BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.

2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.

3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).

4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.

5. You **cannot** witness your own signature.

Pravco, Inc.
NAME OF BIDDER

SIGNATURE Controller
~~CORPORATE SECRETARY~~

245 Wescott Drive
ADDRESS OF BIDDER

Rahway, NJ 07065

James SanFilippo, Controller
PRINT NAME AND TITLE
~~CORPORATE SECRETARY~~

TELEPHONE: 732-388-0800

FAX: 732-882-0055

EMAIL: emurphy@pravco.net

Witnessed this 14th day of March 2016
Eileen P Murphy

EILEEN P. MURPHY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2021

BY: _____
SIGNATURE

3/14/2016
DATE

AFFIX CORPORATE SEAL

EILEEN P. MURPHY NOTARY PUBLIC NEW JERSEY

Praveen Sharma, President / Secretary
PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

BID FORM PAGE
(Page 1 of 2)

Having carefully read the proposal, specifications and instructions to bidders the undersigned hereby agrees to provide **ROOFING MAINTENANCE & REPAIRS** for all County owned and leased properties in accordance with the specifications.

DO NOT ALTER ANY LINES OR LANGUAGE ON THE BID FORM PAGES. ANY ALTERATION OR SUBSTITUTION ON THE BID FORM PAGE SHALL RENDER THE BID UNRESPONSIVE AND RESULT IN THE REJECTION OF THE BID. ANY CORRECTIONS, CROSS-OUTS, OR WHITE-OUTS TO THE SUBMITTED PRICING OF THE BIDDER MUST BE INITIALED BY THE BIDDER.

All estimates are to be considered "MORE OR LESS".

Item#			Unit Price		Sub-Total
1a-	900 Hours Estimated Regular Work Hours For **Journeyman** - 24 months	X	$ 90.00 Hourly Rate	=	$ 81,000.00
1b-	500 Hours Estimated Regular Work Hours For **Helper** - 24 months	X	$ 30.00 Hourly Rate	=	$ 15,000.00
1c:	($120,000.00 x 15 %) Mark up*	+	$120,000.00	=	$ 138,000.00

***IN THE BEST INTEREST OF THE COUNTY**
NO MARK-UP SHALL BE ACCEPTED OVER 15%

(Sum of Items #1a, 1b, 1c) = $ 234,000.00 **NOT TO EXCEED**
GRAND TOTAL

NAME OF BIDDER Pravco, Inc.

THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY-FOUR (24) CONSECUTIVE MONTHS WITH PROVISION FOR ONE (1) TWENTY-FOUR (24) MONTH EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

N.J.S.A. 40A:11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSIONS OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSIONS AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS REVIEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE U.S. DEPARTMENT OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO N.J.S.A. 40A:11-15.

NAME OF BIDDER Pravco, Inc.

EXTENSION FORM FOR UNION COUNTY COOPERATIVE PRICING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[X] **CHECK HERE** IF **WILLING** TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE PRICING SYSTEM # CK-06-UNION WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[ ] **CHECK HERE** IF **NOT WILLING** TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE BIDDER AND SPECIFICALLY NOT MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

_____
Initial

NAME OF BIDDER Pravco, Inc.

WARRANTY

Sample of Pravco Guarantee Attached.

NAME OF BIDDER Pravco, Inc.

PRAVCO

INCORPORATED

Contractor's Guarantee

Whereas, Pravco Inc., 245 Wescott Dr., Rahway, NJ 07065, herein called "The Contractor", has completed the application of the following roofing installation:

Owner: _____

Address of Owner: _____

Building: _____

Location: _____

Date of Completion: _____

Date of Expiration: _____

SAMPLE

Whereas, at the inception of such work The Contractor agreed to guarantee the aforesaid Roofing and associated sheet metal work against faulty workmanship for a limited period and subject to the condition herein set fourth:

Now, therefore, the Contractor hereby GUARANTEES, subject to the conditions herein set forth, that during a period of One (1) year from the date of completion of said work, it will, at its own cost and expense, following receipt of written notice, make or cause to be made such repairs to said work resulting solely form faults or defects in workmanship applied by or through the Contractors as by be necessary to maintain said work.

This Guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage caused by the following: lightning, windstorm, hailstorm, or other unusual phenomena of the elements; improper drainage, foundation or wall settlement or cracking; failure or cracking of the substrate or other parts of the building; or fire. If the work is damaged by reason of any of the foregoing this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs

2. In no event shall the contractor be liable for consequential damage of any nature or description to any person or property including the building or contents.

3. This guarantee shall not be or become effective unless and until Contractor has been paid in full for all his work.

4. The undersigned agrees to bear the expense of examination and repair to any defects due to improper application, as specified above, and the owner is to bear such expense if resulting from other cause or causes. In such latter event, owner agrees to make full payment of appropriate charge within thirty (30) days after billing, failing which this guarantee will be null and void.

5. This guarantee runs in favor of the owner only and is not transferrable.

In Witness Whereof, this instrument has been duly executed this day of _____

By _____

245 WESCOTT DRIVE • RAHWAY, NJ 07065
PHONE: (732) 388-0800 • FAX: (732) 882-0055

EXPERIENCE STATEMENT
Please list 3 references.

County of Middlesex, Contact - Prabhu Patel, 732-745-4020

Port Authority of NY & NJ, Contact - Colin Duffy, 973-961-6073
(Maintenance Contract for Newark Airport)

Novartis Pharmaceuticals, Contact - Tom Schoemer, 862-778-4150

NAME OF BIDDER Pravco, Inc.

CONTRACTOR RESPONSIBILITY CERTIFICATION

STATE OF NEW JERSEY / _____)

Specify, if Other) SS:

COUNTY OF Union)

I, Praveen Sharma, of the (~~City~~ Town, ~~Borough, etc.~~) of Holmdel, County of Monmouth, State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Pravco, Inc., the Bidder making the proposal for the following Project ("Contractor'):

BA# 7-2016 Roofing Maintenance & Repair Services Rebid, and that I executed said proposal with full authority to do so;

With respect to past performance, work history, current qualifications and performance capabilities, I certify the following with respect to the Bidder/General Contractor and all of the subcontractors on this Project, I certify the following:

a. The firms have all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These include, but are not limited to, licenses, registrations or certificates for any type of trade work or specialty work to be self-performed by Bidder and/or subcontractors.

b. The firms meet the bonding requirements for the contract, as required by applicable law or the specifications and any insurance requirements, as required by applicable law or the specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

c. The firms have not been debarred by any federal, state or local government agency or authority in the past three (3) years.

d. The firms have not defaulted on any project in the past three (3) years.

e. The firms have not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years.

f. The firms have not been cited and found guilty for a willful violation of federal or state safety laws in the past three (3) years.

g. The firms and/or its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.

h. The firms will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

i. The firms participates in an Apprenticeship Program that is currently registered with the USDOL, the NJDOL or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs, for each craft or trade in which it apprentices. The apprenticeship program in which the firm participates shall have graduated at least one (1) enrollee in each of the past three (3) years.

***** Proof of meeting this qualification standard shall be attached to this form. Bidder shall provide proof of meeting this qualification for those subcontractors required to be identified either pursuant to law or the requirements of the specifications.**

The firms shall continue to participate in the applicable apprenticeship programs for the full duration of the contract work.

Pravco, Inc.

