MARCH 11, 2025
IMPROVEMENT TO THE STAMFORD MAINTENANCE OF EQUIPMENT (MOE) FACILITY
FTA PROJECT NO. CT-2023-025-01
STATE PROJECT NO. 0301-0509
CITY OF STAMFORD

ADDENDUM NO. 2

This Addendum addresses the following questions and answers contained on the "CT DOT QUESTIONS AND ANSWERS WEBSITE FOR ADVERTISED CONSTRUCTION PROJECTS":

Question and Answer Nos.: 9, 42, 61.

SPECIAL PROVISIONS
REVISED SPECIAL PROVISIONS

The following Special Provisions are hereby deleted in their entirety and replaced with the attached like-named Special Provisions:

- NOTICE TO CONTRACTOR – PROJECT LABOR AGREEMENT
- NOTICE TO CONTRACTOR – RESPONSIBILITY MATRIX FOR FORCE ACCOUNT AND RELATED WORK

PROJECT LABOR AGREEMENT

The DRAFT Project Labor Agreement is hereby deleted and replaced with the attached Project Labor Agreement:

- PROJECT LABOR AGREEMENT

CONTRACT ITEMS
REVISED CONTRACT ITEMS

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY
0503021A	RAILROAD TRACK PAN	120 L.F.	80 L.F.
0706001	MICROPILES	146 EA.	153 EA.

The Bid Proposal Form has been revised to reflect these changes.

There will be no change in the number of calendar days due to this Addendum.

The foregoing is hereby made a part of the contract.

NOTICE TO CONTRACTOR – PROJECT LABOR AGREEMENT

The Contractor is hereby notified that a Project Labor Agreement (PLA) is required as part of this Contract.

The Contractor will be required to sign the attached executed PLA prior to the Award of this Contract. At Award, the Contractor will be required to sign the "Acceptance of Agreement" form, acknowledging that the Contractor has received a fully executed copy of the PLA, and accepts and agrees to be bound by the PLA for Project No. 0301-0509.

NOTICE TO CONTRACTOR – RESPONSIBILITY MATRIX FOR FORCE ACCOUNT AND RELATED WORK

The Contractor is hereby notified that the following table represents construction services and materials to be furnished and completed by Metro-North Railroad (MNR) Forces and the State's (CTDOT's) Contractor.

The following table may not be inclusive and does not relieve the Contractor from its responsibility to furnish and complete the work as shown in the Contract Documents and to coordinate said work with MNR that is required under Contract Provisions.

The Contractor shall also be responsible for the coordination of the work of its various subcontractors. The Contractor shall coordinate his operation with Metro-North Railroad operations associated with Railroad force account work. In the event of conflicting outages, mainline work (Capital and Maintenance of Way) will take priority and the contractor shall continue work on other critical or near-critical path items; any delays will be compensated with calendar days only (non-compensatory). The contractor will need to consider potential outage conflicts and bid items (mobilization, remobilization) accordingly.

Work performed by MNR will directly affect the Contractor's operation. Special coordination efforts by Contractor will be required in support of MNR force account work which may be executed in multiple stages at various times and locations throughout the duration of the Project.

The Contractor shall provide MNR access to the Project site as required for MNR to complete its work.

The Contractor shall provide notice to MNR prior to performing demolition or construction work at the Facility to allow for MNR to relocate materials, equipment, and operations from the area.

DESCRIPTION	UTILITY PROVIDER	CONTRACTOR	METRO-NORTH
GENERAL WORK			
Remove and/or relocate materials and equipment from construction areas			**X**
Provide work train and crew for MNR construction services as required			**X**
Provide flagmen as required			**X**

during construction			
Provide Class A personnel protection as required			**X**
Track Monitoring		**X**	
Demolition Work - Sedimentation and Control		**X**	
Demo Site Features - Construction Area Fencing and Retaining Walls		**X**	
Removal of Asphalt Pavement		**X**	
CIVIL WORK			
All civil work items		**X**	
Demolition as shown on contract plans		**X**	
Excavation adjacent to Track		X	X (witness)
TERS Approval			X
Relocation/Disposal of any equipment in Refuse Areas		X	X (witness)
Relocation of equipment by new Track 46		X	X (witness)
Relocation of ground-level yard equipment due to potential conflicts		X (provide advanced notice and field meeting)	X (witness)
RAILROAD TRACK WORK			
Busing outage (requires 1 month notice from Contractor)			X
Procure 136 RE CWR		**X**	
Install 136 RE CWR		**X**	X (witness)
Demolish Track 46		**X**	X (witness)
Install Track 44 Embedded Rail		**X**	X (witness)
Relocate Track 46 bumping post		**X**	X (witness)
Procure and install track pans		**X**	X (witness)
Inspection of track during any excavation and cross-track dig activities in upper and lower yard			X

Procure track components such as ties, tie plates, joint bars, bolts, nuts, spring washers, track spikes, rail anchors for timber ties and direct fixation track		**X**	
Install track components such as ties tie, plates, joint bars, bolts, nuts, spring washers, track spikes, rail anchors for timber ties and direct fixation track for Track 46		**X**	X (witness)
Procure rubber grade crossing panels and Install rubber grade crossing		**X**	X (witness)
Final resurfacing and alignment		**X**	X (witness)
Survey and submit final track alignment to client		**X**	
Final Inspection and Testing		X	X
COMMUNICATIONS / SECURITY			
Furnish and install all new CCTV cameras, mounts, hardware, and associated infrastructure including but not limited to conduits, poles, foundations, grounding system, network and power cabling, termination, and testing.		**X**	
Furnish and install remote CCTV cabinets, remote CCTV cabinet equipment, communications cabinet, communications cabinet equipment, hardware and associated infrastructure including but not limited to grounding system, straps and supports.		**X**	
Furnish and install access control equipment to include but not limited to mounts, enclosures, conduits, cabling, terminations, and testing.		**X**	

Coordinate with Engineer and MNR on final equipment locations (including poles, cabinets, and cameras), cameras views, conduit routing, and equipment mounting heights.		**X**	
Furnish and install WiFi equipment including but not limited to wireless access points, mounts, enclosures, conduits, cabling, terminations, and testing.		**X**	
Approve Positioning and Views of CCTV Cameras.			**X**
Splice communication cables (There shall be no underground communication cable splices – copper or fiber).			**X**
Terminate fiber optic cables and copper cables (MNR will only terminate at end of the fiber cable where there is an existing in service above ground splice chamber, network switch, or equipment supplied by MNR. All other terminations at new above ground splice chamber or at the new equipment are to be performed by the contractor and the test results to be submitted to MNR for review).		**X**	
TRACTION POWER			
De-energizing MNR in-service equipment			X
Connections to MNR in-service equipment			**X**
Furnish and Install traction power duct banks and equipment pad		**X**	

