

Gateway Development Commission
Special Meeting of the Board
Hybrid Held Virtually and In-Person

May 6, 2024

MINUTES

The following Commissioners were present:

NEW JERSEY

Balpreet Grewal-Virk, Co-Chair
Janine Bauer
Amy Rosen

NEW YORK

Alicia Glen, Co-Chair
Jamey Barbas
Marie Therese Dominguez

AMTRAK

Anthony R. Coscia, Vice Chair

I. Call to Order

The public meeting was called to order by Co-Chair Grewal-Virk at approximately 2:00 PM.

Co-Chair Grewal-Virk advised that public comments were being solicited both in-person and virtually, and audio of the meeting was being live-streamed from the Gateway Program website.

Co-Chair Grewal-Virk noted that the Commission was continuing to solicit virtual comments, and that a form for soliciting these comments was posted on the Gateway website for those who wished to submit a comment for today's meeting.

Acting Secretary Caulfield conducted a roll call and confirmed that all Commissioners were present, and there was a quorum.

Acting Secretary Caulfield stated that adequate notice of today's special public meeting of the Board of Commissioners of the Commission had been provided in accordance with the Commission's enabling legislation.

II. Report on Minutes of the April 16, 2024 Meeting

Acting Secretary Caulfield reported that copies of the Minutes of the meeting of April 16, 2024 were delivered in electronic form by Acting Secretary Caulfield to the Governors of New York and New Jersey on April 16, 2024 and that the time for action by the Governors of New York and New Jersey expired at midnight on April 30, 2024, at which time the actions recorded in the Minutes went into full force and effect.

III. Gateway Program Update

The Commission's Chief Executive Officer, Kris Kolluri, provided updates on the project labor agreement for the Palisades Tunnel project within the Hudson Tunnel Project ("HTP"). He summarized the Palisades Tunnel project and the PLA, and recommended approval of the PLA by the Board.

Following the presentation, Co-Chair Grewal-Virk thanked Mr. Kolluri for the update, and there were no questions or comments from the Board.

IV. Public Comments

Co-Chair Grewal-Virk announced that the Commission had solicited virtual comments from the public in advance of, and during, today’s meeting. She indicated that a form for soliciting these comments was posted to the Gateway Program website and was available throughout today’s meeting.

There were three (3) written comments received by 5:00 PM on May 5, 2024:

Commenter	Topic
Edward Funches, Inclusion Marketing and Advertisement Group Inc.	Employment opportunities for persons with disabilities, formerly incarcerated and homeless
Benjamin Guy, Franklin Grace Resource Center	Hudson Tunnel Project schedule and procurements
Allan Hunte, Grant Engineering & Construction Group, LLC	DBE Program

Co-Chair Grewal-Virk noted that all written comments received by 5:00 p.m. on May 5, 2024 before the meeting were distributed to the Board, posted on the Gateway Program website, and would be filed in the Commission’s records after the meeting. Gateway did not receive any additional written comments on the day of the Board Meeting.

The following individuals provided in-person public comments during the May 6, 2024 Board Meeting:

Commenter	Topic
Carl Evans, KEI Marketing and Consulting	DBE Program and Palisades PLA
Edward Funches, Inclusion Marketing and Advertisement Group Inc.	Employment opportunities for persons with disabilities, formerly incarcerated and homeless
Vincent Torres, Positive Workforce, Inc.	Community Benefits Agreement to support local employment opportunities
Ulely Martinez	Community Benefits Agreement
Michael Palmer, Port of Inclusion	Employment opportunities for persons who are veterans and formerly incarcerated
Zahed Ismail, ZIE Engineering	DBE Program

V. Action Items

Item #0524-01: Authorization of Hudson Tunnel Project – Palisades Tunnel Project – Authorization to Execute Labor Agreement

The Board acted on this referenced action item, enclosed herewith. Commissioners did not have any comments on this Resolution. Commissioner Dominguez made a motion, and Commissioner Barbas seconded the motion. The roll call vote is referenced in the attached Resolution.

VI. Executive Session

Co-Chair Grewal-Virk stated that the Board would enter Executive Session to discuss contract negotiations, personnel matters, and matters in which the release of information could impair a right to receive funds from the United States. Co-Chair Grewal-Virk noted that the Board would reconvene the public meeting for purposes of adjournment. Co-Chair Grewal-Virk motioned to enter into Executive

Session, Co-Chair Rosen seconded the motion, and the motion was unanimously adopted at approximately 2:20 PM.

VII. Adjournment

Co-Chair Grewal-Virk reconvened the public session meeting at approximately 3:00 PM. Acting Secretary Caulfield indicated that there was a quorum of Commissioners present. Co-Chair Grewal-Virk noted that there was no further business to conduct, and then motioned to adjourn the meeting. Upon the motion being duly made by Co-Chair Grewal-Virk and seconded by Co-Chair Glen, the meeting was adjourned at approximately 3:00 PM.

Respectfully submitted,

/s/ Edmund Caulfield
Edmund Caulfield, Acting Secretary

#0524-01: HUDSON TUNNEL PROJECT – PALISADES TUNNEL PROJECT – AUTHORIZATION TO EXECUTE LABOR AGREEMENT

The Hudson Tunnel Project will improve resiliency, reliability, and redundancy for the busiest section of the Northeast Corridor (“NEC”) – the busiest passenger rail line in the United States. The Hudson Tunnel Project (“HTP”), for funding and financing purposes, includes the construction of a new Hudson River Tunnel between New York and New Jersey, and the rehabilitation of the existing 112-year-old North River Tunnel under the Hudson River.

The Palisades Tunnel Project (“Palisades”) consists of two separate tunnels, each approximately 5,100-feet long and with an inside diameter of 25 feet 2 inches, to be excavated by tunnel boring machines, located in North Bergen, Union City, Weehawken and Hoboken, New Jersey. A precast concrete segmental tunnel lining system is required for six cross passages between the tunnel portal located in North Bergen, NJ and leading to the Hoboken Shaft. The Hoboken Shaft is approximately 121 feet in diameter and approximately 120 feet in depth with a concrete slurry wall constructed by slurry trench method with the wall socketed into rock. The Palisades Project involves only the initial shaft construction to support the mining of the tunnels and therefore does not include the final lining of the Hoboken Shaft which shall be constructed pursuant to a separate bid package.