Name of Bidder/General Contractor

By: _____

Praveen Sharma, President
(Signature of Authorized Representative)

Subscribed and sworn to before me

this 25th day of February, 2016

Eileen P Murphy

EILEEN P. MURPHY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2021

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission expires January 21, 2021

NOTE: **FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidder's Name Pravco, Inc.

AFFIDAVIT OF GENERAL CONTRACTOR & SUBCONTRACTOR

OSHA COMPLIANCE

STATE OF NEW JERSEY / _____)

Specify, if Other) SS:

COUNTY OF Union _____)

In accordance with Union County Resolution 2014-0408 I, Praveen Sharma, of the (City, Town, Borough, etc.) of Monmouth State of NJ, of full age, being duly sworn according to law on my oath depose and say that:

1) I am President of the firm of Pravco, Inc., the Bidder and General Contractor making the Proposal for the above named Project.

2) I have executed the said Proposal with full authority to do so.

3) Said Bidder/General Contractor and each subcontractor working on the Project have at least one (1) employee who has successfully completed the OSHA 10-hour construction safety and health course.

4) If this Project is in excess of $500,000.00, the Bidder/General Contractor and each subcontractor working on the Project has at least one (1) employee who has successfully completed the OSHA 30-hour construction safety and health course.

Name of Bidder/General Contractor

By: Praveen Sharma, President

(Signature of Authorized Representative)

Subscribed and sworn to before me

this 25th day of February, 2016.

Eileen P Murphy

(Seal) Notary Public of New Jersey/

Specify Other State

EILEEN P. MURPHY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2021

My Commission expires: January 21, 2021.

NOTE: **FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

COLLECTIVE BARGAINING

AGREEMENT

Between

LOCAL NO. 4 OF THE UNITED UNION
OF ROOFERS, WATERPROOFERS AND
ALLIED WORKERS OF NEWARK, N.J.
AND ALLIED WORKERS OF NEWARK, N.J.
AND VICINITY (AFL-CIO)

AND

Prairco Inc
Employer

245 Wiscott Drive, Rahway, NJ 07065
Address

INDEPENDENT ROOFING
CONTRACTORS OF NEWARK,
NEW JERSEY AND VICINITY
CONTRACT FORMAT

Effective June 1, 2015 through May 31, 2018

==========

Table of Contents

		Page
Article I	- Definitions	1
Article II	- Recognition	4
Article III	- Union Security	6
Article IV	- Job Referral	7
Article V	- Yard Seniority	9
Article VI	- Wages	9
Article VII	- Hours of Work-Overtime-Holidays	13
Article VIII	- Working Conditions	14
Article IX	- Foreman	17
Article X	- Traveling Expenses	17
Article XI	- Shop Steward	18
Article XII	- Authorized Union Officer	18
Article XIII	- Subcontracting	19
Article XIV	- Termination Clause	19
Article XV	- Federal and State Law Conflict	20
Article XVI	- Grievance / Arbitration	20
Article XVII	- Insurance Coverage	21
Article XVIII	- Picket Lines	22
Article XIX	- Jurisdictional Disputes - National Joint Board of Awards	22
Article XX	- Assignment of Work	23
Article XXI	- Fringe Benefits Funds	24
Article XXII	- Discharge	27
Article XXIII	- Successors and Assigns	28

THIS COLLECTIVE BARGAINING AGREEMENT, is entered into this 1st day of June, 2015, by and between LOCAL No. 4 of the UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS OF NEWARK, NEW JERSEY AND VICINITY (AFL-CIO), hereinafter referred to as the "Union and Prawco, Inc. (Employer Name) hereinafter referred to as the "Employer", and

WHEREAS, the Union and the Employer have agreed upon mutual bargaining of the terms of a Collective Bargaining Agreement covering wages, hours of work, working conditions, contributions by Employers to Welfare Fund, Pension Fund, Annuity Fund, Apprentice Information and Education Fund, and other Funds, for Employers who perform work in the Union's territorial jurisdiction and,

WHEREAS, the Employer and the Union desire to provide a means of amicable settlement of disputes and grievances which may arise from time to time under the terms of this Agreement or the relationship between them, and

WHEREAS, the Employer and the Union have a mutual interest in the roofing industry, and

WHEREAS, said mutual interest in the roofing industry and the interest of the public in general will be served by the Employer and Union adjusting their differences by common sense methods,

WHEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

Definitions

1-1. As used in this Agreement:

1-2. "Union" means Local 4 aforesaid.

1-3. "International" means United Union of Roofers, Waterproofers and Allied Workers.

1-4. "Employee" means a roofer who has through training or experience, learned, developed and acquired the skill of a properly trained roofer performing work within the work jurisdiction of the Union for the Employer or Contractors under the terms of this or a predecessor or successor collective bargaining agreement.

1-5. "Territorial Jurisdiction" means the County of Essex, Hudson, Union, Somerset, Morris, Sussex, Warren, Monmouth and Middlesex

1-6 The "work jurisdiction" of the Union, consists of all work in the handling of materials in connection with all forms of Plastic slate, slag, gravel and all kinds of asphalt and composition roofing, damp and waterproofing and all prepared paper roofing, all compressed paper, all chemically prepared paper, all burlap, when used for roofing and damp waterproofing purposes with or without coating, all damp resisting preparation when applied with a mop, three knot brush or swab, in or outside of buildings, including all damp courses, sheeting or coating on all foundation work. The application of hot asphalt on cork used for cold storage or refrigeration purposes, all tarred floors, the laying of tile, brick, slate, cork and celotex, when laid in pitch, tar, asphalt, mastic, mormelite plastic of any form of bitumen, the laying of mastic, mormelite, pitch, tar, asphalt shingles and slate involving more than 350 square on the Project, mastic, mormelite plastic of any used for damp or waterproofing, base or cushions, under wood floors, either hot or cold applications. The running, pouring and coating of same, by hand or other methods, the running, pouring of stone pavement, with tar or asphalt, also all paper above (1) ply under slate, tile, cork or celotex.

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to:

a) PVC (polyvinyl chloride systems)

b) Butyl Rubber

c) EPDM (ethylene propylene diene terpolymer)

d) PIB (polyisobutylene)

e) CPE (chlorosulfonated polyethylene)

f) ECB (ethylene-copolymer-bitument and anthracite dusts. Also known as modified or plasticized asphalts.)

All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.

All types of aggregates, blocks, bricks, or stones used to ballast these elasto-plastic systems.

All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membranae Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roofing membrane.

All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.

All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside a building.

All printing of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray systems.

All types of pre-formed panels used in waterproofing (Volclay, etc.).

All applications of any form of material or systems of waterproofing.

All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.

All handling of roofing, damp and waterproofing materials.

All hoisting and storing of roofing, damp and waterproofing materials.

All types of spray-in-place foams such as urethane or polyurethane, and the coatings that are applied over them.

All types of restaurants, coatings, mastics and toppings when used for roof maintenance and repairs.

All tear-off and/or removal (of any type of roofing), all spudding, sweeping, vacuuming and/or clean-up of any and all areas of any type where a roof is to be relaid or any materials coming under the scope of jurisdiction is to be applied.

All components of "living roof" systems, including but not limited to membranes, insulations, filters, fleece, vegetation blankets and/or trays and soils.

All solar or photovoltaic cell-type structures, modules, panels or units that are used as substitutes for ballast or membrane protection, including Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction.