UTILITY WORK			
Furnish and install new water mains, sanitary service, service consoles, hydrants, OWS, drainage system.		**X**	
Final Testing of Yard sanitary /water lines, hydrants, service consoles, OWS		**X**	X (Witness)
Disconnect existing electrical utility transformer and utility meter at MOE Facility			X
Disconnect existing electrical equipment (hazmat storage) identified for removal			X
Reconnect electrical service to relocated hazmat storage			X
Final Testing of Electrical Work		X	X (Witness)
Shut off and return to service existing water main as necessary to construct new water mains			X
SECTIONALIZATION			
Furnish and install commutating section insulators.		**X**	
Furnish and install all rail insulated joints.		**X**	
Perform all final connections and splices.		**X**	
FACILITY WORK			
Provide access to MOE equipment rooms and other yard buildings			X
Relocate/protect materials in storage room			X
Relocate Yard Master Office equipment			X
Relocate and/or protect office equipment and furniture during construction activities		**X**	
Relocate shop floor equipment			X

De-energize/shut-off/disconnect existing mechanical and electrical systems prior to demolition work			X
Tie-in of new facility fire alarm, HVAC, plumbing, fire suppression, electrical systems		**X**	
Training of new building systems		**X**	X (attend training)

IMPROVEMENTS TO THE STAMFORD MAINTENANCE OF EQUIPMENT FACILITY

CTDOT State Project #0301-0509

PROJECT LABOR AGREEMENT

BETWEEN

PRIME CONTRACTOR

AND

THE FAIRFIELD COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
THE NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTER

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PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 202____, by and between the Prime Contractor ("PC") and the Fairfield County Building and Construction Trades Council (hereinafter referred to as the "Council") and each of its affiliated Local Unions and the North Atlantic States Regional Council of Carpenters (hereinafter individually and collectively referred to as "Union" or "Unions" or "Local Unions"), with respect to site work, demolition, and construction of the Improvements to the Stamford Maintenance of Equipment (MOE) Facility Project , Department of Transportation of Connecticut, State Project No. #0301-0509 (hereinafter referred to as the "Project").

It is understood by the parties (collectively "Parties"; individually "Party") that this Agreement is in accordance with §31-56b of the Connecticut General Statutes and it is the intention of the Project owner, the Connecticut Department of Transportation (the "Owner"), that work within the scope of the Agreement shall be performed by the PC and all Subcontractors of any tier (hereinafter referred to as "Contractors" and as more particularly described in the next paragraph) who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that Contractors may execute an Acceptance of Agreement in the form attached to this Agreement as Exhibit A, which Exhibit is incorporated herein, for the purpose of performing work on the Project. The PC shall monitor and enforce compliance with this Agreement by the Unions and by all Contractors who, through their execution of the Acceptance of Agreement, have become bound hereto.

The term "Contractors" shall include the Prime Contractor (PC), all subcontractors and sub-subcontractors of whatever tier engaged in on-site construction work or dedicated off-site construction work within the scope of this Agreement. The Unions and all Contractors agree to

abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the PC and the performance of all Contractors on the Project. All Contractors shall become parties to this Agreement whether or not they operate their businesses as Union or non-Union companies on work not covered by this Agreement. The Unions, the PC and all other Contractors agree that this Agreement applies only to this Project and nothing in this Agreement requires either the Owner or any Contractor to become party to or to be required to sign any collective bargaining agreement as a condition of performing work within the scope of this Agreement. This Agreement and the Local Collective Bargaining Agreements attached as Schedule A represent the complete understanding of the Parties.

ARTICLE I.
PURPOSE

The timely and successful completion of the Project is of paramount importance to the Owner. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to binding methods for the settlement of all misunderstandings, disputes or grievances which may arise as set forth in Articles VII and VIII of this Agreement. This Agreement will foster the achievement of these goals by: **(1)** prohibiting strikes, sympathy strikes, slowdowns, walkouts, lockouts, picketing and other interruptions or disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; **(2)** standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; **(3)** permitting flexibility in scheduling work and shift hours and times to enhance coordination of work among the various

crafts on the Project and to promote efficiency and economy of operations; **(4)** adjusting work rules and staffing requirements from those which otherwise might pertain to enhanced coordination of the work among the various crafts on the Project, and to promote efficiency and economy of operations; **(5)** providing comprehensive and standardized mechanisms for the settlement of disputes that can be implemented without delay, including those relating to grievances, job disputes and trade jurisdiction; **(6)** ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; **(7)** encouraging the use of local residents by Contractors; **(8)** establishing goals for and encouraging the use of apprentices by all Contractors, whenever and wherever possible and feasible; **(9)** expediting the Project work and otherwise minimizing potential disruptions for the duration of the Project; **(10)** inviting all Contractors to bid on the Project without regard to whether the employees are members of a labor organization as defined in Section 31-101 of the Connecticut General Statutes; **(11)** permitting the selection of the lowest responsible qualified bidder without regard to labor organization affiliation; **(12)** not requiring compulsory labor organization membership of employees working on the Project; and **(13)** binding all Contractors to the terms of the Agreement.

ARTICLE II.
SCOPE OF THE AGREEMENT

SECTION 1. This Agreement shall apply and is limited to all site work, demolition, construction, and dedicated off-site work as defined in Article III, Section 5 within the scope of the Project under the direction of the Contractors who have contracts awarded for such work on and after the effective date of this Agreement.

SECTION 2. (a) The PC has the absolute right to award sub-contracts on this Project without reference to the existence or non-existence of any collective bargaining agreements between such

Contractor and any signatory Union to this Agreement; provided that such Contractor is willing, ready and able to execute the attached Acceptance of Agreement and comply with this Agreement.

(b) It is agreed that no Contractor shall be awarded contracts for work covered by this Agreement until such Contractor has duly executed the attached Acceptance of Agreement, thereby becoming bound by the terms and conditions of this Agreement. All Contractors shall promptly provide copies of all executed Acceptance of Agreement forms to the PC.

