

NYSIF SPRINKLER INSTALLATION Public Work PLA

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering The **NYSIF Sprinkler Project** as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as **NYSIF Sprinkler Project** and located at **199 Church Street, New York, NY**, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
- (3) Authorizes the parties to such local 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 but only to the extent of Project Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of work; identify craft jurisdiction(s) and all contract numbers below:

Name of Contractor or subcontractor: _____

Authorized Officer & Title: _____

Address: _____

Phone: _____ Fax: _____

Contractors State License #: _____

Entity your company is contracted with and address: _____

Sworn to before me this _____ day of _____, 20__

Dated: _____

Notary Public

MEMORANDUM OF AGREEMENT

WHEREAS, New York State Insurance Fund (the "Owner") through their PLA Program Manager, LiRo Program and Construction Management, P.E P.C. ("LiRo"), Prismatic Development Corp., and the Building and Construction Trades Council of Greater New York and Vicinity (the "Council") (collectively, the "Parties") executed a project labor agreement for the Comprehensive Building Renovation and Sprinkler Project (the "PLA"); and

WHEREAS, the Parties desire to extend the terms and conditions of the PLA to the Façade Restoration work associated with the project site, that is not currently included in the PLA;

WHEREAS, the Owner has engaged LiRo to undertake a review of whether the use of the PLA will serve the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest, are best met by including the PLA to this Project; and

WHEREAS, LiRo has performed such a review, and has advised the Owner that the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest, are best met by including the PLA in this Project; and

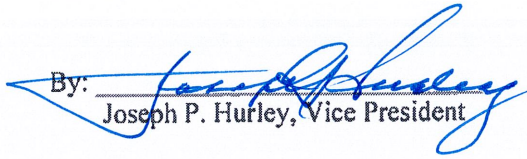
WHEREAS, the Owner has carefully reviewed and considered the advice of LiRo and has determined that the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest, are best met by including the PLA in this Project;

WHEREAS, the façade restoration contract has not been awarded yet, and the bid specifications for that contract will include the current PLA and provide a requirement that the façade restoration contractor shall sign a letter of assent to the PLA upon being awarded the contract;

NOW, THEREFORE, the Parties agree in this Memorandum of Agreement ("MOA") as follows:

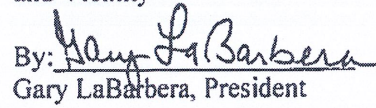
1. The Façade Restoration work shall be included in the NYSIF PLA for the Comprehensive Building Restoration and Sprinkler Project as set forth in Exhibit A of the PLA attached hereto.
2. All other provisions, terms and conditions of the PLA remain unchanged.

LiRo Program and Construction Management,
PE P.C.

By: 
Joseph P. Hurley, Vice President

DATE: ~~December~~ ^{JANUARY} 22, 2018

Building and Construction of
Trades Council of Greater New York
and Vicinity

By: 
Gary LaBarbera, President

DATE: December 13, 2017

PROJECT LABOR AGREEMENT

BETWEEN

[INSERT GENERAL CONTRACTOR]