All roof integrated solar or photovoltaic cell-type systems, structures, modules, or panels used to transform solar energy into electrical energy when applied to or installed on any existing or new roofing system.

All other types of roofing and waterproofing systems as may come into existence during the term of this Agreement, and further, all types of work that are recognized as being in the United Union of Roofers', Waterproofers' and Allied Workers' jurisdiction.

All other work the Employer assigns to its employees who are Roofers Local 4 members, which work is directly or indirectly associated with performing the Employers' business shall constitute "working within" the bargaining unit, unless (1) a request was made pursuant to Article 20.1; or (2) the Employer provides convincing documentation that the work involved was not roofing work within the meaning of this Article or as evidenced by prior arbitration decisions and/or written decisions of the Plan for the Resolution of Jurisdictional Disputes in the Construction Industry.

1-6a. The "work jurisdiction" shall also include any other work assigned to the jurisdiction of the International Union, whether by decision of the National Joint Board of Awards or by decision of the National Building Trades Department of the American Federation of Labor or by any other decision recognized by the American Federation of Labor-Congress of Industrial Organizations.

1-7. "Employer" or "Contractor" means the employing entity which is party signatory to this agreement and other Contractors who may execute this or similar agreement with the Union, or may agree with the Union orally or in writing to comply with or be bound by its provisions with respect to work performed in the territorial jurisdiction.

ARTICLE II

Recognition

2-1. The Employer signatory hereto, in response to the Union's claim that it represents an uncoerced majority of the Employer's employees, and having had an opportunity to challenge such claim, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent a majority of such employees in a unit appropriate for bargaining of wages, hours and other terms and conditions of employment. Therefore, the Union is hereby recognized as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act for such employees. The bargaining unit is to be defined as roofers, and damp and waterproof workers, including journeymen, apprentices, pre-apprentices and helpers employed by the Employer and perform work under the Union's work jurisdiction.

2.2 When the Employer shall perform any work covered by this Agreement, under its own name or under the name of another, as a corporation, partnership, proprietorship, limited liability company, or any other form of business entity, including a joint venture or firm, where the Employer through its officers, directors, partners, stockholders, or any other person(s), exercises either direct or indirect control, or majority ownership (including through immediate family members)of such other non-signatory entity, the terms and conditions of this Agreement shall be applicable to all such work.

2.3. The Employer agrees that on a job of any sort within the work jurisdiction but outside the territorial jurisdiction of the Union all work shall be performed, and the wages, hours and working conditions shall be provided as required by the terms and conditions of the current collective bargaining agreement of the local union of the International having jurisdiction in that area, except that, if the wages provided by this agreement should be higher than the wages provided by the agreement of the said local union, then all employees taken to the job from this territorial jurisdiction shall receive the wages herein provided. The Employer hereby voluntarily agrees in such event to employ at least fifty percent of the required number of workmen from among those journeymen who customarily work within the territory where the work is to be performed.

2.4. Whenever any employer, who is not located within the territorial jurisdiction covered by this agreement, but contracts to perform work within the work and territorial jurisdiction covered by this agreement and requests the Union's assistance in the recruitment of competent workmen, such Employer agrees to employ at least 50% percent of such workmen from the hiring hall herein designated.

2.5. The Employer, after receipt of written authorization from the Union, shall deduct the Union dues from each employee's paycheck due him on the first payday of each month and working dues from each employees' weekly checks, and shall transmit them to the Secretary-Treasurer of the Union. Any member who does not receive a paycheck on the first payday of the month shall have his dues deducted from the first paycheck he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer or is discharged.

2.6. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly work dues.

2.7. The written authorization, referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Union and the Employer, whichever is the shorter period.

2.8. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

2.9. The terms of this Agreement shall be from 12:01 a.m., June 1, 2015 until 12:00 midnight, May 31, 2018.

ARTICLE III

Union Security

3.1. All employees presently employed within the bargaining unit covered by this Agreement, shall, as a condition of employment, be required to become members of the Union (subject to paragraph 3.3), on or after the eighth day following the initial date of their employment with any Employer signatory hereto or on or after the eighth day following the date of the execution of this Agreement, whichever is later, and shall thereafter maintain said membership in good standing during the term of this agreement. All employees who are at the time of the execution of this Agreement, members of the Union, shall maintain said membership in good standing during the term of this Agreement.

3.2. Eight days under this Article shall mean employment within the bargaining unit for a period of eight days, either continuously with one Employer or cumulatively with any Employers signatory to this Agreement.

3.3. Nothing herein contained shall be interpreted as in any way infringing upon the Union's right, as expressed in Sections 8(b) 10(a) of the National Labor Relations Act to prescribe its own rules with respect to the acquisition and retention of membership therein.

3.4. In the event that the present provisions of the National Labor Relations Act are amended or interpreted so as to permit a greater degree of Union Security than now permitted by Section 8(a)(3) thereof, said amendments shall immediately, upon their effective date, be considered to be an integral part of this Agreement, as if fully set forth herein, and this Agreement

shall be deemed modified so as to provide the maximum degree of Union security permitted by such change in the law.

3.5. If an employee does not tender the initiation fee or fails to maintain membership in good standing in the Union, subject to this Article, the business agent shall notify the Employer, in writing, and such notice shall constitute a request to the Employer to discharge said employee within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays, for failure to maintain continuous good standing in the Union as set forth herein. The Employer shall discharge said employee at the end of such period. If, however, the Union does not accept into membership any employee tendering the initiation fee and the regular monthly dues, the prior provision shall not be applicable. However, should the Union at any time thereafter decide to accept such employee into the membership, the Union shall give written notice to the Employer and the Employee and the latter shall be required to tender the full and uniform admission fees in effect in the Union at the time, not later than seven (7) days following notification by the Union to him. In this case, if the Employee fails to comply with these provisions, the Union shall notify the Employer, in writing, and the Employer shall discharge said employee within forty-eight (48) hours after receipt of such notice by the Employer.

3.6. The requirement that employees become members of the Union and maintain membership in good standing, as described in Article III, shall require the tender, when due, of initiation fees and dues as uniformly required.

ARTICLE IV

Job Referral

4.1. The Employer agrees that the recruitment of employees shall be the responsibility of the Union and the Union agrees that it shall maintain facilities for the convenience of the Employer when in need of employees.

4.2. The Employer agrees to call upon the Union for all employees as he shall from time to time require, and the Union agrees to refer to the Employer the required number and type of journeyman and apprentices. The Union shall provide a referral slip to all employees referred for employment on this initial

employment. The referral slip shall contain the employee's name and address, his social security number, and his job status, i.e., journeyman, apprentice, pre-apprentice, and helper.

4.3. It is specifically agreed that the selection of applicants for the referral to jobs shall be on a non-discriminatory basis, with respect to their Union membership or non-Union membership, and shall not be based on, or in any way affected by, Union membership, by-laws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

4.4. The Employer retains the right to reject any job applicant referred by the Union.

4.5. It is specifically agreed that notices to employees and applicants for employment incorporating all of the provisions relating to the functioning of the Hiring Hall, including, the safeguards that are essential to the legality of such exclusive hiring arrangement, shall be conspicuously posted at the place maintained by the Union for said registration, and by the Employer at places where notices to employees and applicants for employment would ordinarily or customarily be posted.