SECTION 3. (a) Incorporated into this Agreement by reference are the Local Collective Bargaining Agreements or standard agreements between the Unions and their respective employer associations and any successor Local Collective Bargaining Agreements (hereinafter referred to as "Schedule A's").

The provisions of this Agreement (including the Schedule A's) shall apply to the construction of the Project, notwithstanding the provisions of any local, area and/or national bargaining or standard agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by provisions of one of the Schedule A's, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of one of the Schedule A's and not covered by this Agreement, the Schedule A's provisions shall apply.

(b) Any dispute as to whether this Agreement or the applicable Schedule A determines the wages, hours and working conditions of employees on the Project shall be resolved pursuant to Article VIII of this Agreement by an Arbitrator selected by the Parties at the time of signing the Agreement in accordance with the procedures of the American Dispute Resolution Center (ADRC). A Party invoking such arbitration shall notify the Arbitrator by written notice delivered via hand delivery or any recognized overnight carrier delivery with a copy to the other Party or

Parties to such dispute delivered via hand delivery or any recognized overnight carrier delivery. In the event the Arbitrator is unable to hear any such dispute within ten (10) days of receipt of notice, the Parties to such dispute shall choose an alternative Arbitrator. It is understood that this Agreement, together with the attached Schedule A's, constitutes a self-contained, standalone agreement and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign or in any way be bound by any other Local, Area or National Agreement.

SECTION 4. This Agreement shall only be binding on the Parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

SECTION 5. This Agreement shall be limited to work customarily recognized as construction work including, specifically, the site preparation and related demolition work necessary to prepare the site for construction and dedicated off-site work as is directed by the PC. "Dedicated off-site work" shall be defined as work done at a facility or location established exclusively for the Project which work is performed outside of the geographic footprint of the Project. Contractor's yards or fabrication sites which include other operations are excluded from the Project.

SECTION 6. It is understood that the liability of any individual Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, the Construction Manager, and/or any other Contractor.

SECTION 7. Items specifically excluded from the scope of this Agreement include, but are not limited to, the following:

(a) Work of non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, surveyors, (except where expressly covered by a Schedule A to this Agreement), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail

carriers, clerks, office workers, including messengers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the Owner.

(c) All off-site fabrication, assembly, and handling of materials, equipment or machinery; and all deliveries of those items with the exception of concrete, to and from the Project site.

(d) All employees of the Owner or their representative not a party to this Agreement, and all employees of the Contractor not performing manual labor.

(e) Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their contractors; or by public utilities, or their contractors, and/or by the Owner, or its contractors (for work which is not part of the Project).

(f) Off-site maintenance on leased equipment and on-site supervision of such work.

(g) Off-site warranty functions and warranty work, on-site supervision of such work.

SECTION 8. None of the provisions of this Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees or contractors from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the applicable Contractor and accepted by the Owner, the Agreement shall not have further force and effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

ARTICLE III.

UNION RECOGNITION AND EMPLOYMENT

SECTION 1. The PC and other Contractors recognize the Unions as the sole and exclusive bargaining representative for all craft employees within their respective jurisdictions working within the scope of this Agreement.

SECTION 2. Applicants for various job classifications covered by the Agreement required by the Contractors on the Project shall be referred to the Contractors by the Local Union. Each Contractor shall have the right to determine the competency of its employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article IV of this Agreement and the attached Schedule A's. Each Contractor shall also have the right to reject any applicant referred by the Local Union, subject to the show-up payments required by this agreement.

SECTION 3. **(a)** Recognizing that this is a publicly financed and supported Project for the benefit of the residents of the State of Connecticut, the Parties agree that any special conditions required of the Contractors by the Owner will be observed and accepted for the performance of Project work, including but not limited to:

(i) payment of wages and benefits at least equal to those established by the applicable prevailing wage statute and regulations;

(ii) the encouragement of employment of minorities, women, veterans, and residents of the labor market within which the Project is located;

(iii) the participation in Project work of certified Disadvantaged Business Enterprises (DBE); and

(iv) the encouragement of the utilization of properly trained and qualified apprentices.

Nothing in this Section 3 shall require Contractors to hire workers that such Contractors believe are not qualified for the available work.

(b) The PC and the Council acknowledge that this Project is subject to the Federal DBE Program and all Contractors will make good faith efforts to meet or exceed the Project goals for DBE participation of 7 percent which are contained in the bid requirements.

SECTION 4. For a Local Union having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to make use of such system. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5. Nothing in this Agreement requires employees to join a Union or pay dues or fees to a Union as a condition of working on the covered Project. This Agreement is not, however, intended to supersede independent requirements in applicable Local Union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

SECTION 6. In the event that any Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ applicants from any other available source.

SECTION 7. In the event that the Local Union does not have a job referral system as set forth in Section 2 of this Article, the Local Union shall refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 4 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 8. The Local Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 9. (a) The Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractors, including any specific employment conditions to which the Contractor is obligated pursuant to the provisions of the statutes and regulations governing development of the Project. Where employees require Occupational Safety and Health Administration-approved hazardous materials training, the Unions agree to provide such training at no additional cost to the Contractor.

(b) Further, the Parties recognize the level of activity in the construction industry within the area and the State of Connecticut at the time of the execution of this Agreement. Each Contractor shall have the ability to bring a reasonable number of its key employees to work on the Project provided that (i) as a general rule such employee complement does not exceed thirty percent (30%) of its workforce in any given month, and (ii) such employee complement is consistent with Federal Equal Employment Opportunity requirements and affirmative action goals contained in the bid specifications. Notwithstanding the above requirements, DBE certified Contractors will be allowed to bring up to fifty percent (50%) of their workforce to work on the Project, and their numbers will be included in the thirty percent (30%) goal calculation. The PC

and the Council will work together to implement procedures and advise the Unions of reasonable means to effectuate the intent of this provision.

SECTION 10. The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of each Contractor. All employees shall take orders from his or her designated Contractor representative.

SECTION 11. Except as provided in Article IV, Section 3, individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

SECTION 12. Helmets to Hardhats.

(a) The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of military veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the Connecticut Department of Labor's Jobs Funnel Initiative, 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.

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

ARTICLE IV.

UNION REPRESENTATION

SECTION 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2. Stewards.

(a) Each signatory Local Union shall have the right to refer a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his or her duties as steward. Such referred steward shall not exercise any supervisory functions. Stewards will be allowed to devote a reasonable amount of time to discharge their responsibilities as stewards; however, there will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to his or her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the resolution of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and not with the employees of any other Contractor. Contractors will not discriminate against the steward in the proper performance of his/her Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; provided that this subsection shall not be construed to supersede the provisions of any applicable Schedule A, which contains a procedure for establishing equitable distribution of overtime.