The Gateway Development Commission (the “Commission”) is a public and government sponsored authority established by bi-state legislation (the “GDC Act”) in July 2019. The Commission is serving as the NEPA Project Sponsor and federal grant recipient for the Hudson Tunnel Project.

The GDC Act empowers the Commission to “enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will Facilitate the Project, including, without limitation, with the federal government, the state of New Jersey, any local government thereof, the state of New York, with any local government thereof, with any agency, instrumentality, department, commission or authority of any one or more of the foregoing, any bi-state agency, Amtrak, any individual or private firm, entity or corporation, or with any one or more of them.” 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

The GDC Act further empowers the Commission to “utilize the existing labor force in the states and foster labor harmony in allowing for adoption of efficient labor work rules and practices during construction of the Project.” 2019 N.Y. Laws, Ch. 108, Section 7(q); N.J.S.A. § 32:36-8(q).

A project labor agreement is a pre-hire collective bargaining agreement that establishes the terms and conditions of employment for a project.

The Project Development Agreement for the Hudson Tunnel Project (the “PDA”), a foundational agreement between the States of New Jersey and New York, Amtrak, and the

Commission regarding delivery of the Hudson Tunnel Project, provides, at Article IV, Section 4.01(b), that the Commission shall “engage with labor constituencies and lead the development and negotiation of applicable project labor agreement(s)” for the Hudson Tunnel Project.

The Commission has engaged, via its outside counsel, a consultant to conduct a study to determine that it is in the Commission’s interest to negotiate and execute a project labor agreement for Palisades based on considerations such as the impact of delay, the possibility of cost savings advantages, and the promotion of labor harmony which are best met by requiring a project labor agreement. The labor study recommends that the Commission negotiate and execute a project labor agreement for Palisades.

Based on the conclusions in this study, the Commission and the unions representing the trades who will perform work on Palisades (the “Parties”) have engaged in negotiations regarding the terms and conditions of employment for Palisades.

The terms the Parties have negotiated are memorialized in the Project Labor Agreement between the Commission and the Hudson County Building and Construction Trades Council, AFL-CIO (the “BTC”) on behalf of itself and the signatory local unions, Asbestos Workers, Local 32; Boilermakers, Local 28; Bricklayers and Allied Crafts Local 4; Carpenters, Local 253; Dockbuilders, Local 1456; Electrical Workers, Local 164; Elevator Workers, Local 1; Heavy Construction Laborers, Local 472; Ironworkers, Local 11; Laborers, Local 3; Millwrights, Local 715; Operating Engineers, Local 825; Operative Plasterers & Cement Masons, Local 29; Painters and Allied Trades, District Council 21; Pipefitters, Local 274; Plumbers, Local 24; Roofers, Local 8; Sheet Metal Workers, Local 25; Sprinkler Fitters, Local 696; Teamsters, Local 560 and Tile/Marble/Terrazzo Workers, Local 7 which is attached hereto as “**Exhibit A**” and in the Letter Agreement regarding Subterranean Work to be performed by members of the Heavy and General Laborers Local 472 which is attached hereto as “**Exhibit B**” (collectively, the “**Labor Agreement**”).

Pursuant to the foregoing report, the following resolutions were adopted, with Co-Chair Glen, Co-Chair Grewal-Virk, Vice-Chair Coscia, Commissioner Barbas, Commissioner Bauer, Commissioner Rosen and Commissioner Dominguez voting in favor:

RESOLVED, that the GDC Chief Executive Officer, or his designee, is authorized to take any and all actions consistent with this resolution, and to make, execute and deliver in the name and on behalf of GDC the attached Labor Agreement, including finalizing the terms of any Exhibits to the Labor Agreement, and to take all other steps necessary to comply with the terms and conditions of the Labor Agreement, including enforcing the terms of the Labor Agreement as may be required by among other things initiating arbitration procedures as specified in the Labor Agreement.

EXHIBIT A

**PROJECT LABOR AGREEMENT
COVERING THE**

**PALISADES TUNNEL PROJECT IN NORTH BERGEN, UNION CITY,
WEEHAWKEN AND HOBOKEN, NEW JERSEY**

**BETWEEN
GATEWAY DEVELOPMENT COMMISSION
AND**

**HUDSON COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO (THE "BTC") AND
THE SIGNATORY LOCAL UNIONS: ASBESTOS WORKERS, LOCAL 32; BOILERMAKERS, LOCAL 28;
BRICKLAYERS AND ALLIED CRAFTS. LOCAL 4; CARPENTERS, LOCAL 253; DOCKBUILDERS, LOCAL
1456; ELECTRICAL WORKERS, LOCAL 164; ELEVATOR WORKERS, LOCAL 1; HEAVY
CONSTRUCTION LABORERS, LOCAL 472; IRONWORKERS, LOCAL 11; LABORERS, LOCAL 3;
MILLWRIGHTS, LOCAL 715; OPERATING ENGINEERS, LOCAL 825; OPERATIVE PLASTERERS &
CEMENT MASONS, LOCAL 29; PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 21;
PIPEFITTERS, LOCAL 274; PLUMBERS, LOCAL 24; ROOFERS, LOCAL 8; SHEET METAL WORKERS,
LOCAL 25; SPRINKLER FITTERS, LOCAL 696; TEAMSTERS, LOCAL 560 AND
TILE/MARBLE/TERRAZZO WORKERS, LOCAL 7**

**PROJECT LABOR AGREEMENT
COVERING THE
PALISADES TUNNEL PROJECT IN NORTH BERGEN, UNION CITY,
WEEHAWKEN AND HOBOKEN, NEW JERSEY**

ARTICLE 1 - PREAMBLE

WHEREAS, the Gateway Development Commission (the “Owner”) desires to provide for the efficient, safe, quality, and timely completion of the construction of the Palisades Tunnel Project (the “Project”), which is part of a larger construction plan known as the Hudson Tunnel Project, in a manner designed to afford lower reasonable costs to the Owner, and the Public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement conforms to the provisions of N.J.S.A. 52:38-1, et seq. and 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) ensuring compliance with applicable requirements for participation of Disadvantaged Business Enterprises (“DBEs”) and furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry; and

