rendering his decision, the Arbitrator shall determine:

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

2. 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;

3. Only if none of the above criteria are found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well-being 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 expenses 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.

E. 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 30 days of the close of the hearing.

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

G. 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.

H. Any jurisdictional dispute with respect to any work being performed by any employee hired under Article 4, Section 2(E) shall be determined hereunder with the hiring contractor standing in the stead of the Declining Union for the craft for which such employees were hired pursuant to Article 4, Section 2(E). The Arbitrator shall make a jurisdictional determination as if the work was being performed pursuant to the Declining Union's collective bargaining agreement.

SECTION 4. AWARD

Any award rendered 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 VII 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 PC 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 any employee excluded pursuant to Article 3, Section 2 to any other employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

A. 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.

B. 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 the 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

SUBCONTRACTING

SECTION 1. SUBCONTRACTOR LETTER OF ASSENT

The District agrees that neither it nor any of its Contractors or subcontractors will subcontract any work within the scope of this Agreement, as defined in Article 3, to be done on the Project except to a person, firm or corporation that is or agrees to execute the Letter of Assent attached as Exhibit B. Any Contractor or subcontractor working on the Project as described in Article 3 of this Agreement shall, as a condition to working on said Project, become signatory to the Letter of Assent.

ARTICLE 12

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 applicable Schedule A, as amended during this Agreement. 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 applicable Schedule A. Parties to such agreements shall be the Contractors involved, the involved Local Unions, and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A; provided, however, that the Contractors and the Union agree that only such bona fide employee benefits as are explicitly required under N.J.S.A. 34:11-56.30 of the New Jersey State Labor Law shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under N.J.S.A. 34:11-56.30. Contractors shall not be required to contribute to non-N.J.S.A. 34:11-56.30 benefits, trusts or plans. Notwithstanding the foregoing, Contractors shall not be required to make any benefit fund contributions on behalf of any employee hired pursuant to Article 4, Section 2(E).

B. The Contractor agrees 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 benefit payments.

C. Should any Contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the Contractor or sub-contractor at the next higher tier, upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the alleged delinquent Contractor or sub-contractor such disputed amount from the next advance or installment payment for work performed, until the dispute has been resolved.

ARTICLE 13

HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORKDAY

A. The PC and Contractors shall have the right to set and modify schedules, and the standard work week shall consist of 40 hours of work paid at the rates provided for in the local Schedule A agreements for such work during such hours or on such days, except for employees hired pursuant to Article 4, Section 2(E), whose payment shall be based on the prevailing wage order of New Jersey, as applicable based on the location of the work being performed. The Contractor may schedule a four- or five-day work week, pursuant to the following schedules:

1) Five-Day Work Week: Monday-Friday; 5 days, 8 hours plus ½ hour unpaid lunch period each day.

2) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus ½ hour unpaid lunch period each day.

B. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor, but generally shall be begin between 6:00 A.M. and 9:00 A.M. and end

between 2:30 P.M. and 5:30 P.M. Any second shift shall commence within 60 minutes of the end of the first shift. Any third shift shall commence within 60 minutes of the end of the second shift.

C. Scheduling - The Contractor, with the approval of the District or the District's Representative, shall have the option of scheduling either a five-day work week, or a four-day work week, and the work week may consist of a mix of weekday and weekend shifts as determined by the Contractor. The Contractor may schedule work hours outside the regular daily schedule at its discretion. The Contractor, with the approval of the District or the District's Representative, also has the option to set the work-day hours consistent with Project requirements, the Project schedule, and minimization of interference with District's operations and traffic flow. When conditions beyond the control of the Contractor, as contemplated in and limited by the Contract Documents, occur, preventing the performance of Project work on a regularly scheduled work day, the Contractor may, with the approval of the District or the District's authorized representative, and with mutual agreement of the Local Union on a craft-by-craft basis, which agreement shall not be unreasonably withheld, schedule Friday (where on Four Tens) or Saturday (where on Five Eights) during the calendar week in which a workday was lost, at straight time pay; provided the employees involved work a total of 40 hours or less during that work week, and also in accordance with each craft's CBA.