4.6. Nothing in this Article shall preclude an Employer from offering employment directly to employees in the bargaining unit without the necessity of calling upon the Union for referrals provided that such employees had been employed by the same employer during the two year period immediately proceeding the date of hire; and, also provided that such employment is not offered to apprentices until said employer shall have offered same to all journeyman so employed during the two year period. Within twenty-four (24) hours of the date of hire, the Employer shall notify the Union of the name and classification of the employee so hired.

4.7. In the event, an Employee-Applicant for a journeymen or apprentice status is denied such status the Employer and the Union agree to cooperatively select a qualified, disinterested third party to consider appeals by the applicants from the results of any and all examinations for journeymen, apprentices, pre-apprentices and helpers.

4.8. The Employer agrees to adhere to the following ratios for hiring employees:

(a) For roofing jobs that are of the 1 or single ply nature, the ratio should reflect one (1) apprentice for every two (2) journeymen or fraction thereof;

(b) For roofing jobs on new built-up roofs (B.U.R.) the ratio should reflect one (1) apprentice for every three (3) journeymen or fraction thereof;

(c) For roofing jobs that are of a tear-off nature, the ratio should reflect one (1) apprentice for every one (1) journeymen or fraction thereof;

(d) For roofing jobs that are of a re-roofing (not requiring complete removal of existing systems, installation to be done over the existing roof) the ratio should reflect one (1) apprentice for every three (3) journeymen, or fraction thereof.

ARTICLE V
Yard Seniority

5.1. Yard Seniority shall govern in the laying off and recalling of employees. Seniority date shall be established as of the date of hire of the employee by the Employer. Seniority shall be broken If the employee is discharged for cause, quits or abandons the job. Employees laid off by an Employer, signatory hereto, shall be afforded the first opportunity for re-employment with said Employer, provided said employee has not, in the interim, obtained other employment or registered for work with the Union. Any employees in the lay-off status who refused his Employer's offer to return to work shall thereby forfeit his full seniority rights with said Employer. The Shop Steward, in the event of lay-offs due to lack of work, shall be the last man laid off, regardless of his seniority status.

ARTICLE VI
Wages

6.1. Effective June 1, 2015, the regular wage for all journeymen shall be $35.27 per hour and for foremen shall be $36.27 per hour. Effective June 1, 2016, the regular wage for all journeymen and foremen shall increase by $1.50 per hour and the employees' bargaining unit representative has the option to

place all, or any part of this increase into the fringe benefit funds. Effective June 1, 2017, the regular wage for all journeymen and foremen shall increase by $1.50 per hour and the employees' bargaining unit representative has the option to place all, or any part of this increase into the fringe benefit funds.

The employer may pay wages by check, provided the employee receives the check not later than Thursday of the week.

There shall be established the classifications of Pre-Apprentices, Probationary Apprentices and Apprentices, who, subject to Section 6-6 and Article III, as provided under this Agreement, shall be compensated at the following rates:

A. FOR ALL APPRENTICES WHO ARE REGISTERED IN THE PROGRAM AFTER JUNE 1, 2009:

(a) Upon commencement of employment, the Apprentice and Probationary Apprentice shall receive an hourly wage rate established at forty (40%) percent of the then current Journeyman rate. The Employer shall be obligated to make contributions to the Apprentice Information and Education Fund at the rates herein established, on behalf of the Apprentice for each hour paid. The Apprentice shall not be eligible at this time for participation in any of the other employee fringe benefit funds, and no employer contributions shall be obligated.

(b) After the minimum of six (6) months employment; after completing the minimum of seventy-two (72) hours of related classroom training offered by the Apprenticeship Program, and working a minimum of six hundred (600) hours of work experience under a Local 4 Agreement, the Apprentice shall receive an hourly wage established at fifty (50%) percent of the current Journeyman rate. The Employer shall continue to make payment into the Apprentice Information and Education Fund on behalf of this Apprentice.

(c) After a minimum of twelve (12) months of employment, after completing the minimum of one hundred forty three (143) hours of related classroom training offered by the Apprentice Program, and working a minimum of an additional six hundred (600) hours of

work experience under a Local 4 Agreement since moving to a 50% Apprentice as provided above in subparagraph b, the Apprentice shall be obligated to pass the "One Year Apprentice Skills Test" administered by the Apprentice Program. Upon passing the test, the Apprentice shall receive sixty (60%) percent of the current Journeyman scale. Additionally, the Employer shall make contributions on his behalf at full rate to the Welfare Fund and the Pension Fund. The Employer shall continue to make contributions on the Apprentice's behalf to the Apprentice Information and Education Fund.

Should the Apprentice not pass the skills test, the Apprentice shall be eligible to retake the test after two months, and if the Apprentice once again fails to pass, then after another two month waiting period, a lost opportunity to take the test shall be made available. Should the Apprentice fail the test, the Apprentice shall be dropped from the Apprentice program.

(d) After the minimum of eighteen (18) months of employment, after completing a minimum of two hundred sixteen (216) hours of related classroom training offered by the Apprentice Program, and working a minimum of six hundred (600) hours of work experience under a Local 4 Agreement, since moving to the 60% Apprentice scale as provided above in subparagraph c, the Apprentice shall receive seventy (70%) percent of the current Journeyman scale with full contribution into Apprentice, Welfare and Pension Funds.

(e) After the minimum of twenty-four (24) months of employment, after completing a minimum of two hundred eighty-eight (288) hours of related classroom training offered by the Apprentice Program, and working a minimum of six hundred (600) hours of work experience under a Local 4 Agreement since moving to the 70% Apprentice scale as provided above in subparagraph c, the Apprentice shall receive eighty (80%) percent of the current Journeyman scale with full contribution into Apprentice, Welfare and Pension Funds.

(f) After the minimum of thirty (30) months of employment, after completing a minimum of three hundred sixty (360) hours of related classroom training offered by the Apprentice Program, and working a minimum of six hundred (600) hours of work experience under a Local 4 Agreement since moving to the 80% Apprentice scale as provided above in subparagraph c, the Apprentice shall receive ninety (90%) percent of the current Journeyman scale with full contribution into Apprentice, Welfare and Pension Funds.

(g) After a minimum of thirty-six (36) months of employment, after a minimum of 432 hours of related classroom training offered by the Apprentice Program, and working a minimum of six hundred (600) hours of work experience under a Local 4 Agreement since moving to a ninety (90%) percent Apprentice, the Apprentice shall, provided he hold a valid driver's license, take the Journeyman Skills Test. Should he fail to pass the test, the Apprentice shall be eligible to re-take the test, up to three additional times, with a one month interval between testing. Upon passing the test, the Apprentice shall become a Journeyman and be paid at the full scale and benefits.

B. PREVAILING WAGE

On occasions where a signatory Employer is working in geographic areas outside those areas where the required government established "prevailing wage" is lower than that as established in the Local 4 area, then the Employer shall nevertheless be required to compensate his employees at rates provided in this Agreement. On occasions where a signatory Employer is working in a geographic area outside those areas

where a signatory Employer is working in a geographic area outside those areas where the required governmental "prevailing rate" is more than that as established under this Agreement, the Employer shall pay all wage and benefit excess dollar and cent amounts into the Annuity Fund on behalf of the employee.