(8) expediting the construction process; and

WHEREAS, the signatory Unions desire the 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 Project Labor Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) entered into by and between the Owner and by the Hudson County Building and Construction Trades Council, AFL-CIO (the “BTC”) on behalf of itself and its affiliates and members and the signatory local unions (the “Unions”). This Agreement shall be effective upon its execution by the Owner and the BTC.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Gateway Development Commission is referenced as the “Owner” or “GDC”; the Hudson County Building and Construction Trades Council, AFL-CIO is referenced as the BTC; the term “Contractor(s)” shall include the Contractor awarded a prime contract for the Project (the “Prime Contractor”), and 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; and the work covered by this Agreement (as defined in Article 3) is referred to as the “Project”; the term “Subterranean Project work” shall refer to all Project work performed between the Hudson Tunnel Rock Portal and the Hoboken Shaft (as those locations are described in Article 3 and Schedule A) including but not limited to all tunneling operations relating to shafts, excavation, dewatering, shoring, forming, pouring, placing and finishing of concrete and grout and the reinforcement of same, the operation of drilling machines, drilling and blasting, the laying of all pipe and conduit, and other related work; the term “Surface Project work” shall refer to the Project work that is not Subterranean Project work; the term “Schedule A Union” shall refer to a Union eligible for an assignment to perform Subterranean Project work; the term “Schedule B

Union” shall refer to a Union eligible for an assignment to perform Surface Project Work; the Schedule A and Schedule B Unions and the BTC are referred to singularly and collectively as “the Union(s),” except where specific reference is made to “Local Unions”; the term “Schedule A Agreement” shall refer to the agreements identified in Schedule A of this Agreement; the term “Schedule B Agreement” shall refer to the agreements identified in Schedule B of this Agreement; the term “Schedule A/B Agreements” shall refer collectively to the agreements identified in Schedule A and Schedule B of this Agreement.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless executed by the BTC and the Owner and will remain in effect until Project Completion but no later than January 1, 2040. Project Completion is the level of completion of the Project or a system/facility of the Project at which: (a) the Prime Contractor has completed the work of its contract with the Owner for the Project, including all customary finish work, in accordance with applicable contract documents (except for Punch List items), and in accordance with the requirements of any permits, licenses and certificates of compliance or occupancy required by laws or by any governmental authority; (b) there are no material or substantial variations in the work from the applicable contract requirements; (c) the work is fit for its intended purpose; and (d) where required, the work has been substantially tested by the Prime Contractor, or by others as required, and has passed all test requirements, whichever occurs later. 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 the Prime Contractor for performance under the terms of this Agreement.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and Contractors performing Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance 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 by executing the Letter of Assent attached as Exhibit 3. This Agreement shall be administered by the Owner and by the Prime Contractor on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

A. This Agreement, together with the local Collective Bargaining Agreements appended hereto and referred to herein in Schedule A and Schedule B, represent 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, 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, 9 and 10 of this Project Agreement, which shall apply to such work. Where a subject covered by the provisions, of this Agreement is also covered by a Schedule A/B Agreements, the provisions of this Agreement shall prevail. It is further understood that neither the Prime Contractor nor any Contractor shall be required to sign any other agreement as a condition of performing work on this Project, other than the Letter of Assent attached hereto as Exhibit 3. No practice, understanding or agreement between a Contractor and a Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the Prime Contractor.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Owner shall not be liable for any violations of this Agreement. The Prime Contractor and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE OWNER AND THE PRIME CONTRACTOR

The Owner and the Prime Contractor shall require in their bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The Owner shall not be liable in any manner under

this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Owner and the Prime Contractor in determining which Contractors shall be awarded contracts for Project work. It is further understood that the Owner and the Prime Contractor have sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. ASSIGNMENT

The terms and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors, assigns and legal representatives and to the Prime Contractor, and Contractors performing Project work. The Prime Contractor may freely assign its rights and obligations under this Agreement to an affiliated entity. Should the Prime Contractor desire to assign its rights and obligations under this Agreement to any entity other than an affiliated entity, it may do so with the written consent of the BTC, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 8. 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 or Prime Contractor, which is performed at any location other than a Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1: THE WORK

This Agreement shall apply to all of the on-site construction work performed for the Project, including site preparation and staging areas, demolition and hazardous waste remediation, and all components or structures pre-fabricated to specifications, excluding pre-cast concrete segmented

tunnel linings, including all pre-fabricated materials and operations covered by the New Jersey Prevailing Wage Act and the Davis Bacon and Related Acts, performed for the Owner's Palisades Tunnel project construction:

The scope of on-site Subterranean Project work is confined to the Project work as set forth in Schedule A, as contained in the final construction contract between the Owner and the Prime Contractor. The scope of on-site Surface work is confined to the Project work as set forth in Schedule B. The scope of work in Schedule A and/or B may be amended in accordance with any agreement between the Owner and the Prime Contractor.

SECTION 2. EXCLUDED EMPLOYEES

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

- A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A/B Agreements), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A/B Agreements), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons, technical advisors, and safety advisors;
- B. Employees of the Owner or any State, bi-state, or Federal agency, authority or entity, including, but not limited to, Amtrak, N.J. Transit, the New Jersey Turnpike Authority, the Port Authority of New York and New Jersey, and their successors, and employees of any municipality or other public employer;
- C. Employees and entities who are 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 or the Davis Bacon Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or who are involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix concrete and cement and asphalt which are covered by this Agreement. Provided, however, local deliveries of ready mix, concrete, cement and asphalt shall not be contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Schedule A/B Agreements;
- D. Employees of the Prime Contractor and Contractors, excepting those

performing manual, on-site construction labor who will be covered by this Agreement;

- E. Employees engaged in on-site or off-site equipment warranty work.
- F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- G. Employees engaged in laboratory or specialty testing or inspections;
- H. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads and workers engaged in servicing chemical toilets and sanitary holding tanks.