AND THE

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER
NEW YORK AND VICINITY**

FOR THE PROJECT LOCATED AT

**NEW YORK STATE INSURANCE FUND (NYSIF)
SPRINKLER INSTALLATION PROJECT
199 CHURCH STREET
NEW YORK, N.Y.**

NEGOTIATED BY



**LiRo Program and
Construction Management, PE P.C.**
A LiRo Group Company

TABLE OF CONTENTS

	PAGE
ARTICLE 1 - PREAMBLE	1
SECTION 1. PARTIES TO THE AGREEMENT	2
ARTICLE 2 - GENERAL CONDITIONS	2
SECTION 1. DEFINITIONS	2
SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE	2
SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT	2
SECTION 4. SUPREMACY CLAUSE	3
SECTION 5. LIABILITY	3
SECTION 6. THE CONSTRUCTION MANAGER.....	3
SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS	3
SECTION 8. SUBCONTRACTING	3
ARTICLE 3-SCOPE OF THE AGREEMENT	4
SECTION 1. WORK COVERED	4
SECTION 2. TIME LIMITATIONS.....	4
SECTION 3. EXCLUDED EMPLOYEES	4
SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES	5
ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT	5
SECTION 1. PRE-HIRE RECOGNITION	5
SECTION 2. UNION REFERRAL.....	5
SECTION 3. NON-DISCRIMINATION IN REFERRALS	6
SECTION 4. MINORITY AND FEMALE REFERRALS	6
SECTION 5. CROSS AND QUALIFIED REFERRALS	6
SECTION 6. UNION DUES.....	7
SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS	7
ARTICLE 5- UNION REPRESENTATION	7
SECTION 1. LOCAL UNION REPRESENTATIVE.....	7
SECTION 2. STEWARDS	7
SECTION 3. LAYOFF OF A STEWARD.....	8
ARTICLE 6- MANAGEMENT’S RIGHTS	8
SECTION 1. RESERVATION OF RIGHTS	8
SECTION 2. MATERIALS, METHODS & EQUIPMENT	8
ARTICLE 7- WORK STOPPAGES AND LOCKOUTS	8
SECTION 2. DISCHARGE FOR VIOLATION	9
SECTION 3. NOTIFICATION.....	9
SECTION 4. EXPEDITED ARBITRATION	9
SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION	10
ARTICLE 8 - LABOR MANAGEMENT COMMITTEE	10
SECTION 1. SUBJECTS.....	10
SECTION 2. COMPOSITION.....	11
ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE	11
SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES	11
SECTION 2. LIMITATION AS TO RETROACTIVITY	12
SECTION 3. PARTICIPATION BY CONSTRUCTION MANAGER	12
ARTICLE 10 - JURISDICTIONAL DISPUTES	12
SECTION 1. NO DISRUPTIONS	12
SECTION 2. ASSIGNMENT	12
SECTION 3. NO INTERFERENCE WITH WORK.....	12
ARTICLE 11 - WAGES AND BENEFITS	13
SECTION 1. CLASSIFICATION AND BASE HOURLY RATE.....	13
SECTION 2. EMPLOYEE BENEFITS	13
ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS	15
SECTION 1. WORK WEEK AND WORK DAY.....	15
SECTION 2. OVERTIME	15

NYSIF SPRINKLER INSTALLATION Public Work PLA

SECTION 3. SHIFTS 15

SECTION 4. HOLIDAYS 16

SECTION 5. REPORTING PAY 16

SECTION 7. PAYMENT OF WAGES 17

SECTION 8. EMERGENCY WORK SUSPENSION 17

SECTION 9. INJURY/DISABILITY 17

SECTION 10. TIME KEEPING 17

SECTION 11. MEAL PERIOD 17

SECTION 12. BREAK PERIODS 17

ARTICLE 13 - APPRENTICES 18

SECTION 1. RATIOS 18

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY 18

SECTION 1. SAFETY REQUIREMENTS 18

SECTION 2. CONTRACTOR RULES 18

SECTION 3. INSPECTIONS 18

ARTICLE 15 - TEMPORARY SERVICES 18

ARTICLE 16 - NO DISCRIMINATION 19

SECTION 1. COOPERATIVE EFFORTS 19

SECTION 2. LANGUAGE OF AGREEMENT 19

ARTICLE 17 - GENERAL TERMS 19

SECTION 1. PROJECT RULES 19

SECTION 2. TOOLS OF THE TRADE 19

SECTION 3. SUPERVISION 19

SECTION 4. TRAVEL ALLOWANCES 19

SECTION 5. FULL WORK DAY 20

SECTION 6. COOPERATION AND WAIVER 20

ARTICLE 18 – SAVINGS AND SEPARABILITY 20

SECTION 1. THIS AGREEMENT 20

SECTION 2. THE BID SPECIFICATIONS 20

SECTION 3. NON-LIABILITY 21

SECTION 4. NON-WAIVER 21

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE “A” AREA CONTRACTS 21

SECTION 1. CHANGES TO AREA CONTRACTS 21

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS 21

ARTICLE 20 - WORKERS’ COMPENSATION ADR 22

SECTION 1. ALTERNATE DISPUTE RESOLUTION 22

ARTICLE 21 - HELMETS TO HARDHATS 22

SECTION 1. VETERANS 22

SECTION 2. VETERANS DATABASE 22

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY
AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT 23**

SCHEDULE “A” 54

EXHIBIT 1 - PROJECT LABOR AGREEMENT - - LETTER OF ASSENT 59

**EXHIBIT 2 - NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL STANDARDS
OF EXCELLENCE 60**

PROJECT LABOR AGREEMENT COVERING [PROJECT]