SECTION 3. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. If a steward

is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the directly employing Contractor which imposed such discharge or discipline.

ARTICLE V.
MANAGEMENT RIGHTS

SECTION 1. The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees who shall be engaged for such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any customary, industry-recognized methods or techniques of construction and nothing herein shall affect the role and responsibility of the Contractor on this Project.

SECTION 2. Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment according to the Schedule A's or as customarily performed in this area. The on-site installation or application of such items shall be performed by the Union trade having jurisdiction over such work.

SECTION 3. The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time to time during the Project. The Unions agree that they will not in any way restrict the implementation of such new devices or work methods and there shall be no limit on production by workers or restrictions on the full use of tools and equipment. If there is any disagreement between a Contractor and the Union concerning the manner or implementation of such devices or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to initiate a dispute as set forth in Article VIII of this Agreement.

ARTICLE VI.
PRE-JOB CONFERENCE

SECTION 1. There shall be a mandatory pre-job conference initiated by the PCwhich shall address all the specific and substantial issues affecting the Project at a time and location to be determined by the PC. The Parties agree to use such conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs, or the Project schedule. Architects and design professionals may be involved in the pre-job conference to ensure that the Project is fully understood by all Parties involved. A well-planned pre-job conference with labor and management can result in substantial cost savings.

Further, each subcontractor to the PC shall conduct a pre-job conference with the appropriate signatory Union(s) prior to commencing work. The PC and the Council shall be advised in advance of all such conferences and may participate if they wish.

SECTION 2. A Steering Committee consisting of the President of the Fairfield County Building and Construction Trades Council, the Owner or its designee and the PC shall be established to ensure smooth implementation of this Agreement. The Committee shall meet on a designated day on a monthly basis, provided nothing herein shall prevent such Committee for meeting more often,

as may be necessary. The Steering Committee shall have the authority to recommend amendments to this Agreement for consideration by the Union, the PC and the Owner.

ARTICLE VII.
WORK STOPPAGES AND LOCKOUTS

SECTION 1. There shall be no strikes, sympathy strikes, walkouts, picketing (including but not limited to economic, area standards, or informational), work stoppages, slowdowns, interruptions or other disruptive activity for any reason by any Union or employees against any Contractor covered under this Agreement or which otherwise disrupts Project work, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site is a violation of this Article.

SECTION 2. Any Contractor may discharge any of its employees for violating Section 1 of this Article, and any such employee will not be eligible for employment under this Agreement for a period of ninety (90) working days from the date of his or her discharge. Each Contractor and each Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3. Any Party may institute the following procedure in lieu of, or in addition to, any other action at law or equity, when a breach of Section 1 of this Article is alleged:

(a) A Party invoking this procedure shall immediately notify the subject Contractor or Union, as applicable. These Parties shall, within two (2) days, agree to a permanent Arbitrator ("Arbitrator") for the subject dispute. Notice to the Arbitrator shall be by telephone and fax and/or e-mail with notices by telephone, fax and/or e-mail, or any recognized overnight carrier delivery to the Party alleged to be in violation. The Party invoking this procedure shall also give notice to the PC.

(b) Upon receipt of said notice, the Arbitrator selected by the Parties to the contract or his or her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the subject Parties by telephone and fax and/or e-mail of the reasonable place and time he or she has chosen for this hearing. Said hearing shall be completed in one session which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by the subject Parties. A failure of any such Party or Parties to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. The Arbitrator shall provide all notifications and decisions made pursuant to this subsection to the PC at the same time as the same are provide to the Parties to the dispute.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article has occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. The Arbitrator's decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party to the dispute desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Arbitrator's decision. The Arbitrator may order cessation of the violation of Section 1 of this Article and other appropriate relief, and such decision shall be served on all Parties to the dispute and the PC by hand or fax and/or e-mail and by certified mail, return receipt requested, upon issuance. No Party may authorize an Arbitrator to consider any matter in justification, explanation or mitigation of such violations or to award damages.

(e) The Arbitrator's decision may be enforced by any Court of competent jurisdiction upon the filing of the Arbitrator's decision and all other relevant documents referred to hereinabove in the following manner. Telephonic and fax and/or e-mail notice of the filing of such enforcement proceeding shall be given to the other Parties to the dispute and the PC. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under subsection (d) of this Article, all Parties to the dispute waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any such Party's right to participate in the hearing for a final order of enforcement.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are, to the extent possible, hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the Party or Parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the Party who invokes the arbitration.

(h) It is the responsibility of each Local Union and Contractor to keep on file with the Owner and the PC a current address or operating fax number and/or e-mail address to which notices and notifications under this Article may be sent. Any Local Union or Contractor failing to do so hereby waives its rights to claim that it did not receive proper or timely notice or notification of any action taken by a Party or Arbitrator pursuant to this Article.

(i) If the Arbitrator determines that a violation has occurred in accordance with subsection 3(d) of this Article VII, the violating Party(ies) shall, within eight (8) hours of receipt of the Arbitrator's decision, direct a cessation of such activity held to be in violation. If such violation has not ceased and/or work recommenced consistent with the Arbitrator's decision and

this Agreement by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hours, and the violating Union(s) or Contractor(s) has not made all good faith efforts available to comply with the Arbitrator's decision, then the violating Party shall pay the sum of five thousand dollars ($5,000.00) as liquidated damages to the Owner and shall pay, as liquidated damages, an additional five thousand dollars ($5,000.00) per shift for each shift thereafter on which the violation is not ceased and/or work is not recommenced. The liquidated damages contained in this Article are limited solely to the failure of a signatory Union to direct its members to cease engaging in a work stoppage following an Arbitrator's decision. The Arbitrator shall retain jurisdiction to determine compliance with this Section.

SECTION 4. Procedures contained in Article VIII of this Agreement shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article VII may resort to the procedures of Article VIII to determine only if he or she was engaged in that violation. Further, disputes alleging a violation of any other provision of this Agreement, including any underlying dispute(s) alleged to be in justification, explanation or mitigation of any violation of Section 1 of this Article VII, shall be resolved under the procedures of Article VIII of this Agreement.

