

**ORDINANCE NO. 2025-1523**

**BOROUGH OF TINTON FALLS  
COUNTY OF MONMOUTH**

**ORDINANCE CREATING A NEW CHAPTER 25 IN THE BOROUGH CODE  
OF THE BOROUGH OF TINTON FALLS TO BE ENTITLED  
“PROJECT LABOR AGREEMENTS”**

**WHEREAS**, the Borough of Tinton Falls has a compelling interest in awarding public works contracts so as to ensure the highest standards of quality and efficiency at the lowest responsible cost; and

**WHEREAS**, a project labor agreement, which is a form of pre-hire collective bargaining agreement covering all terms and conditions of a specific project; can ensure the highest standards of quality and efficiency at the lowest responsible cost on appropriate public works projects; and

**WHEREAS**, project labor agreements provide the Borough of Tinton Falls with a guarantee that public works projects will be completed with highly skilled workers; and

**WHEREAS**, project labor agreements provide for peaceful, orderly and mutually binding procedures for resolving labor issues without labor disruption; and

**WHEREAS**, project labor agreements allow public agencies to more accurately predict the actual cost of the public works project; and

**WHEREAS**, the use of project labor agreements can be of specific benefit for complex construction projects in excess of Five Million Dollars (\$5,000,000); and

**WHEREAS**, the use of project labor agreements shall be considered on a project-by-project basis where such agreements benefit the Borough of Tinton Falls, from a cost, efficiency, quality, safety and/or timeliness standpoint.

**NOW THEREFORE, BE IT ORDAINED**, by the Borough Council of Borough of Tinton Falls, County of Monmouth, State of New Jersey that a new Chapter 25 of the Borough Code is hereby created and shall be entitled “Project Labor Agreement.”

**SECTION 1.** The Borough Council of the Borough of Tinton Falls does hereby create a new Chapter 25 in the Borough Code to be entitled “Project Labor Agreements,” and which shall read as follows:

**CHAPTER 25**

**PROJECT LABOR AGREEMENTS**

**§ 25-1 DEFINITIONS**

For the purposes of this chapter, the following words and their derivations shall have the meaning given herein:

#### APPRENTICE

Means a worker who participates in a federal or state apprenticeship program or, as an apprentice equivalent, participates in a DOL approved training program, takes a construction apprenticeship test, and receives benefits and pay not less than those received by an apprentice.

#### APPRENTICESHIP PROGRAM

Means a registered apprenticeship program providing to each trainee combined classroom and on-the-job training under the direct and close supervision of a highly skilled worker in an occupation recognized as an apprentice able trade, and registered by the Office of Apprenticeship of the U.S. Department of Labor and meeting the standards established by the Office, or registered by a State apprenticeship agency recognized by the office.

#### JOURNEYMAN

Means a skilled worker who is a member of a Labor Organization and who has successfully completed an official apprenticeship qualification in a building trade or craft.

#### LABOR ORGANIZATION

Means an organization which represents, for purposes of collective bargaining, employees involved in the performance of public construction projects, that has the present ability to refer, provide or represent sufficient numbers of qualified employees to perform the contracted work and has an apprenticeship program.

#### LABOR PERSON HOURS

Means the number of hours worked multiplied by the number of employees performing such work.

#### PROJECT COMPLETION

It means the determination by the Borough of Tinton Falls, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the project receives its Final Certificate of Occupancy.

#### PROJECT LABOR AGREEMENT (PLA)

Means a form of pre-hire collective bargaining agreement between a Labor Organization and the Contractor for a specific construction job that contains at a minimum the requirements set forth in this Chapter.

#### PUBLIC WORKS PROJECT

Means any construction contract entered into by the Borough of Tinton Falls wherein public funds are utilized or a construction project subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., the total cost of which is equal to or exceeds \$5,000,000, exclusive of any land acquisition costs.

#### RESIDENT

Means any person who currently lives in the Borough of Tinton Falls and/or the County of Monmouth and who has lived in the Borough of Tinton Falls and/or the County of Monmouth for the previous 12 months.

#### **SUBSTANTIAL COMPLETION**

Means any construction project that is not completed but is near completion by virtue of the project receiving a Temporary Certificate of Occupancy from the Construction Official of the Borough of Tinton Falls or a Certificate of Substantial Completion from the Borough Engineer.