6.2. Any employee who works as a mop man for a day shall receive an additional .30 cents per hour above the current journeyman's rate. However, a foreman who works as a mop man shall not receive this addition.

6.3. Effective June 1, 2015, and for the duration of this Agreement, any employee who works on a job where pitch is being applied shall receive .50 cents per hour above his normal wage rate.

6.4. The parties agree that any monetary amounts contained in this Article may be changed during the term of the Contract by agreement of the parties.

6.5. All employees shall be paid, in addition to all other wages or benefits, a sum equal to one half hour at the then current journeyman's rate, for each and every day that the employee commences work, such payment representing a per diem expense allocation. The Employer shall not be obligated to make fringe benefit contributions on such payment as the payment is acknowledged as an employee expense reimbursement. The Employer shall be responsible to conform with normal tax reporting requirements, if any.

6.6. All employees in the bargaining unit shall be entitled to make application for Union membership and shall be granted consideration upon the tendering of the full amount of the initiation fee then in effect, and, by completing the Union's probationary period.

ARTICLE VII

Hours of Work-Overtime-Holidays

7.1. The regular hours of work for all employees covered by this Agreement for all work shall be eight (8) hours per day from 8:00 a.m. to 12:00 noon, and from 12:30 p.m. to 4:30 p.m.

7.2. The regular work week for all employees covered by this Agreement shall be from Monday through Friday. During the

months of May, June, July, August and September, employees may agree with the Employer to commence work at an earlier starting time. During the months of October, November, December, January, February and March, the employees may agree with the Employer to commence work at anytime up to 10:00 A.M. However, regardless of the starting time during the months of October through March, the work day shall conclude at 4:30 p.m.

7.3. Overtime shall be paid at the rate of time and one-half for any work performed on the following days: New Year's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day and all Saturdays and Sundays. Overtime at the rate of time and one-half shall also be paid where work is performed during the noon hour between 12:00 and 12:30 p.m. and for all work performed outside of regular working hours as specified herein.

7.4. There shall be no short day paid.

7.5. The parties recognize that there may be Special Projects that may require, as a condition of the bid, to perform roofing work with a starting time after the regular working hours of 8:00 a.m. to 4:30 p.m. For such Special Projects, provided the Employer gives the Union at least two weeks prior notice of the start of the project, the journeyman rate, and all other rates for employee classifications covered by this agreement, for the first eight hours, shall be the contract rate plus a premium of ten (10%) percent. This pay rate, for all hours after eight hours, shall be the regular overtime rate of straight time and one half (1½ times regular rate).

ARTICLE VIII

Working Conditions

8.1. The Employer agrees that in case of a breakdown in mechanized equipment, there shall be no loss of time to the employees because of this breakdown.

8.2. The Employer agrees that a Tank Truck, when in use, shall have two (2) men, except for Light-Up. No truck driver shall be allowed to heat up a Tank Truck or feed into kettle.

8.3. Any employee who is requested to report to work at any job by an Employer or by a foreman of that job, shall be

paid a full day's pay for that day if not put to work, or provided with an opportunity for a full day of work.

8.4. Any job 100 squares or more, must have a Job Steward until the job is completed.

8.5. Any employee who is required to go from a job to a shop for their pay, shall leave said job in sufficient time to get to the shop before quitting time and all the time required shall be paid as a single time.

8.6. Text of this provision intentionally deleted.

8.7. No employee shall work on a roof two-handed without another employee tending to the fire under the kettle.

8.8. No employee shall take any sub-contract work or piece work.

8.9. Foreman must at all time examine the ropes, ladders, derricks, pails and all other tools and material with which employees work to determine if same meet the highest safety standard. Employees shall not start work until all of the ropes, ladders, pails, and all other tools are found to be in a safe condition.

8.10. By reason of the spasmodic nature of employment and the diversity of the work job sites, employees shall report to the office or yard at 7:00 A.M. in order to receive instructions as to where they are to perform work. No employee shall throw any roofing material from buildings. All materials must be lowered by the proper means used in the trade. This is an important safety rule and any employee breaking this rule shall be subject therefore. Should any of the employees represented by the Union be arrested for breaking this rule or suffer a fine, imprisonment or both, the Union will not render any support or protection to him.

8.11. The employees shall be allowed a ten (10) minute coffee break in the morning.

8.12. Where an employee lights a kettle on a job, he shall be paid at the overtime rate of time and one-half for each hour preceding 8:00 A.M. provided he received a minimum of one and one-half (1½) hours' pay. If an employee lights a kettle during

the 1/2 hour lunch break, the employee shall receive one (1) hour of pay.

8.13. No alcoholic beverages shall be brought on or consumed on any job. It shall be understood that a violation of this clause shall be just cause for immediate discharge without recourse to the Grievance Procedure, except for verification of the violating act.

8.14. It shall be provided that every employee shall be responsible for all tools specifically assigned to him and shall reimburse the Employer for any tool lost or stolen while in his custody.

8.15. Damage to property on a job resulting from an employee's lack of due care during the course of his employment shall constitute just cause for discipline.

8.16. Each Employer covered by this Agreement shall post, by giving to the Union and/or the Funds, a Bond of a Surety Company authorized to do business in New Jersey, in a form approved by the Trustees of all fringe benefit funds and the Union in the amount of $100,000.00 guaranteeing the payment of wages and fringe contributions required by this Agreement. An Employer may, if he desires, furnish a cash bond in the form of a certified check in such amount, payable to the Fund Trustees; in such case, the Fund Trustees shall be authorized to hold said monies in escrow and to pay the same or any part thereof which may be due and owing hereunder for wages or fringe contributions to the Union or Trustees under any fringe benefit plan to whom the same may be due upon the filing of a Verified Affidavit with the Employer by the Union or the Trustees.

Said bond or said escrow agreement shall continue in effect during the period of this Contract and of any renewal agreement hereof. In the event that the Employer has become delinquent in making contributions to the Funds, the Union shall have the right to withhold the services or withdraw the services of any or all employees of such Employer until said Employer has paid the delinquent amount. The surety bond provided herein shall not be cancellable unless at least thirty (30) days' written notice of such cancellation is given to the Union and Fund. It is further agreed that the provisions of this paragraph will not be waived by any other steps taken by the Union or Trustees to enforce payments of wages or fringe benefits including, but not

limited to, legal actions, strikes, picketing or publicity. When good cause has been demonstrated, the Union and/or the Trustees of the Funds, may agree upon a lower or greater bond amount, or other appropriate payment security arrangement.

8.17. The Employer agrees to provide twenty-four (24) hours notice to employees of all lay-offs.

8.18 The Employer shall be permitted, upon providing notice to the Union and to the employees in the bargaining unit, to install, maintain, and utilize Global Positioning System devices (GPS) in all Employer owned vehicles that are to be utilized by the bargaining unit employees.

8.19. Local 4 recognizes that excessive use of cell phones by bargaining unit employees during working time shall be grounds for termination of employment and return to the hiring hall, provided a written warning on excessive cell phone use has previously been given.

8.20. The ratio of Journeymen to Apprentices on tear-off work shall be 1 to 1.

8.21. The Employer shall have the right to require members of its regular crew to participate in training and secure award of certificate, if certificates are issued, for OSHA 30, First Aid, and CPR, which training shall be provided by the Training Fund but while being compensated by the Employer.