SECTION 5. In the event of any work stoppage, strike, sympathy strikes, slowdowns, picketing, interruptions or any other disruptive activity in violation of Section 1 of this Article, the Owner may suspend all or any portion of Project work affected by such activity at the Owner's discretion and without penalty or consequence.

SECTION 6. At its option, the Owner may participate in any proceedings initiated under this Article, and may receive copies of notifications through its PC, and no rights or liabilities shall accrue against the Owner pursuant to this Agreement.

ARTICLE VIII.
GRIEVANCES

SECTION 1. This Agreement is intended to provide close cooperation between management and labor. The PC and the Council shall each assign a representative to this Project for the purpose of assisting the Unions, together with the Contractors, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2. The Contractors and Unions agree to resolve issues of dispute in accordance with the arbitration provisions set forth in this Article, except as otherwise set forth in Article VII of this Agreement. The Unions and Contractors, by signing this Agreement, shall similarly bind employees to such provisions.

SECTION 3. Any question or dispute arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she must, to pursue the grievances, shall, through his or her Local Union business representative or job steward, within seven (7) working days after the individual knew or reasonably should have known of the occurrence of the alleged violation, give notice to the work site representative of the involved Contractor and the work site representative and PC stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within seven (7) days after timely notice has been given. If those parties fail to resolve the matter within the prescribed period, the grieving party may, within seven (7) days thereafter, pursue Step 2 of this grievance procedure

provided the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance allegedly occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances settled at Step 1 of this Section shall be non-precedential except as to the parties directly involved unless endorsed by the Owner through its PC within seven (7) days after resolution has been reached and the terms of the resolution are set forth in writing to the subject Union and the subject Contractor.

(b) Should the Local Union(s) or any Contractor have a grievance with the other Party and, if after conferring, a settlement is not reached within seven (7) days, the grievance shall be reduced to writing and proceed to Step 2 of this Section in the same manner as Step 1(a) above, for the resolution of an employee complaint.

Step 2. The designee of the involved Local Union, together with the International Union representative of that Union, if applicable, the representative of the involved Contractor, and a representative of the PC (or his/her designee) shall meet within seven (7) days of the referral of the grievance to this second step to attempt to arrive at a satisfactory settlement thereof. If such Parties fail to reach an agreement, the grievance may be appealed in writing in accordance with the provisions of Step 3 of this Section within fourteen (14) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted, but not resolved pursuant to Step 2, any party to the grievance may request, in writing, within fourteen (14) calendar days after the initial Step 2 meeting, that the grievance be submitted to an Arbitrator selected by mutual agreement of the Parties, but if they are unable to do so within fourteen (14) days after referral to them for arbitration, they shall request the American Dispute Resolution Center (ADRC) to provide them with a list of Arbitrators from which the Arbitrator shall be selected. The then-current

Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties to the grievance and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the party raising the grievance to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The Arbitrator referenced in Step 3 shall have the authority to make decisions only on issues presented to him or her and he or she shall not have the authority to change, amend, add to or subtract or detract from any of the provisions of this Agreement. No Party may authorize an Arbitrator to consider any issue other than an issue raised pursuant to Section 3, Step 1(a) of this Article.

SECTION 4. No adjustment or decision may provide retroactivity exceeding thirty (30) days prior to the date of the filing of a written grievance.

SECTION 5. The PC shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in full in all proceedings at these steps.

SECTION 6. To encourage the resolution of disputes and grievances at Steps 1 and 2 of this procedure, the Parties agree that settlements reached at such Steps shall not be precedent setting; and, further, recognizing the unique provisions of this Agreement, any decision issued by an Arbitrator pursuant to Step 3 shall be applicable to work covered by this Agreement only, and may not be used for any purpose regarding works not so covered.

ARTICLE IX.
JURISDICTIONAL DISPUTES

SECTION 1. Work shall be assigned by each Contractor in accordance with area practice and such assignments shall be disclosed by each Contractor at a pre-job conference. All Contractors involved, and representatives of the appropriate Unions shall be invited to attend such conference.

There will be no strikes, sympathy strikes, work stoppages, picketing, slowdowns, interruptions or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of such dispute pursuant to Article VII of this Agreement, the construction work shall continue in accordance with Section 1 of Article VII.

SECTION 2. In the event of a jurisdictional dispute, an aggrieved signatory Local Union may request the Council to convene a committee comprised of five (5) signatory Unions uninvolved in the jurisdictional dispute ("Committee") and attempt to make a resolution of the assignment of work in dispute within forty-eight (48) hours of being contacted by the grieving signatory Local Union. Any resolution must be acceptable to all Parties and will be reduced to writing and will affect this Project only and will not be precedent setting. The Contractor that assigned the work at issue may present any evidence or material to the Committee that the Contractor used to make its assignment within this time period. If the Committee of the uninvolved signatory Unions fails to reach a settlement on the matter within the prescribed period, any affected Party may proceed to invoke the jurisdictional dispute procedure set forth in Section 3(a) or 3(b), as applicable, of this Article within forty-eight (48) hours thereafter.

SECTION 3. (a) All jurisdictional disputes between or among Unions who have agreed to be bound to the procedures provided in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") shall be resolved under the Plan and shall be settled and resolved according to the Procedural Rules and Regulations as set forth in the Plan. The

assignments of the Contractor(s) shall be followed until the dispute is resolved in accordance with the Plan. Decisions rendered under the Plan shall be final, binding and conclusive on the affected Contractor or Contractors and the Union or Unions.

(b) For all Unions and Contractors who have not agreed to be bound to provisions of the Plan, all jurisdictional disputes between those Unions or Contractors and any other Union(s) or Contractors shall be settled through arbitration where the Arbitrator shall be bound by area practice regarding the assignment of the work. The assignments of the Contactor(s) shall be followed and work shall continue until the dispute is resolved. Decisions rendered by the Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The Parties hereby appoint an Arbitrator selected in accordance with the rules and regulations of the ADRC to serve as the Arbitrator for all disputes under this Subsection (b).

SECTION 4. There shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved, or to assign the work to employees who are not qualified to perform the work involved. This does not prohibit agreement by the Parties to any dispute, including the involved Contractor, to establish composite crews where more than one (1) employee is needed for the job, or an Arbitrator from ordering such when appropriate under the Plan. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 5. There shall be no strike, work stoppages, slowdown, picketing, interruption or other disruptive activity while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the involved Contractor until finally resolved. The award or resolution shall be confirmed in writing to the involved Parties. There shall be no strike, work stoppage, slowdown, picketing, interruption or other disruptive activity in protest of any such award or resolution. The

involved Parties shall timely provide the Construction Manager with a copy of the Arbitrator's decision.