#### **TEMPORARY CERTIFICATE OF OCCUPANCY**

Means a certificate that is issued by the Construction Official of the Borough of Tinton Falls when a project has been substantially completed as determined by the Borough Engineer or other appropriate Borough Official provided that such portion or portions may be occupied safely prior to full completion of the building or structure without endangering health or safety.

#### **TOTAL CONSTRUCTION COST**

Means all costs, including infrastructure, excluding only land acquisition costs, incurred to construct a project through the date of completion, that is, the date the Final Certificate of Occupancy is issued.

### **§ 25-2 PROJECT LABOR AGREEMENTS REQUIRED; GENERAL TERMS**

#### **§25-2.1 Requirements**

All Bid Specifications, Project Manuals, draft and final contracts for Public Works Project as define herein, which are estimated to exceed \$5,000,000, exclusive of any land acquisition costs, shall require the execution of a Project Labor Agreement that complies with the requirements of this chapter and N.J.S.A. 52:38-1 et seq. The Mayor may, having taken into consideration the nature, size and complexity of the project, determine that a Project Labor Agreement (PLA) is not required. In all cases where a Project Labor Agreement is utilized, it must advance the interests of the Borough of Tinton Falls, including cost, efficiency, quality, time lines, and need for a skilled labor force and safety.

#### **§ 25-2.2 Terms**

All Project Labor Agreements shall contain the following terms:

- a. A guarantee that there will be no strikes, lock-outs, or other similar actions;
- b. Procedures to insure the effective, immediate, and mutually binding resolutions of jurisdictional and labor disputes arising before the completion of the work;
- c. A provision to bind all contractors and subcontractors on the project in all relevant documents;
- d. Evidence that each contractor and subcontractor working on the project has a local Federally-registered apprenticeship program;
- e. Conformity with all statutes, regulations and Borough of Tinton Falls ordinances regarding the implementation of the Borough of Tinton Falls's goals for women and Minority-owned businesses;

- f. A requirement that 20% of the labor hours required shall be performed by residents of the Borough of Tinton Falls, who are apprentices and graduates of Federally-registered apprenticeship programs. If it can be demonstrated that fulfilling this requirement is not possible because there are not enough apprentices or graduates of Federally-registered apprenticeship programs available in Tinton Falls, the required percentage of apprentices will be decreased accordingly.
- g. A requirement that the Contractor and Labor Organizations shall furnish to the Borough of Tinton Falls and/or the Mayor any and all reports or other documents which the Borough may reasonably request from time to time in order to carry out the purposes of this chapter, including but not limited to reports and records to support the work hours stated in the above reports must be maintained for a period of three years after project completion. All records shall be made available to the Borough of Tinton Falls upon 10 days' prior written notice.
- h. Site Access. Representatives of the Borough of Tinton Falls shall be required to have appropriate access to all work sites in order to monitor compliance.
- i. All requirements pursuant to N.J.S.A. 52:38-1 *et seq.*

**§ 25-2.3 Remedies.**

In the event that either the Contractor and/or the Labor Organization should violate this chapter, the Borough of Tinton Falls may seek any and all remedies available to it at law or equity. Such remedies include, but are not limited to, compelling the Contractor and/or the Labor Organization to complete a remedial employment action plan, pay liquidated damages or the Borough of Tinton Falls may elect to terminate the Public Works Project Contract.

**SECTION 2.** All ordinances or parts thereof, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of their inconsistencies.

**SECTION 3.** In the event any section, part or provision of this Ordinance shall be held unconstitutional or invalid by any Court, such holding shall not affect the validity of this Ordinance or any remaining part of this Ordinance other than the part held unconstitutional or invalid.

**SECTION 4.** This ordinance shall take effect after second reading and publication as required by law.

Introduced:

Adopted:

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RISA CLAY  
COUNCIL PRESIDENT

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VITO PERILLO  
MAYOR

ATTEST:

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MICHELLE HUTCHINSON  
BOROUGH CLERK

APPROVED AS TO FORM:

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KEVIN N. STARKEY, ESQ.  
DIRECTOR OF LAW