D. Notice - Contractors shall provide not less than 3 days' prior notice to the Local Union involved as to the work week and work hours scheduled to be worked, or such lesser notice as may be provided herein, or as mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay shall be paid in accordance with the applicable Schedule A, as shall weekend shift work. As set forth above, and notwithstanding the foregoing, all matters regarding payment for employees hired pursuant to Article 4, Section 2(E) shall be based on the applicable New Jersey

prevailing wage order. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall be consistent with the terms of Section 1, above, and the Project Contract Documents executed between the District and the Contractor and subject to any requirement for approvals contained therein, and shall remain flexible in order to meet Project schedules and existing Project conditions, including the minimization of interference the District's operations. It is not necessary to work a regular shift in order to schedule a second shift. Shifts (e.g., a second shift) must be scheduled for a minimum of five consecutive workdays (where on a 5 day per week schedule) or four consecutive work days (where on a 4 day per week schedule) or 2 consecutive weekends (for weekend shifts), must have prior approval of the Contractor and must be scheduled with not less than five work days' notice to the Local Union.

B. Second Shift –The Contractor, with the approval of the District, may implement a work shift prior to any regular schedule shift. The Contractor may also begin the regular daily shift early at its discretion. The second shift shall consist of 8 hours of work (or 10 hours of work) for the number of hours pay and hourly rate established in the applicable Collective Bargaining Agreements and the shift differential rate agreed to herein.

C. Flexible Starting and Stopping Times - Shift starting and stopping times will be adjusted by the Contractor, the approval of the District or the District's Representative, as necessary to fulfill Project requirements subject to the requirement of giving at least 2 days' prior notice to the affected Local Unions.

D. Four Tens - If working a four-day work week, the standard workday shall consist of 10 hours of work for 10 hours of pay at the straight time rate exclusive of an unpaid ½ hour meal period and regardless of the starting time.

E. It is agreed that when Project circumstances require a deviation from the above shifts, the involved Unions and Contractors, with the approval of the District or the District's Representative, shall adjust the starting times of the above shifts or establish shifts which meet the Project requirements. It is agreed that no party will unreasonably withhold its agreement.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 9 recognized holidays on the Project:

New Year's Day	Fourth of July
Presidents Day	Labor Day
Memorial Day	Veterans Day
Juneteenth National Independence Day	Thanksgiving Day
	Christmas Day

*Work shall be scheduled on Good Friday pursuant to the craft's Schedule A.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date, except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. 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 Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed, except in Presidential Election years when Election Day is a recognized holiday.

D. Notwithstanding the foregoing, as set forth above, all matters regarding payment for employees hired pursuant to Article 4, Section 2(E) shall be based on the applicable New Jersey prevailing wage order.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule 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 collective bargaining agreement.

B. When an employee, who has completed their scheduled shift and left the Project site, is "called back" 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 collective bargaining agreement.

C. 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.

D. 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.

E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement and except where an applicable Schedule A requires a full week's pay for forepersons.

F. Notwithstanding the foregoing, as set forth above, all matters regarding payment for employees hired pursuant to Article 4, Section 2(E) shall be based on the applicable New Jersey prevailing wage order.

SECTION 6. PAYMENT OF WAGES

A. Payday - 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 a.m. 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 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.

B. Termination - Employees who are laid-off or discharged for cause shall be paid in full for that which is due to them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay-off 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 request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay. The same rules will apply in the case that the District, as Owner, determines that a part or all of the Project work must be suspended.

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 8 hours wages for that day. Further, the employee shall be rehired at such time as the employee is able to return to 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 ½ 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 which coordinates the meal period of two 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, except for employees hired pursuant to Article 4, Section 2(E), who shall be paid for the time worked based on the applicable New Jersey prevailing wage order.