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 or of Prime 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, the Prime Contractor and/or any Contractor. The Agreement shall further not apply to the Owner or any other federal, bi-state, state or county or municipal agency, authority, or other public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees or any other federal, bi-state, state, or county agency, authority, or other municipal or public entity and its employees from performing on or off-site work related to the Project.

SECTION 4. TEMPORARY SERVICES

Temporary services for equipment or machinery that is temporary or has not been accepted by the Owner shall be provided pursuant to the applicable Trade's Schedule A/B. There shall be no requirement for temporary services at the Project site, where no Contractor employees are scheduled, solely because: (a) safety lights are left on; or (b) equipment is charging.

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 who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

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 items 1,2, 3 and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A/B to this Agreement), subject to the goals of any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals for minorities, women, residents of disadvantaged communities, and local residents.). 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 and cranes, subject to mutual agreement between the Contractor and the Local Union.); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A/B 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 any applicable Schedule A/B Agreements). 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 craft employees performing Project work hired within its jurisdiction from any source other than referral by the Union.
- B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications:
- (1) possess any license required by NJ 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.

Following the employment of the first employee in each craft under Schedule A/B or the procedure set forth above in paragraph A, no more than twelve (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).

- C. A certified disadvantaged business enterprise (“DBEs”), minority/women/veteran-owned business enterprise MBE/WBE/VBE contractor may request, through the Prime Contractor, 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 subparagraph B 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.B above.
- D. Project Work is being funded in part through the United States Department of Transportation (“U.S. DOT”). Regulations from the Federal Transit Administration (“FTA”) require that the Owner, as a recipient of U.S. DOT funding, set an overall disadvantaged business enterprise (“DBEs”) participation goal which has yet to be determined. The Owner’s compliance with the DBEs participation goal is subject to auditing and monitoring by the FTA. The Unions are committed to utilize best efforts to assist the Owner and the Prime Contractor in reaching its DBEs participation goal, once determined, for Project Work, including, without limitation, providing the Prime Contractor a full list of DBE contractors that are a signatory to their respective Schedule A/B Agreements.

SECTION 3. NON-DISCRIMINATION IN 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.

SECTION 4. WORKFORCE DIVERSITY

The Unions agree and support the importance GDC places on having and maintaining a diverse workforce. Furthermore, because the Project is subject to federal affirmative action requirements per E.O. 11246, the Prime Contractor, all Contractors and the Unions will comply with such affirmative action plans as are developed by the Owner, the Prime Contractor and/or the Contractors, and such compliance shall include but is not limited to the following: (1) the parties will not discriminate against any employee or applicant for employment in regards to hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, because of age, race, creed, color, national origin, ancestry, marital status, sex, sexual orientation, gender identity, or any other category protected by applicable law; (2) the parties will endeavor to include in any solicitations or advertisements for applicants or subcontractors, a notice that all qualified applicants will receive consideration for employment, and Contractors and subcontractors will receive consideration for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex, sexual orientation, gender identity, or any other category protected by applicable law; and (3) the parties will comply with any implementing requirements that the Federal Transit Administration may issue.

The Unions will cooperate with Contractor requests for members of disadvantaged communities referrals to meet the requirements of GDC.

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 Owners 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 DOL 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 5. 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 6. UNION DUES / WORKING ASSESSMENTS

The union security provisions contained in the applicable Schedule A/B Agreements, shall not apply to the employees covered by this Agreement as for the period of time during which they are performing on-site 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 who have voluntarily executed dues checkoff authorization cards provided in a Schedule A/B Agreement, the dues payment can be received by the Unions as a working assessment fee.

SECTION 7. 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/B. 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 craftsman he is leading exceed at least 10 persons.

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 Prime Contractor) one representative and/or an alternate, 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 journey person as a Steward and an alternate, and shall notify the Contractor and Prime 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. The Steward shall be on the site whenever an employee of his craft is working.
- B. 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.
- C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime.

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/B, such provisions 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'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and

exclusive authority for the management of their 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; require compliance with the directive of the GDC, including standard restrictions related to security and access to the Project site that are equally applicable to GDC, guests, or vendors; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; implement a timekeeping system of their choosing; 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 Contractor, Prime Contractor, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

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, tool, 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, excluding pre-cast concrete segmented tunnel linings, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A/B. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or the Davis Bacon and Related Acts, including all components or structures pre-fabricated to specifications, or 2) 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". With the exception of pre-cast concrete segmented tunnel linings, where available locally, offsite operations work covered under the New Jersey Prevailing Wage Act and the Davis Bacon and Related Acts shall be performed within the territorial jurisdiction of the local unions signatory to this

Agreement.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations, walkouts, display or inflatables or other disruptive activity of any kind (collectively, "Prohibited Activity") at the Project for any reason by any Union or employee, including, but not limited to, jurisdictional disputes, against any Contractor or employer while performing work at the Project. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of Project Work, the objectives of GDC, or 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. There shall be no lockout at the Project by any 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. Should any employees breach this provision, the Unions will use their best efforts to immediately end that breach and return all employees to work.

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 at least 100days.

SECTION 3. NOTIFICATION

If GDC or a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC and any affected Contractor. 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 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.

- A. A party invoking this procedure shall notify the next available of J.J. Pierson Jr. Esq., Gary Kendellen and Joseph Licata , who shall serve as arbitrator under this expedited procedure. 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 Owner, Prime Contractor, and the BTC.

- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Prime Contractor, the Owner, 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 or area council required by Section 3 above. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator provided, upon mutual agreement of the parties, the hearing may be conducted virtually via Zoom, Microsoft Teams, or similar technological platforms.

- C. All notices pursuant to this Article may be by telephone, email, hand delivery, or fax, 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 session, which shall not exceed eight hours duration (no more than four 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 three 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 this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union, GDC, and/or the Contractor(s) 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. Each party is otherwise responsible for their own legal costs and expenses.
- H. GDC is a party in interest in all proceedings arising under this Article and shall be sent contemporaneous copies of all notifications required by this Article, and, at its option, may participate as a full party in any proceeding initiated under this Article. Notwithstanding this provision, no remedy may be issued

against GDC or the Prime Contractor.