8.22. For Projects or Construction Sites where the Owner, General Contractor, or Project Manager has established formal site rules and regulations regarding conduct such as no smoking or drinking, the Journeymen and Apprentices shall be subject to such rules, and provided that an employee has received a prior verbal warning and then a subsequent written warning for a particular infraction, should there then be a fine issued for a subsequent infraction the offending employee shall be personally responsible for the payment of the fine, and if not paid promptly may be deducted by the Employer from the employee's pay.

ARTICLE IX

Foreman

9.1. Whenever four (4) or more employees are assigned to any job, one shall receive foreman's wages. The Employer shall designate the foreman who shall then perform foreman duties. On any job being performed in the territory of the Union by an Employer, not a signatory to this Agreement, the Union shall require that at least one man, referred by the Union, shall receive foreman's wages as provided by this Agreement.

9.2. Wages of a foreman for the duration of this Agreement shall be no less than $1.00 per hour above the prevailing journeyman's rate.

ARTICLE X

Traveling Expenses

10.1. In addition to wages and fringe benefits, each employee shall receiver one half hour of the current Journeyman wage rate for travel time, plus the sum of $1.50 carfare, for each day he starts to work. Any employee who leaves a job site voluntarily, prior to the end of the workday, without just cause, will not receive the above payment. This amount may be changed during the term of this Contract by agreement of parties.

Because this amount that will be included in the Employer's gross compensation, the employee shall be individually responsible for taking the deductions related to actual travel costs incurred against such compensation when filing their personal income tax returns. Also because this is a per diem reimbursement of said travel cost, the Employer will not be responsible for the payroll tax expense on such amount, nor will it be included in determining overall wages in calculating workers' compensation insurance, but shall make the appropriate tax reporting on the payment.

ARTICLE XI

Shop Steward

11.1. Shop Stewards shall be designated by the Union for the purpose of seeing to it that the terms and conditions of this Agreement are followed.

11.2. The shop steward shall have no authority to call any strike or stoppage of work. In the event of emergency difficulties, the shop steward shall notify the Business Manager of the Union.

11.3. The shop steward may handle routine grievances on the job between the employees and supervisors, but he will have no authority to make any agreement which contradicts, modified or alters the terms of this Agreement.

11.4. The shop steward shall not be discharged without giving the Local Union advanced notice of an intention to discharge.

ARTICLE XII

Authorized Union Officer

12.1. It is stipulated and agreed that only the Business Manager of the Union is the authorized officer and agent of the Union and shall be the only one to be recognized by the Employer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of this Agreement. The actions, declarations or conduct of any other persons, except herein named, whether performed or made with respect to the Union or not, are not and shall not be considered to be the acts of any officers or agents of the Union and shall not constitute any authorized acts for and on behalf of the Union, nor will the Employer or the Union recognize those persons as the Union's officers or agent for that purpose and their actions in that respect shall be not be binding upon the Union, nor shall they form the cause or any basis of liability of any nature whatsoever on the part of the Union.

12.2. It is further stipulated and agreed that the authority of the Business Manager of the Union to act for the Union, as stated above, may be revoked at any time if a certified letter to that effect, signed by the duly authorized

Union officers, under the seal of the Union, is received by the Employer.

12.3. An Employer agrees to grant the Business Manager of the Union, or his designee, at all times, the privilege of access to the shop or shops, or to the job or jobs, to examine working conditions of the employees on said job or jobs, or in the shop or shops, to handle disputes and grievances and to take care of such other business affairs of the Union as required on the premises above mentioned.

ARTICLE XIII

Subcontracting

13.1. If the Employer, during the course of any Contract which he has obtained for the performance of work or services within the work and territorial jurisdictions of the Union, decides to subcontract to another Employer the work covered under this Agreement, the Employer herein agrees to subcontract such work to an Employer signatory to this form of Agreement, or to an employer who as a condition precedent to the subcontract becomes signatory to this form of Agreement, and the subcontracting Employer shall perform said work and services consistent with all the terms and conditions set forth in this Agreement, and the contracting Employer agrees to guarantee and be responsible for said subcontracting Employer's compliance with all of the terms and conditions set forth in the Agreement.

ARTICLE XIV

Termination Clause

14.1. This Agreement shall become effective the 1st day of June, 2015, at midnight, until the 31st day of May, 2018, at midnight. At least sixty (60) days prior to the 31st day of May, 2018, either party may serve upon the other notice to negotiate a new successor collective bargaining agreement and shall incorporate therein the changes, additions or deletions that they may desire for the successor agreement. The parties shall meet within two weeks thereafter to commence negotiations. Notwithstanding the termination of this Agreement on the date aforesaid, the Trustees of the Welfare, Pension, Annuity, Apprentice Funds or any other Funds created hereunder or for or

on behalf of the Union or its membership, shall be authorized to continue to operate completely their aforesaid Funds, pursuant to the Agreement and Declaration of Trust governing those Funds.

ARTICLE XV

Federal and State Law Conflict

15.1. Where any provision of this Collective Bargaining Agreement or the application of such provision to any person, thing or circumstance, shall be in conflict with any Federal or State legislation, or where such provisions or the application thereof shall be held invalid or unenforceable by Court of Law or of Equity or by any administrative government agency having jurisdiction over the subject matter, such decision as to the invalid provision shall not affect the balance of this Agreement, which shall remain in full force and effect.

15.2. The parties hereto agree that they will meet within ten (10) days after such provision has been declared null and void and unenforceable and negotiate a substitute provision and then incorporate that provision in the balance of the otherwise valid Agreement.

ARTICLE XVI

Grievance / Arbitration

16.1. Any difference as to interpretation or application of this Agreement shall be recognized as a grievance, and shall be subject to grievance discussions. The Employer and Union agree to submit to arbitration any grievances and any differences as to their interpretation or application of this Agreement that may arise between them in their relationship and which cannot be settled between them in their relationship. Arbitration shall be commenced by the filing of a written demand for arbitration with the New Jersey State Board of Mediation, a copy of such demand to be served on the other party. Arbitration shall be conducted pursuant to the rules and regulations of the NJSBM. All arbitration awards shall be final and binding upon the parties. Should any party refuse to comply with an arbitration award, such that the other party is required to apply for judicial confirmation and enforcement, should the Court confirm

the award then the party securing the confirmation shall be entitled to receive full reimbursement of attorney fees and costs expended in the confirmation action. The fees and expenses of the Arbitrator shall be equally borne by the parties. Each party shall be responsible for its own fees and costs in regard to preparation and presentation of the case.

ARTICLE XVII

Insurance Coverage

17.1. Each Employer agrees to carry comprehensive kinds of insurance coverage such as, but not limited to, Workmen's Compensation, Public Liability, and Property Damage on equipment, automotive or otherwise, when used by its employees in the bargaining unit, as well as any other insurance coverage carried by custom and practice in this industry. The cost of such coverage shall be borne by the Employer who may be required to provide proof of such coverage in writing to the Union at least annually or more often if requested by the Business Manager of the Union. In the event the Employer suffers cancellation of insurance coverage, the Union shall be notified immediately by the Employer in writing. Without such protection, the Union reserves the right to remove the journeymen, helpers and apprentices from any job which shall not be a breach of this Agreement until the aforesaid insurance coverage has been supplied and proof of identity of carrier, dates of coverage and policy numbers are submitted.