ARTICLE X.
WAGES AND BENEFITS

SECTION 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the appropriate Schedule A; but in no event will such wage rates be less than those established under the provisions of any prevailing wage statute or regulation applicable to the Project.

SECTION 2. Each Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other funds and programs in the amounts designated in the appropriate Schedule A. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added only at the time a segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3. Each Contractor shall adopt and agree to be bound by the written terms of the legally-established trust agreements specifying the detailed basis on which payments are to be made into, the benefits paid out of, such trust funds; provided, however, that any Contractor that has posted payment and performance bonds for the full value of its work shall not be required to post additional payment bonds pursuant to the Trust Agreements. Each Contractor shall authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. Employees not previously participants in the Taft-Hartley pension fund shall have the option to divert pension hourly contributions made on their behalf to the appropriate annuity fund. Such

election by the employee must be done in writing on a form provided by the Council and shall be effective for the duration of the Project.

SECTION 4. **(a)** Notwithstanding the above Sections, Contractors who designate key non-Union employees pursuant to Article III Section 1, may satisfy the above benefit obligation with respect to those employees by: (i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by including the full amount of such benefit in the employee's wages. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit Section of the applicable Schedule A and must be consistent with the requirements of the Connecticut Prevailing Wage, and any shortfall must be included in the employee's wages.

(b) The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any Contractor providing coverage to key non-Union employees under private benefit plans will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.

(c) Contractors who exercise the option under this Section to pay into their own private benefit plans rather than the applicable jointly trusteed funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall

indemnify and hold harmless the jointly trusteed funds designated in Schedule A against any and all benefit/supplement claims by its employees.

SECTION 5. Upon written notice from a benefit fund to which Contractors are required to make contributions pursuant to this Agreement (or from the Union co-sponsoring such Benefit Fund), to the PC that a Contractor is in arrears on payments of benefit contributions for work performed on this Project, which notice specifies the amount owed by the Contractor for this Project by month, the PC will immediately direct the Contractor, in writing, to comply with its contractual obligations. Should the Contractor not provide the Benefit Fund with payment, or a legally enforceable procedure for payment (or enforceable escrow procedure), within five (5) working days after receipt of the written notice from the PC, the affected Union(s) may direct employees of such Contractor to engage in work stoppage (provided, however, that such stoppage will not include picketing or otherwise disrupt the work on the Project and provided that any such stoppage will cease upon payment (without violation of Section 1 of Article VII). If the correct payments are not made within thirty (30) days of such notice, the PC will withhold moneys owed from its payments to its subject subcontractor sufficient to satisfy the outstanding debt to the benefit fund and/or shall issue joint checks payable to the involved subcontractor and the involved benefit fund. Upon receipt of any such joint check, the involved Benefit Fund agrees to execute the PC's partial lien waiver and release.

ARTICLE XI.
HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1. Work Week and Work Day. The standard work week shall consist of forty (40) hours Monday through Friday. The standard work day shall consist of eight (8) hours of work commencing at 7:00 a.m. and ending at 3:30 p.m., with a one-half ($^1/_2$) hour unpaid lunch period to commence between the fourth and fifth hours of work. The standard work day may be changed

within a two-hour window to accommodate job conditions or the needs of the Project as determined by the PC. Starting time shall commence and quitting time shall occur at the employee's designated work area. The Parties affirm their policy of a fair day's work for a fair day's wage, and the Union Parties agree to cooperate in the implementation and application of reasonable work rules intended to enforce this commitment.

SECTION 2. Overtime. Overtime pay at a rate of time and one-half shall be paid for all work performed after eight (8) hours in a shift, forty (40) hours in a work week or any work performed on Saturdays (unless it is a make-up day), Sundays or Holidays. There will be no restriction upon the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of overtime pay under any circumstances. Any abuse of this provision will be referred to the dispute/grievance procedure set forth in Article VIII of this Agreement for resolution.

SECTION 3. It shall not be a violation of this Agreement if the PC considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4. Shifts. Scheduling of shifts by the Construction Manager shall remain flexible in order to meet the 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 or third shift. Shifts must work a minimum of five (5) consecutive work days and must be scheduled with not less than five (5) days' notice to the Unions. Shift work will be paid in accordance with the currently existing Schedule A's.

SECTION 5. (a) Holidays. Recognized holidays on this Project shall be those set forth below:

New Year's Day	Christmas Day	Memorial Day
Labor Day	Independence Day	Good Friday
Thanksgiving Day		

(b) Holiday pay shall be paid only as set forth in the Schedule A's. Holidays shall be observed on the dates established by the state and federal government.

SECTION 6. Reporting Pay. Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both. (Such payment is in lieu of any reporting or similar pay provided for in applicable Schedule A.) The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

SECTION 7. Meal Period. Each Contractor will schedule a meal period of not more than one-half ($^1/_2$) hour's duration at the work location at approximately four (4) hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his or her meal period, he/she shall be compensated.

SECTION 8. (a) If the Construction Manager determines that it would be beneficial to the Project, the Contractor may, with the consent of the Union, implement a four (4) day-ten (10) hours per day work week (as more fully described in this Subsection), after providing a five (5) day notice to the affected Union(s). The standard four (4) day-ten (10) hours per day work week shall consist of ten (10) hours of work (plus one-half ($^1/_2$) hour unpaid lunch at approximately the mid-point of the shift), between the hours of 6:00 a.m. and 4:30 p.m., Monday through Thursday. The standard ten (10) hour work day may be changed to accommodate conditions on five (5) days' notice from the Construction Manager or less notice as is mutually agreed upon.

(b) Should a 4 day-10 hour per day work week schedule be implemented, overtime shall be paid after ten (10) hours of work during a work day within the normal work week. Should five (5) or more hours of a normal ten (10) hour day be lost due to weather or other conditions beyond the control of the Contractor, the Contractor may schedule a Friday make-up day, in the same calendar week, with a minimum of eight (8) hours scheduled and straight time to be paid until the schedule of work exceeds the time lost, after which overtime shall be paid.

SECTION 9. If a day during the normal five (5) day work week or two (2) days during a four (4) day-ten (10) hour work week is lost as a result of circumstances beyond the control of the Contractor including severe weather, fire, power failure, or natural disaster, a Saturday make-up day at straight time for all shifts may be scheduled and paid as set forth in Schedule A.