- I. If the Arbitrator determines that a violation has occurred, the respondent Union(s) shall, within four (4) hours of receipt of the award, direct all the employees they represent on the Project to immediately cease the violation.

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 Hudson County Building and Construction Trades Council or his designee, and designated official of the GDC or the Prime Contractor. It will be comprised of representatives of the local unions signatory to this Agreement and representatives of the GDC, the Prime Contractor, and other Contractors on the Project.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for such purpose. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes

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in accordance with the grievance-arbitration provision set forth in this Article. 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, or trust fund disputes, Article 11, Section 2) 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 worksite 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 worksite 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 they grievance procedure by serving the involved Contractor and the Prime Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, 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 Prime 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:

- A. The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the Prime Contractor shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

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 the next available of J.J. Pierson Jr. Esq., Gary Kendellen and Joseph Licata , who shall serve as arbitrator under this expedited 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. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator; provided, upon mutual agreement of the parties, the hearing may be conducted virtually via Zoom, Microsoft Teams, or similar technological platforms.

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 arbitration shall be borne equally by the involved Contractor and Local Union. Each party is otherwise responsible for their own legal costs and expenses.

- 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 Prime Contractor, involved Contractor and involved Local Union at the particular step where the extension is agreed upon.
- C. The Arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement. The Arbitrator's jurisdiction is limited to the scope of this Agreement and does not extend to any other Project Labor Agreement(s) for the Hudson Tunnel Project, or project scopes. An Arbitration Award rendered under this Agreement shall not have precedential effect on any other project. The Arbitrator shall

have authority to make decisions only on the issues presented to him and 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 Prime Contractor, the involved Contractor, or Local Union as applicable.

SECTION 3. PARTICIPATION BY GDC, PRIME CONTRACTOR AND BTC

The GDC, the Prime Contractor and the President of the BTC shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at their election, may participate in full in all proceedings at these Steps, including Step 3 arbitration. Notwithstanding this provision, the Owner shall not be liable for any violations of this Agreement and the Prime Contractor shall not be liable for any violations of this Agreement by any other Contractor.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no Prohibited Activity 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 Prime Contractor, and the involved Contractors. These meetings shall be coordinated by the LAC, pursuant to Article 8. Best efforts will be made 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 criteria set forth in Section 3, Subsection D 1-3, provided that

Subterranean Project Work, as set forth in Articles 2 and 3, will be assigned among the Schedule A Unions. Any (i) Schedule A Union disputing assignment of any specific Subterranean Project Work to another Schedule A Union, or (ii) any Schedule B Union disputing the assignment of any specific Surface Project Work to another Schedule B Union must make every effort to invoke the dispute resolution procedures of this Article in advance of the commencement of the contested work.

- 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 Paul Greenberg or Arbitrator Richard K. Hanft 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 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 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 alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.
3. 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.
4. 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 Prime Contractor, 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 five calendar days of receipt of the dispute letter, there shall be a meeting of the Prime Contractor, 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 Paul Greenberg or Arbitrator Richard K. Hanft to hear all unresolved 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.
- 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 Paul Greenberg or Arbitrator Richard K. Hanft to hear the dispute 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:
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 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.
4. 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.
5. 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.
6. The Arbitrator shall render a short-form decision within five 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 hearing.
7. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.
8. 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 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 Prime 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 1 employee is needed for the job. The Arbitrator shall also have no authority to award back pay or other damages. 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 Prohibited Activity 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 - 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 Schedule A/B, as amended and/or modified by 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 a Schedule A/B Agreement. Parties to such agreements shall be GDC, Prime Contractor, the Contractor 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/B Agreement. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. However, if a defined benefit pension fund covered by the terms and conditions of this Agreement has not adopted the building and construction industry exemption authorized by subsection (b) of Section 4203 of the Employee Retirement Income Security Act of 1974, the Contractor shall not be obligated to hire employees for whom contributions are required to be made to that pension fund for this Project.

- B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which contributions 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 on whose behalf this Agreement requires such contributions.
- C. In the event a dispute shall arise between a Contractor, and any Local Union and, or fringe benefit trust fund in which a Local Union participates as to the obligation and/or payment of fringe benefits provided for under the appropriate collective bargaining Schedule A/B Agreement, upon proper notice to the Contractor by the appropriate Local Union, an amount sufficient to satisfy the amount claimed shall be withheld by Owner from the Contractor's regularly scheduled periodic or final payment as the case may be. The amount owed shall be held in escrow in the attorney trust account of the counsel to the applicable fringe benefit fund and shall be paid within 30 days unless an arbitrator or a court of competent jurisdiction directs otherwise. Disputes regarding trust funds shall be resolved under the applicable Schedule A/B Agreement.

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

SECTION 1. WORK WEEK AND WORK DAY

- A. The standard work week shall consist of one of the following schedules:
 - 1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
 - 2) Four-Day Work Week: Four-Day Work Week: "4/10s" worked during Monday to Friday, ten (10) hours per day at straight time rates, plus one half (1/2) hour unpaid lunch period each day so long as this is consistent with requirements of the Project final environmental impact statement, permit requirements and/or applicable law.
 - 3) Saturday and Sunday Work. The Contractor may schedule a Saturday or Sunday workday pursuant to the applicable Schedule A/B Agreement so long as this is consistent with requirements of the Project final environmental impact statement, permit requirements and/or applicable law.

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- B. Make-Up Day. When conditions beyond the control of a Contractor, such as severe weather, power failure, fire, or natural disaster, prevent the performance of Project work on a regularly scheduled work day, the Contractor may, on a craft-by-craft basis, and except where prohibited by statute, schedule another weekday or Saturday during that calendar week in which a workday was lost and the pay rate shall be as provided in the applicable Schedule A/B Agreement.

- C. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. for an eight (8) hour day and up to 7:30 p.m. for a ten (10) hour day. The Second/Evening shift shall commence between the hours of 2 p.m. and 8 p.m., unless different times are necessitated by the Owner's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Owner's phasing plans on specific projects. Shift differentials shall be payable pursuant to the applicable Schedule A/B Agreement. Starting and quitting times shall occur at the predetermined staging area agreed upon by the contractor and the union at a pre job conference in accordance with area practice.