17.2. Each Employer who has one or more employees of any classification in his employ agree as a matter of contract to elect, petition and qualify to become a covered Employer, as permitted by the terms of the Unemployment and Temporary Disability Benefits Act of New Jersey. The Union shall be kept informed of the Employer's Acts of compliance and proof of compliance or rejection by the State of New Jersey shall be immediately provided to the Union by the Employer. The purpose of this paragraph is to provide unemployment and temporary disability benefits for each employee or more on every job or in the shop. The temporary disability provisions of the law, commonly known as the "State Plan", shall be adhered to by each Employer for the benefit of the journeymen and apprentices in

the bargaining unit, unless an Employer has a State approved private plan. If any Employer has a private plan of temporary disability benefits in effect, the details, such as identity of carrier, address, policy number and state of election as provided by the Statutes of the State of New Jersey, shall be provided to the Union when the job is commenced. Failure of an Employer to adhere to all requirements of this Article shall constitute a breach of this Agreement. The active intent of the parties is to cover, on commencement of work, one or more employees immediately with all parts of this coverage. Proof of compliance with the provisions of this Article shall be submitted to the Union before commencement of the job.

17.3. During the time period commencing May 15th through to and including September 30th, the classification of Roofer-Summer Help/Temporary/Casual shall be in existence, generally referred to as Summer Roofers. The Employer may request from the Hiring Hall the referral of Summer Roofers. Should the Hiring Hall have insufficient Summer Roofers on the out-of-work list, the Employer may hire from the street, but upon hiring shall immediately report such hiring to the Union, identifying the name of the individual, social security number, and address. All Summer Roofers must immediately apply for and become registered in the apprentice program. Summer Roofers shall be paid at forty (40%) percent of the Journeyman Wage Rate, plus the Employer shall make full contribution to the Apprentice Information and Education Fund on behalf of that Summer Roofer for each hour paid, such payment to provide for enrollment in the Apprentice program and assist in defraying expenses of current and future training and education. The Employer shall not be obligated to pay into any of the other fringe benefit funds on behalf of the Summer Roofer. The Summer Roofer shall be obligated to make payment of Working Assessments to the Dues Fund.

A Summer Roofer may be converted to the status of Apprentice Roofer upon application and acceptance into the Program.

17.4 The Employer further agrees to provide immediate medical attention and hospitalization, if necessary, to any employee injured on the job, at no cost to the employee. Failure to do so shall be a breach of this Agreement.

ARTICLE XVIII

Picket Lines

18.1. The Employer's employees who constitute the bargaining unit, reserve the right to refuse to cross any legal picket line. Any employee's refusal to cross any picket line, whether such picket line is determined to be lawful or unlawful, shall not render the Union, its representatives, or any of the employees in the bargaining unit, responsible or liable for any monetary damages to any employer, in law or in equity, before any federal or state court, or administrative agency, having jurisdiction over the dispute.

ARTICLE XIX

Jurisdictional Disputes-National Joint Board of Awards

19.1. In the event of any jurisdictional dispute with any other craft concerning any work on a particular job, the Employer shall immediately submit said dispute to the National Joint Board of Awards for the settlement of jurisdictional disputes, if such Board is in existence at that time, and shall abide by any decisions of the above mentioned Joint Board.

19.2. The Employer agrees to recognize any trade line (work) jurisdictional agreements made between the parent International Union and any other Building Trades International Union affiliated with the Building and Construction Trades Department of the AFL-CIO. In making an original assignment of work, the Employer shall make said assignment under this Contract in accordance with any established decisions or agreements set forth either in the "Green Book" or in any official book published by the National Joint Board for the Settlement of Jurisdictional Disputes. Where there are no aforementioned established decisions or no informative International Union agreements of record and a jurisdictional dispute arises with another craft, the employer shall assign the work in accordance with past custom or established area practice, within the Union's territorial jurisdiction wherein the dispute arises.

19.3. The Employer in an effort to maintain work jurisdiction peace, shall require the subcontractors to sign an agreement stipulating that they agree to be bound, and are

bound, by the provisions of this Article, including the submission by all subcontractors of all jurisdictional disputes wherein this craft is involved, to the National Joint Board for the settlement of Jurisdictional Disputes for settlement of the disputes according to its rules and procedures. All subcontractors shall agree to be bound by the Board's decision.

ARTICLE XX

Assignment of Work

20.1. The Employer agrees as a condition of execution of this Agreement that it will assign to the employees within the bargaining unit and only to such employees, the trade line jurisdiction as summarized in this Agreement, provided the Employer is able to obtain such work. The bargaining unit is defined as including all employees of Employers signatory hereto, who perform in whole or in part, any of the work falling within the Union's trade line jurisdiction. Should the Employer assign a bargaining unit employee to perform work which is outside the bargaining unit, the employee shall continue to enjoy a continuation of wages, benefits and other working conditions, unless otherwise agreed to by the Union and the Employer. Nothing herein shall prevent the Employer from offering members of the bargaining unit the opportunity to perform work not within the Union's trade line jurisdiction, and therefore, not subject to this Agreement, provided the Employer requests the Union's prior approval, said request to be approved or denied in writing within 72 hours by the Union and approval by the Union not to be unreasonably denied. The parties agree that should the Union fail to respond within 72 hours to such a request, its approval of the Employer's request shall be deemed granted and the work shall not be subject to the terms of this Agreement until written objection is sent by the Union, which objection shall be on a prospective basis only. In the event of an emergency, the Employer may offer work to members of the bargaining unit, pending the Union's response to its request. Issues as to the interpretation or application of this provision shall be subject to the grievance and arbitration provision.

20.2. In the event that any jurisdictional dispute or strike occurs because of improper assignment of work by the Employer or because of claims of other crafts to the aforementioned work, the Union reserves the right to consider any improper assignment a breach of this Agreement and having so

considered it a breach, in addition to asserting a claim for contract damages, hereby reserves the right to withdraw the bargaining unit employees from employment with the Employer involved. The Employer agrees it will hold the Union and its employees harmless for such work stoppage.

ARTICLE XXI

Fringe Benefit Funds

21.1 The Employer agrees to be bound by the Agreement and Declaration of Trust, Trust Indenture, and Restatements thereof, including amendments, resolutions, rules and regulations adopted by the Trustees, of the:

(a) Composition Roofers Local Union No. 4 Welfare Trust Fund

(b) Composition Roofers Local Union No. 4 Pension Trust Fund

(c) Composition Roofers Local Union No. 4 Apprentice Information and Education Fund

(d) Composition Roofers Local Union No. 4 Annuity Fund

(e) United Union of Roofers, Waterproofers and Allied Workers Local 4 of Newark, N.J. and Vicinity (AFL-CIO), Dues Fund

(f) Roofers and Waterproofers Research and Education Joint Trust Fund.

21.2. The Employer agrees to pay to each of the Fringe Benefit Funds set forth in Article 21.1 the sum as set forth below for each hour paid to employees of the bargaining unit.

(a) Welfare Fund
effective June 1, 2015 - $10.40/hr.

(b) Pension Fund
effective June 1, 2015 - $9.00/hr.

(c) Apprentice Information and Education Fund
effective June 1, 2015 - $1.85/hr.

(d) Annuity Fund
effective June 1, 2015 - $2.75/hr.