SECTION 11. BREAK PERIODS

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

SECTION 12. RESPONSIBILITY

A. Pursuant to Article 4, the Unions shall use their best efforts to supply, as per the Contractors' request(s), sufficient labor ready, able, and willing to perform the Project work pursuant to the terms of this Article. Should any Union(s) be unable to do so, Contractors are permitted to seek alternative labor pursuant to the provisions of Article 4. The PC, any Contractor, and/or the District

may seek to enforce this Article 13 against the Unions, and/or any Local Union(s), pursuant to the dispute resolution procedures set forth in this Agreement.

B. Nothing in this Agreement shall constitute a representation, promise, or guarantee by the District to Contractors to supply any labor, or regarding the availability of labor, under any particular conditions or at any particular rates, under this Agreement or under any other agreement between the District and any PC or Contractor.

C. No provision of this Article 13 may be waived by PC or Contractor without the express written consent of the District.

ARTICLE 14

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 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractor in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged individuals are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project should be first year minority, women, or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor's request for minority, women, or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 15

SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the Contract Documents are at all times maintained 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 the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

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 the District or its Representative for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractor, District, its Representative, and Architect retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

ARTICLE 16

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. It is recognized that special procedures may be established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 17

GENERAL TERMS

SECTION 1. PROJECT RULES

The District or its Representative and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this Agreement. 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 disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

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. 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.

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 WORKDAY

Employees shall be at their staging area 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. The signatories reaffirm their policy of a fair day's work for a fair day's wages.

SECTION 6. COOPERATION

The Owner, Contractor(s), 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.

ARTICLE 18

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. The parties explicitly acknowledge that the Project is a Prevailing Wage Rate job and intend that this Agreement will correspond with the minimum requirements of the Prevailing Wage Determination issue by the Department of Labor and Workforce Development for the County.

SECTION 2. THE BID SPECIFICATIONS

In the event that the 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 constructions 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.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner or its Representative, or any Contractor, 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 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 19

HELMETS TO HARDHATS

SECTION 1.

The Contractors 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 Contractors 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.

SECTION 2.

The Unions and Contractors 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

FUTURE CHANGES IN SCHEDULE AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. The Schedule As to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements, which are the basis for such Schedule As, notify the Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into any Schedule A Collective Bargaining Agreements 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 Labor Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

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 a Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements, nor shall there be any lock-out on the Project affecting a Local Union during the course of such renegotiations.

EXHIBIT A

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ____ day of _____ 20___.

(Name of Owner's Representative)

By:_____
(Signature)

Name: _____

Title: _____

UNITED BUILDING TRADES COUNCIL OF SOUTHERN NEW JERSEY

_____
Asbestos Workers #14 / LIUNA #77

_____
Boilermakers #28

_____
Bricklayers, Cement Masons, Allied Craftworkers #5

_____
Carpenters #255

_____
Cement Masons #592

_____
Electrical/TeleData Workers #351

_____
Glaziers #252

Int'l. Union of Elevator Constructors

Iron Workers #399

Laborers #172

Laborers #77

Operating Engineers #825

Painters/Tapers DC21

Pile Drivers & Divers Local #474

Plumbers/Pipe Fitters #322

Roofers #30

Sheet Metal Workers/Sign Makers/Sign Hangers #19

Sprinkler #692

Teamsters #676

Tile, Marble, Terrazzo Local #7

EXHIBIT B

LETTER OF ASSENT
PROJECT LABOR AGREEMENT

The undersigned, as a Project Contractor or Subcontractor on a Contract which is part of Bid No. _____, _____ ("Project") for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which is available for review, and is acknowledged, hereby:

(1) On behalf of itself and all its employees, accepts and agrees to be bound by terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of non-compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

(2) Certifies that it has no commitments or agreements, which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.

(3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

_____
Name of Contractor/Company

_____
Signature of Authorized Representative

_____
Printed Name and Title

_____
Contract Number

4938-3478-9833, v. 1