- D. Notice - Contractors shall provide not less than 5 days' prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A/B Agreement. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. 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 remain flexible in order to meet

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Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Prime Contractor and must be scheduled with not less than five work days' notice to the Local Union.

B. Second/Third Shift - The second shift (starting between 2 p.m. and 8p.m.) and third shifts shall consist of 8 hours work (or 10 hours of work) for an equal number of hours of pay which shall be payable pursuant to the applicable Schedule A/B and exclusive of a 1/2 hour unpaid lunch period.

C. 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 A.

D. It is agreed that when Project circumstances require a deviation from the above shifts, the involved unions, contractors and the Prime Contractor shall adjust the starting times of the above shifts or establish shifts which meet the Project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

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

* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday pursuant to the craft's Schedule A/B Agreement. Columbus Day and the Friday after Thanksgiving shall be observed as a holiday for Elevator Constructors Local 1 only.

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/B Agreement.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed.

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 Schedule A/B Agreement, if any, not to exceed eight hours at the straight time rate.
- 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 Schedule A/B Agreement, if any.
- 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. No craft is guaranteed a 40-hour workweek on this Project. There shall be no pay for time not actually worked except as specifically set forth in this Agreement or except where specifically provided in an applicable Schedule A/B Agreement.

SECTION 6. PAYMENT OF WAGES

- A. Payday - Payment shall be made by weekly check. drawn on a New Jersey bank with branches located within commuting distance of the job site. 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 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 or Prime 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 hours wages for that day. Further, the employee shall be rehired at such time as 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 electronic 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 which coordinates the meal periods 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 Schedule A/B Agreement.

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.

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/B in a ratio not to exceed the maximum permissible ratio as permitted by applicable New Jersey law and as prescribed in the applicable prevailing wage determination for Hudson 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 Schedule A/B.

SECTION 2. HELMETS TO HARDHATS

The Employers 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 Employers 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.

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

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

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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, the Prime Contractor and the Owner for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors, the Prime Contractor and the 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. 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 employment goals for members of disadvantaged communities 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 all genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

GDC 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/B.

SECTION 5. FULL WORK DAY

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 locations of the staging areas are to be established at a pre-job conference between contractor and the Local Union. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The Owner, the Prime Contractor and the Unions will cooperate in seeking any U.S. Department of Labor and/or NJ Department of Labor and Workforce Development approvals that may be

required for implementation of any terms of this Agreement.

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 GDC's or the Prime 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.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the Prime Contractor, nor 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 18 - FUTURE CHANGES IN SCHEDULE A/B AGREEMENTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule A/B Agreements shall continue in full force and effect until the Contractor and/or Union parties to Schedule A/B Agreements notify the Prime 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 future Schedule A/B 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 provisions in future Schedule A/B Agreements 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 Project Labor Agreement over the incorporation into Schedule A/B Agreement 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 Project Labor Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no Prohibited Activity or other disruptive activity or other violations of Article 7 affecting the Project by any 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. The Contractor agrees that all payments due under any renegotiated area Local Collective Bargaining Agreement shall be made retroactive to the effective date thereof.

ARTICLE 19- DRUGS AND ALCOHOL

A Drug and Alcohol Policy, which includes pre-assignment, post-accident, reasonable suspicion, and return to duty testing is attached to this Agreement as Exhibit 4 and applies to this Project. All signatory Parties to this Agreement shall fully comply with the Project Drug and Alcohol Policy.

ARTICLE 20-MISCELLANEOUS

SECTION 1. MODIFICATIONS

Any modification, amendment, or supplement to this Agreement is not valid or enforceable unless it is in writing and signed by an authorized representative of the Owner, the Prime Contractor, the BTC, and the Unions.

SECTION 2. NOTIFICATIONS

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 e-mail, or sent by Federal Express to the respective addresses set forth below:

To the Owner:

Kris Kolluri, Chief Executive Officer

Gateway Development Commission

Email: kkolluri@gatewayprogram.org

With an email copy to:

Angelo J. Genova, Esq., agenova@genovaburns.com

To the BTC:

Patrick Kelleher, President

Hudson County Building and Construction Trades Council

20 Fairfield Place

West Caldwell, New Jersey 07006

Email: Patrick Kelleher <pkelleher@plumbers24.org>

With an email copy to: Raymond G. Heineman, Esq., rheineman@krollfirm.com

SECTION 3. GOVERNING LAW

This Agreement will be governed by the laws of the United States and of the State of New Jersey.

SECTION 4. COUNTERPARTS AND FASCIMILE TRANSMISSION

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This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission shall be deemed an original signature hereto.

SECTION 5. ENTIRE UNDERSTANDING

The Parties agree that the total results of their bargaining with respect to the subject matter of this Agreement are embodied in the Agreement and neither party is required to render any performance not set forth in the wording of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of May, 2024.

**The Gateway Development
Commission**

**Hudson County Building and Construction
Trades Council AFL-CIO**

By: _____

By: _____

Title: _____

Title: _____

Union Affiliates:

Asbestos Workers, Local 32

Boilermakers, Local 28

Bricklayers and Allied Crafts. Local 4

Carpenters, Local 253

Dockbuilders, Local 1456

Electrical Workers, Local 164

Elevator Workers, Local 1

Heavy Construction Laborers, Local 472

Ironworkers, Local 11

Laborers, Local 3

Millwrights, Local 715

Operating Engineers, Local 825

Operative Plasterers & Cement Masons, Local 29

Painters and Allied Trades, District Council 21

Pipefitters, Local 274

Plumbers, Local 24

Roofers, Local 8
Sheet Metal Workers, Local 25

Sprinkler Fitters, Local 696

Teamsters, Local 560

Tile/Marble/Terrazzo Workers, Local 7

SCHEDULE A

SECTION 1. SUBTERRANEAN PROJECT WORK

The term “Subterranean Project work” is defined in Article 2 and refers to all Project Work, as set forth in Article 3, which is to be performed at or between the North Bergen Portal and the Hoboken Shaft including, but not limited to, all tunneling operations concerning shafts, excavation, dewatering, shoring, forming, pouring, placing and finishing of concrete and grout and the reinforcement of same, the operation of drilling machines, drilling and blasting, the laying of all pipe and conduit, and other related work. The following is illustrative, but not limiting, of Project Work that is Subterranean Project work:

1. Construct the North Bergen Portal, including the open cut;
2. Construct the Hoboken Shaft, including excavation, rock support and rock mass grouting at the toe of the slurry walls (this does not include final lining of the Hoboken Shaft);
3. Construct two bored tunnels from the North Bergen Portal to the Hoboken Shaft; including mining in rock from the North Bergen Portal to the Hoboken Shaft, all electrical work incidental to the mining, and installation of precast concrete tunnel lining;
4. Construct six cross passages between the two bored tunnels, including mining the cross passages, all electrical work incidental to the mining, constructing rock support, installation of a waterproofing membrane system, and cast-in-place concrete tunnel lining; and
5. Transport of excavated tunnel and cross passage material to the North Bergen Portal construction site.

SECTION 2. SCHEDULE A UNIONS

The term “Schedule A Unions” is defined in Article 2 and refers to the following Unions that are eligible for an assignment of Subterranean Project work, as provided for in Article 2 and Article 10:

1. Carpenters, Local 253;
2. Heavy Construction Laborers, Local 472;
3. Electrical Workers, Local 164
4. Ironworkers, Local 11; and
5. Operating Engineers, Local 825;
6. Teamsters, Local 560;

The Schedule A Unions’ respective agreements (a.k.a. Schedule A Agreements, as defined in Article 2) are collectively attached as Exhibit 1.

SCHEDULE B

SECTION 1. SURFACE PROJECT WORK

The term Surface Project work is defined in Article 2 and refers to all Project Work, as set forth in Article 3, that is not Subterranean Project work.

SECTION 2. SCHEDULE B UNIONS

The term “Schedule B Unions” is defined in Article 2 and refers to the following Unions:

1. Asbestos Workers, Local 32
2. Boilermakers, Local 28
3. Bricklayers and Allied Crafts. Local 4
4. Carpenters, Local 253
5. Dockbuilders, Local 1456
6. Electrical Workers, Local 164
7. Elevator Workers, Local 1
8. Heavy Construction Laborers, Local 472
9. Ironworkers, Local 11
10. Laborers, Local 3
11. Millwrights, Local 715
12. Operating Engineers, Local 825
13. Operative Plasterers & Cement Masons, Local 29
14. Painters and Allied Trades, District Council 21
15. Pipefitters, Local 274
16. Plumbers, Local 24
17. Roofers, Local 8
18. Sheet Metal Workers, Local 25

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19. Sprinkler Fitters, Local 696

20. Teamsters, Local 560

21. Tile/Marble/Terrazzo Workers, Local 7

The Schedule B Unions' respective agreements (a.k.a. Schedule B Agreements, as defined in Article 2) are collectively attached as Exhibit 2.

**PROJECT LABOR AGREEMENT COVERING THE
PALISADES TUNNEL PROJECT IN NORTH BERGEN, UNION CITY,
WEEHAWKEN AND HOBOKEN, NEW JERSEY
TELE-DATA ADDENDUM**

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

SIGNATORY UNIONS

BY: _____

BY: _____

**PROJECT LABOR AGREEMENT COVERING THE
PALISADES TUNNEL PROJECT IN NORTH BERGEN, UNION CITY,
WEEHAWKEN AND HOBOKEN, NEW JERSEY**

SHEET METAL ADDENDUM

(General Contractor) (Project Management Firm) agrees that when subcontracting for prefabrication of H.V.A.C. duct and other related sheet metal, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under agreements between local affiliates of Sheet Metal Workers' International Association and local sheet metal fabricators.

(General Contractor) (Project Management Firm) and the Sheet Metal Workers' International Association agree to work with fabrication shops referenced in the Addendum. This joint effort will be directed at improving fabricators' competitiveness through the application of continuous improvement principles.

(Prime Contractor)

Sheet Metal Workers'
International Assoc. Local #25

**PROJECT LABOR AGREEMENT COVERING THE
PALISADES TUNNEL PROJECT IN NORTH BERGEN, UNION CITY,
WEEHAWKEN AND HOBOKEN, NEW JERSEY**

TEAMSTERS LOCAL 560 ADDENDUM

1. Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement, a Contractor who becomes signatory to this Project Labor Agreement who is not already a participating and contributing employer to the pension fund(s) specified in the Exhibit A collective bargaining agreement (currently the Trucking Employees of North Jersey Pension Fund;, hereinafter the “TENJ Pension Fund,” and the Teamsters Local No. 408 Pension Fund), shall make direct all contributions required by the Exhibit A collective bargaining agreement exclusively to the Trucking Employees of North Jersey Annuity Fund, a defined contribution plan. Any such Contractor shall not participate in nor contribute to the TENJ or Local 408 Pension Funds, and shall have no obligation to the TENJ or Local 408 Pension Funds.
2. Any Contractor who is already participating in and contributing to the TENJ or Local 408 Pension Fund, separately from this Project Labor Agreement, shall pay contributions as provided for in Article 11, Section 2 of this Project Labor Agreement.

**Agreed to and accepted this _____ day
of _____, 2024:**

For the Prime Contractor:

For Teamsters Local 560

EXHIBIT 1

To be provided.

EXHIBIT 2

To be provided.

EXHIBIT 3

**PROJECT LABOR AGREEMENT
COVERING THE
PALISADES TUNNEL PROJECT IN
NORTH BERGEN, UNION CITY, WEEHAWKEN AND HOBOKEN, N.J.
UNION CITY, WEEHAWKEN AND HOBOKEN, N.J.
LETTER OF ASSENT**

Re: Project Labor Agreement, Palisades Tunnel Project
The Hudson County Building & Trades Council, AFL-CIO and
The Gateway Development Commission dated _____
(the "Agreement")

The undersigned, as a Prime Contractor, Contractor(s) or Subcontractor(s) on a Contract which is part of large project construction for the Gateway Development Commission known as the Palisades Tunnel Project in North Bergen, Union City, Weehawken and Hoboken, New Jersey 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 was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the 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 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 that 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 a form identical to this document prior to commencement of any work.