ARTICLE XII.
CLEAN UP

All trades will clean up their own work area. The removal of debris from the designated work area will be the work of the laborer.

ARTICLE XIII.
APPRENTICES

SECTION 1. The Contractor is encouraged to utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A. Apprentices and such other classifications as are appropriate shall be employed by the Unions utilizing a maximum permissible ratio of 1:1 or 1:3, depending upon the craft.

SECTION 2. The Parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry ("Apprentice Program"). To these ends, each Contractor 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.

SECTION 3. The Parties are made aware that the contract between the Prime Contractor and the Owner requires an On-The–Job (OJT) Training Workforce Development Pilot. The Parties agree to utilize the services of the Connecticut State Building Trades Training Institute to assist in the recruitment of apprentices. Apprentices in the subject Apprentice Program are encouraged to participate in the OJT Pilot.

ARTICLE XIV.
SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1. In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor, and/or Construction Manager; provided, however, it is understood that the employees have an obligation as set forth in Section 2 of this Article below.

SECTION 2. Employees use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner. The Contractors and the Unions agree that the failure of employees to do so will be grounds for discipline, including discharge.

SECTION 3. The Contractors and Unions acknowledge that employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the reasonable safety, security, and visitor rules as established by the Contractor with the consent of the Union and with applicable state and federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

SECTION 4. For the purpose of providing maximum safety for all concerned, the Construction Manager may establish and implement, after consultation with the Council, reasonable substance abuse testing procedures and regulations, which may include pre-hire and reasonable cause testing,

to the extent permitted or otherwise required by federal and state law.

ARTICLE XV.
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed by individuals selected by the Contractor, at his or her discretion. All employees shall comply with the reasonable security procedures established by the PC and/or Contractor.

ARTICLE XVI.
NO DISCRIMINATION

SECTION 1. Each Contractor and Union agrees that they will not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, gender identity or expression, present or past history of physical or mental or intellectual disability or handicap, or veteran's status in any manner prohibited by law or regulation.

SECTION 2. Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the involved Contractor for consideration and resolution.

SECTION 3. The Contractors and the Unions agree to provide a workforce that complies with all state and federal guidelines regarding minority hiring. Further, it is recognized that the State of Connecticut has certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities, women, the disadvantaged or others. The Parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any minority, women, or disadvantaged owned business enterprise successfully bidding or subcontracting for work within the scope of this Agreement shall

be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties to assure full compliance with the spirit and letter of the policies and commitments of the State of Connecticut and all applicable federal, state and Local rules and regulations relating to employment and utilization of such businesses.

SECTION 4. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XVII.
WORKING CONDITIONS

SECTION 1. With the exception of one organized coffee break per day, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location.

SECTION 2. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3. The Contractor shall provide hard hats, safety glasses, foul weather gear and other required personal protective equipment (PPE). The Unions shall ensure that employees will exercise diligence in the care and custody of such safety gear provided.

SECTION 4. Employees engaging in willful or negligent acts that result in damage to any property or facilities or injury to other employees will be subject to immediate termination.

ARTICLE XVIII.
SAVINGS AND SEPARABILITY

SECTION 1. It is not the intention of the Construction Manager, any of the other Contractors or the Unions to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any court of competent jurisdiction as being in contravention of any applicable

law, the remainder of the Agreement shall remain in full force and effect to the maximum extent legally possible. Further, the Construction Manager, all other Contractors and the Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations in which the Owner may participate concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the Parties hereto.

SECTION 2. The Parties recognize the right of the Construction Manager to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding and/or constructing of work on the Project. The Parties further recognize the right of the Construction Manager to terminate this Agreement at the direction of the State of Connecticut or the Owner in the event the Project is terminated. Notwithstanding such action by the State of Connecticut, the Owner, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

SECTION 3. The occurrence of events covered by Sections l and 2 of this Article shall not be construed to waive the prohibitions of Article VII.

ARTICLE XIX.
DURATION OF THE AGREEMENT

SECTION 1. This Agreement shall be effective on the date executed by the Parties and shall continue in effect for the duration of the Project site preparation, demolition, dedicated off site work and construction described in Article II hereof. Site preparation, demolition, dedicated off

site work and construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative as designated by Owner.

SECTION 2. The Schedule A's incorporated into this Agreement shall continue in full force and effect until the Construction Manager and/or Union Parties to this Agreement and to the Schedule A's notify the Owner of the mutually agreed upon changes in those provisions of such Schedule A's which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

SECTION 3. Notwithstanding Section 2 of this Article, the Parties agree that any provisions negotiated into said Collective Bargaining Agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the Parties on this issue shall be referred to an Arbitrator as provided in Article VIII, hereof.

SECTION 4. This Agreement may be amended or supplemented only by the mutual consent of the Council, the Construction Manager and the Unions, reduced to writing and duly signed by each.

SECTION 5. The Union agrees that there will be no strikes, work stoppages, walkouts, sympathy strikes, picketing, slowdowns or other interruptions or disruptive activity affecting the Project by any Union involved in the negotiation of the subject Schedule A's, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations. Each Contractor agrees

SECTION 4. This Agreement may be amended or supplemented only by the mutual consent of the Council, the Prime Contractor and the Unions, reduced to writing and duly signed by each.

SECTION 5. The Union agrees that there will be no strikes, work stoppages, walkouts, sympathy strikes, picketing, slowdowns or other interruptions or disruptive activity affecting the Project by any Union involved in the negotiation of the subject Schedule A's, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations. Each Contractor agrees to implement all applicable changes as negotiated in the Schedule A's, except as provided in Section 3 of this Article.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____day of _____, 202___.

PRIME CONTRACTOR	**THE FAIRFIELD COUNTYBUILDING AND CONSTRUCTION TRADES COUNCIL**
Authorized Representative	Joseph Byrne, Executive Secretary-Treasurer
	THE NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

PROJECT LABOR AGREEMENT
ACCEPTANCE OF AGREEMENT

IMPROVEMENTS TO THE STAMFORD MAINTENANCE OF EQUIPMENT (moe) FACILITY
STATE PROJECT NUMBER 0301-0509

The undersigned Contractor who has been awarded work for State Project No. #0301-0509, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the Improvements to the Stamford MOE Facility between the Prime Contractor and the Fairfield County Building and Construction Trades Council and the individual signatory Unions, and the North Atlantic States Regional Council of Carpenters.