(e) Dues Fund (Paid to the Welfare Fund as agent)
effective June 1, 2015 - $2.50/hr. (which is deducted from wages after taxes)

(f) Vacation Fund (Paid to the Welfare Fund as agent)
effective June 1, 2015 - $4.50/hr. (which is deducted from wages after taxes)

(g) Jack Critchley Day (Paid through the Welfare Fund as agent) effective June 1, 2015 - $1.00/hr. (which is deducted from wages after taxes)

(h) Roofers and Waterproofers Research and Education Joint Trust Fund, effective June 1, 2015 - $0.04/hr.

21.3. The Employer shall report, on a form approved by the Fund Trustees, and submit contributions to the Funds on a monthly basis. The Employer agrees to submit the payments to the Funds by the tenth day following the end of the calendar month for which the contributions are to be made, on forms proscribed by the Trustees. The report shall identify each employee and the number of hours worked by such employee for that month. Contribution reporting forms must be received by the Fund office by the close of business of the tenth day following the end of the calendar month, or the Employer will be subject to administrative penalties, as set by the Fund Trustees. The Employer shall, at all times, maintain a wage and benefit bond, in favor of the Union and the Funds, on the form

specified by the Union and the Funds, in an amount of One Hundred Thousand Dollars ($100,000.00), or as otherwise set by the Fund Trustees.

21.4. The Employer agrees that the Union may increase the amount of the contributions to the above referenced Fringe Benefit Funds above the amount herein set forth by deducting a comparable amount from the wages of the employees. Such diversion shall become effective upon certification from the Union to the Employer of the amount of the Fringe Benefit contribution increase and the amount of wage deduction.

21.5. The Employer agrees to be bound by any Agreement and Declaration of Trust for the various Funds identified herein; and all amendments thereto, and the rules and regulations of such Fund(s) and any new fund which may hereafter be created for the benefit of employees, and/or their spouses and dependents, for any lawful purpose under the laws of the State of New Jersey and the United States resulting from an agreement between the Union and the Employer, or by Fund Trustees. The Employer shall pay the sum, per hour, to the Trustees of any such fund which may be created hereafter for all hours worked by all employees in the Bargaining Unit in their employ within the territorial jurisdiction of the Local Union in accordance with the provisions for such rate of contribution as may be contained in said Declaration of Trust and/or Agreement; provided, however, that the payment by the Employer with respect to any fund which may be created hereafter under the provisions of this Article shall be deducted from the wages of the employee provided under Article XVI of this Agreement.

21.6. The Employer agrees to pay to the Trustees of each of the Funds heretofore or hereafter created, all fringe benefits at the rates set forth herein on behalf of each of the bargaining unit employees. A violation of any other Section of this Agreement shall not relieve the Employer of the obligation specifically referred to in this Section.

21.7. All Funds heretofore or hereafter created, shall be audited at least annually by a certified public accountant selected by the Trustees.

21.8 The Employer agrees to permit an authorized representative of the various Funds to conduct a contribution compliance review in accordance with guidelines adopted by the Funds Trustees. Upon request, the auditors shall execute a confidentiality agreement in a form acceptable to the Trustees.

21.9. The Board of Trustees shall have the authority to determine the method of enforcement of the collection from Employers who do not respond in accordance with the terms of this Section. The Trustees of the Fringe Benefit Funds shall maintain appropriate legal actions to collect any contributions due or for an accounting or any other appropriate relief. Should arbitration or court action be required in order to collect monies owed the Funds or to examine the Employer's books or records, the Employer will be responsible to pay all contributions, plus court costs, interest at the rate of 12 percent and liquidated damages in the amount of 20 percent of the debt, and attorney's fees at the rate of 20%.

21.10. The Trustees shall have the power to establish and determine rules and regulations of eligibility of the employees and the type of benefits to be provided in each of the funds heretofore or hereafter established, and amend such rules and regulations, provided the eligibility requirements for determining eligible employees for benefits shall comply with the law.

21.11. The assets of any fund heretofore or hereafter created shall be used only for the purpose for which said fund was established and the reasonable and necessary expenses for the operation of the fund.

21.12. Each fund shall be governed by the terms of the Agreement and Declaration of Trust executed between the Association, Employers, the Union and Trustees. No part of the assets of any fund are to be returned to the Association, any Employer, the Union or any individual employee, spouse or dependent, except by way of benefits and under the terms provided for the administration of said fund.

ARTICLE XXII

Discharge

22.1. The Employer may discharge any employee for good and sufficient just cause. Upon any such discharge, the Employer shall give notice of said discharge to the Employer and to the Union, in writing, stating the specific reasons therefore. In the event the Union or the employee disputes said charge, the matter shall be submitted to arbitration before the New Jersey State Board of Mediation, and to be processed and conducted pursuant to the rules and regulations of the Board. In order

for the arbitration to be timely filed, the submission shall be posted or transmitted to the New Jersey State Board of Mediation within ten (10) business days of the date of the receipt of said notice by the Union.

22.2. If, upon review of a discharge, an arbitrator decides that there was not good and sufficient just cause for said discharge, the employee shall be reinstated to his former position without loss of seniority and other benefits provided to any Union member and said employee shall receive a day's pay, at his own rate, for each working day the employee was not permitted to work for said Employer from the date of the wrongful discharge, to the date or reinstatement, without setoff or mitigation.

ARTICLE XXIII

SUCCESSORS AND ASSIGNS

23. It is hereby agreed that the terms of this Agreement shall be binding upon the successors or assigns of the respective parties.

On Behalf of the Employer:

PRAVCO, INC.

Name of Company

By: _____

Signature

P. SHARMA

Print Name of Signer

Address of Company:

245 WESCOTT DRIVE
RAHWAY, NJ 07065

Phone Number and Email:

732 388 0800

Date: 8-31-2015

On Behalf of Local No. 4,

United Union of Roofers, Waterproofers and Allied Workers of Newark, N.J. and Vicinity (AFL-CIO)

By: _____

DAVID CRITCHLEY,
Business Manager

Date:

COUNTY OF UNION

BID SUBMISSION CHECKLIST

BA# 7-2016 ROOFING MAINTENANCE & REPAIR SERVICES REBID

_____ 1. CONSENT OF SURETY - The Consent of Surety form signed by a Surety Company stating that if your bid is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of $10,000.00. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety, you may submit a Certified Check for the amount of $10,000.00.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language.

_____ 2. Bidder Signature Page – fill out completely.

_____ 3. Stockholder Disclosure Certification – (2 pages) fill out completely and notarize.

_____ 4. Non-Collusion Affidavit – fill out completely and notarize.

_____ 5. Affirmative Action Requirement

_____ 6. Disclosure of Investment Activities with Iran

_____ 7. Americans with Disabilities Form

_____ 8. Copy of a State of New Jersey **Business Registration Certificate ("BRC")** issued in the company name of the bidder and in the names of any subcontractors, if applicable

_____ 9. Addenda Receipt Form - ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

_____ 10. Bid Form Page(s)

_____ 11. Extension Form for Union County Cooperative Pricing System

_____ 12. Certificate from New Jersey Department of Labor – Public Works Contractor Act

_____ 13. Warranty

_____ 14. Experience

_____ 15. Contractor Responsibility Certification

_____ 16. Affidavit of General Contractor & Subcontractor OSHA Compliance

Each bidder should complete this form, <u>initial</u> each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: Pravco, Inc. _____ DATE: 2/25/2016