Company Name

By: _____

Contract Number _____

Title: _____

Prime Contractor _____

Date: _____

cc: (Unions employed by Contractor)

EXHIBIT 4
PROJECT LABOR AGREEMENT
COVERING THE
PALISADES TUNNEL PROJECT IN
NORTH BERGEN, UNION CITY, WEEHAWKEN AND HOBOKEN, N.J. UNION CITY,
WEEHAWKEN AND HOBOKEN, N.J.

DRUG AND ALCOHOL POLICY

To be provided.

EXHIBIT B
LETTER AGREEMENT
BETWEEN
GATEWAY DEVELOPMENT COMMISSION
AND
HEAVY AND GENERAL LABORERS LOCAL 472

GATEWAY PROGRAM

Kris Kolluri
Chief Executive Officer
Gateway Development Commission

Mr. Michael Hellstrom
Mr. Manuel Amador

Re: Letter Agreement regarding Subterranean Work to be Performed by Members of Heavy and General Laborers Local 472 at the Palisades Tunnel Project

Gentlemen:

This letter confirms the agreement reached between the Gateway Development Commission (“GDC”) and Heavy and General Laborers Local 472 regarding the wage rates that will apply to the Subterranean Work (as defined in Article 2 of the Project Labor Agreement covering the Palisades Tunnel Project (“PLA”)) that the Heavy and General Construction Laborers Local 472 will perform pursuant to the PLA covering the Palisades Tunnel Project (the “Work”).

Straight Time Rate for Subterranean Work. For the Work covered by the PLA, the straight time rates to be paid will be the rates provided for in the New Jersey Prevailing Wage Rate Determination titled **Free Air Tunnel Jobs- Entire State** (“FATJ-ES PWD”) as more specifically set forth in the attached rate schedule.

The GDC and Heavy and General Laborers Local 472 expressly agree that any provisions in any of the Schedule A/B Agreements setting forth rates and/or hours for “bi-state” or “cross-Hudson” or “trans-Hudson” project work do not apply to this Project.

This letter confirms our agreement that the wage rates that will apply to Subterranean Work performed by Heavy Construction Laborers Local 472 for the Hudson River Tunnel Project, estimated to begin in October 2025, will be the wage rates prescribed by the New Jersey Department of Labor and

DRAFT AGREED UPON BY PARTIES - SUBJECT TO APPROVAL BY GDC BOARD OF COMMISSIONERS

Workforce Development in the Prevailing Wage Rate Determination for **Heavy & General Laborers – New Trans Hudson Tunnels**, as it may be amended from time to time.

Kris Kolluri
Chief Executive Officer
Gateway Development Commission
Dated: May , 2024

Michael Hellstrom
Vice President and Eastern Regional
Manager
Dated: May , 2024

Manuel Amador
Business Manager
Dated: May , 2024

Local 472 & 172 Free Air Tunnel Jobs

<u>Wages</u>	<u>3/1/24</u>	<u>3/1/25</u>	<u>3/1/26</u>
Walking Boss & Superintendents.....	\$65.06	\$67.13	\$69.31
Heading Foremen, Shaft Foremen, Rod Foremen, Electrician Foremen, Rigging Foremen.....	\$64.69	\$66.75	\$68.94
Iron Foremen, Caulking Foremen, Form Foremen Concrete Foremen, Grout Foremen, Cement Finishing Foremen, Clean-up Foremen, Track Foremen.....	\$64.06	\$66.13	\$68.31
Blasters.....	\$67.19	\$69.25	\$71.44
Top Labor Foremen.....	\$63.38	\$65.44	\$67.63
Skilled Men (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyer Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, All Other Skilled Men).....	\$62.94	\$65.00	\$67.19
Semi-Skilled Men (including Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Cable Men, Hose Men, Grout Men, Gravel, Form Men, Pipelayers, Conduit Installers, Bell or Signal Men (top or bottom), Form Workers and Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers, All other Semi-Skilled Men.....	\$62.75	\$64.81	\$67.00
All others (including Powder Watchmen, Change House Attendants, Top Laborers)	\$62.25	\$64.31	\$66.50

Traffic Control Coordinator: when working as a TCC all classifications to receive \$.75 above their current rate of pay.

Shift Differential: see Article 24. Shifts b)

Hazardous Waste Laborer: Hazardous Waste Removal Work in Level A, B, or C, that requires personal protection, the rate will be the regular hourly Classification rate plus \$5.00 per hour.

Hazardous Waste removal work in Level D, or where personal protection is not required, or where a Hazardous Waste Certificate is required, the rate will be the regular hourly classification rate plus \$1.00 per hour.

Job Steward to receive \$.50 over regular hourly rate of classifications.

FRINGE BENEFITS

<u>FRINGE BENEFITS</u>	<u>3/1/24</u>	<u>3/1/25</u>	<u>3/1/26</u>
Health and Welfare	\$12.30	\$12.80	\$13.30
Pension	\$10.95	\$11.45	\$11.95
Annuity Fund	\$ 8.00	\$ 8.50	\$ 9.00
Vacation Fund	\$ 4.25	\$ 4.50	\$ 4.50
Safety, Education & Training Fund.....	\$.65	\$.65	\$.65
C.I.A.P.	\$.18	\$.23	\$.23
LIUNA Health and Safety Fund	\$.10	\$.10	\$.10
LIUNA L.E.C.E.T. Fund	\$.40	\$.40	\$.40
Market Recovery Fund.....	\$.50	\$.50	\$.50
N.J.S.L.P.A.C. (a)	\$.20	\$.20	\$.20
L.E.R.O.F. (b).....	\$.40	\$.40	\$.40
Local 472 Dues Supplement (c) 2.5% of Gross Wages			
Local 172 Dues Supplement (c) 3.5% of Gross Wages			

NOTES:

To be deducted from employee wages:

(a) N.J.S.L.P.A.C.

(b) L.E.R.O.F.

(c) Local 472 & 172 Dues Supplement