NAME OF EMPLOYER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

_____
Name and Title of Authorized Representative

_____
Dated Signature of Authorized Representative

Telephone Number: _____

Fax Number: _____

E-mail: _____

IMPROVEMENTS TO THE STAMFORD MAINTENANCE OF EQUIPMENT FACILITY PROJECT
CTDOT STATE PROJECT #0301-0509

INDIVIDUAL SIGNATORY UNIONS

Operating Engineers Local 478

36A

Connecticut Laborers' District Council

Bricklayers Local 1

36E

I.B.E.W. Local ~~488~~ 3

36D

Ironworkers Local 424

~~Asbestos Workers Local 33~~

36C

Plasters and Cement Finishers Local 40

~~Heat & Frost Insulators~~ Local 33

Teamsters Local Union 191

Plumbers & Pipefitters Local 777

36B

Sheet Metal Workers 38

Roofers and Waterproofers Local 12

Spinklerfitters Local 669

Boilermakers Local 237

International Union of Painters and Allied Trades District Council 11

IMPROVEMENTS TO THE STAMFORD MAINTENANCE OF EQUIPMENT FACILITY PROJECT
CTDOT STATE PROJECT #0301-0509

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Connecticut Laborers' District Council

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I.B.E.W. Local 488

Ironworkers Local 424

Asbestos Workers Local 33

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SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS

BOILERMAKERS LOCAL 237 January 1, 2025 – December 31, 2025

RESIDENTIAL/LIGHT COMMERCIAL TILE AGREEMENT between INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 1 CONNECTICUT and SIGNATORY CONTRACTORS Jan 1, 2019 – December 31, 2025

TILE AGREEMENT between TILE CONTRACTORS ASSOCIATION OF CONNECTICUT and INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 1, CT January 1, 2019 – December 31, 2025

HEAVY AND HIGHWAY AGREEMENT between CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. and the LOCAL 1, CONNECTICUT OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, AFL-CIO January 1, 2019 – December 31, 2025

BUILDING AND HEAVY AND HIGHWAY AGREEMENT between the CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. AND THE AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS LOCAL 326 May 1, 2023 – April 30, 2027

AGREEMENT between the RHODE ISLAND CHAPTER ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC and the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL 40 January 1, 2022 – December 31, 2026

INSIDE AGREEMENT between LOCAL UNION NO. 488 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and CONNECTICUT CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC. June 1, 2023 – May 31, 2027

MEMORANDUM OF AGREEMENT between NEW YORK ELECTRICAL CONTRACTORS ASSOCIATION, INC., and LOCAL UNION NO. 3 – INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO April 13, 2022 – April 9, 2025

AGREEMENT AND WORKING RULES between NEW YORK ELECTRICAL CONTRACTORS ASSOCIATION, INC. and the ASSOCIATION OF ELECTRICAL CONTRACTORS, INC. and LOCAL UNION NO. 3 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO April 10, 2019 – April 13, 2022

NATIONAL ELEVATOR BARGAINING ASSOCIATION AGREEMENT with INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL NO. 91 July 9, 2022 – July 8, 2027

AGREEMENT between CONNECTICUT INSULATORS ASSOCIATION and INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS and ALLIED WORKERS LOCAL NO. 33 June 1, 2024 – May 31, 2027

AGREEMENT between INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRONWORKERS LOCAL NO. 424 and AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and CONNECTICUT IRONWORKERS EMPLOYERS ASSOCIATION, INC. June 1, 2022 – May 31, 2027

AGREEMENT between AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and CONNECTICUT LABORERS' DISTRICT COUNCIL of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO BUILDING AGREEMENT April 1, 2023 – March 31, 2027

HEAVY AND HIGHWAY AGREEMENT between the CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. and the CONNECTICUT LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO April 1, 2023 – March 31, 2027

AGREEMENT between MILLWRIGHTS LOCAL UNION 1121 of the NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS and NORTHEAST MILLWRIGHT ASSOCIATION and CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. and AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. January 1, 2024 – December 31, 2026

BUILDING STANDARD AGREEMENT of the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 478 AND ITS BRANCHES AFL-CIO April 1, 2022 – March 31, 2026

HEAVY AND HIGHWAY STANDARD AGREEMENT of the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 478 AND ITS BRANCHES AFL-CIO April 1, 2022 – March 31, 2026

WORKING AGREEMENT between PAINTERS, DRYWALL FINISHERS, GLAZIERS AND ALLIED TRADES DISTRICT COUNCIL 11 of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO and the PAINTING, DECORATING, DRYWALL FINISHING, GLASS AND GLAZING CONTRACTORS OF CONNECTICUT, MASSACHUSETTS, AND RHODE ISLAND June 1, 2021 – May 31, 2025

AGREEMENT between MECHANICAL CONTRACTORS ASSOCIATION OF CONNECTICUT, INC. and LOCAL NO. 777 of the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA June 1, 2021 – May 31, 2027

AGREEMENT between ROOFING CONTRACTORS ASSOCIATION OF FAIRFIELD, LITCHFIELD AND NEW HAVEN COUNTIES and UNITED UNION OF ROOFERS,

WATERPROOFERS, AND ALLIED WORKERS ASSOCIATION LOCAL NO. 12 June 1, 2023 – May 31, 2026

COMMERCIAL AGREEMENT between LOCAL UNION NO. 38 of the SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS and SHEET METAL AND ROOFING CONTRACTORS' ASSOCIATION OF SOUTHEASTERN NEW YORK May 1, 2024 – April 30, 2029

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS UNION NO. 669, COLUMBIA, MARYLAND OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA April 1, 2020 – March 31, 2025

HEAVY AND HIGHWAY AND BUILDING AGREEMENT between CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. and AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and TEAMSTERS LOCALS NOS. 191, BRIDGEPORT; 443, NEW HAVEN; 493, NEW LONDON; 671, HARTFORD; AND 677, WATERBURY AFFILIATED WITH JOINT COUNCIL NO. 10 AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS April 1, 2022 – March 31, 2025

READY-MIX AND IN-PLANT AGREEMENT between CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. and AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and TEAMSTERS LOCALS NOS. 191, BRIDGEPORT; 443, NEW HAVEN; 493, NEW LONDON; 671, HARTFORD; AND 677, WATERBURY AFFILIATED WITH JOINT COUNCIL NO. 10 AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS April 1, 2022 – March 31, 2025