ARTICLE 1 - PREAMBLE

WHEREAS, the New York State Insurance Fund (“NYSIF”) has a contract with CSA Group NY (“Construction Manager”) to perform Construction Management services for its project at the NYSIF Sprinkler Installation Project, 199 Church Street, New York, NY

WHEREAS, NYSIF and CSA Group desire to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation and renovation work ("Project Work," as defined in Article 3);

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

(1) providing a mechanism for responding to the unique construction needs associated with this Project Work and achieving the most cost effective means of construction, including direct labor cost savings, by the Building and Construction Trades Council of Greater New York and Vicinity and the signatory Local Unions and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Project Work;

(2) expediting the construction process and otherwise minimizing the disruption to the Agency’s ongoing operations at the facilities that are the subject of the Agreement;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony and peace for the duration of the Project Work;

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

(5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

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

(9) securing applicable New York State Labor Law exemptions.

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the NYSIF and CSA Group NY in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project Work safety conditions for both workers and the community in the project area; and

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) entered into by General Contractor and the Building and Construction Trades Council of Greater New York and Vicinity (“Council”) (on behalf of itself) and the signatory affiliated Local Union’s (“Unions” or “Local Unions”). The Council and each signatory Local Union hereby warrants and represents that it has been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties, i.e., the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as “Union(s)” or “Local Unions.” The term Construction Manager shall mean CSA Group. The term “Contractor(s)” shall include any General Contractor and all other contractors, and subcontractors of all tiers engaged in Project Work within the scope of this Agreement as defined in Article 3. The Building and Construction Trades Council of Greater New York and Vicinity is referred to as the “Council.” The work covered by this Agreement (as defined in Article 3) is referred to as “Project Work.”

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; (3) an Executive Officer of the General Contractor with authority to bind the organization; and (4) the Agreement is approved by the Building and Construction Trades Department.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the General Contractor and all Contractors of all tiers performing Project Work as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors (including subcontractors) performing Project Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A." This Agreement shall be administered by the General Contractor on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements as listed in Schedule “A,” represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project Work, in whole or in part, except work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms contained herein. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule “A,” the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union, which is not set forth in this Agreement, shall be binding on this Project Work unless endorsed in writing by the General Contractor.

SECTION 5. LIABILITY

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

SECTION 6. THE CONSTRUCTION MANAGER

The NYSIF or CSA Group NY shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The Construction Manager shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Construction Manager in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Construction Manager has sole discretion at any time to terminate, delay or suspend the Project Work, in whole or part, on any Program.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

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

SECTION 8. SUBCONTRACTING

The Construction Manager and Contractors will subcontract Project Work only to

a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

Project Work shall be limited to construction contracts for all construction work related to the sprinkler installation and related MEP work on the twenty (20) story, 350,000 square foot building at the Project located at 199 Church Street, New York, NY, which is bid and let after the effective date of this Agreement, and shall hereafter be referred to as “Project Work.” No work within the jurisdiction of an affiliated union shall be excluded from the Project Work unless expressly excluded in this Agreement. This Agreement is effective upon full execution by the Parties. All Parties, including the participating signatory Local Unions, may execute the Agreement in counter-parts.

The Parties recognize that the scope of work, which is represented by NYSIF to include all trade work to be performed for NYSIF Sprinkler Installation Project except for any exclusions expressly stated in this document, is a material inducement to the Council and the Local Unions to enter this Agreement, and in the event that any trade work to be performed at the Project is excluded without reference in this Agreement from Project Work by the Owner, the Construction Manager, any Contractor or any agent, representative, affiliate, arbitrator, or any person, entity or organization at all, the Council and the Local Unions may at their sole and exclusive option, refuse further performance of any of their respective obligations under this Agreement based on the doctrine of “frustration of purpose,” and said refusal shall not constitute a breach, job disruption, or strike under the meaning of this Agreement.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Project Work must be advertised and let for bid after the effective date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Project Work until completion.

SECTION 3. EXCLUDED EMPLOYEES

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

A. Superintendents, supervisors (excluding general forepersons, forepersons, and field surveyors, specifically covered by a craft’s Schedule “A” collective bargaining agreement), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of NYSIF, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working on the Project site while covered Project Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components,

materials, equipment or machinery or involved in deliveries to and from the Project site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" collective bargaining agreement;

D. Employees of the Construction Manager (except that in the event the Construction Manager engages a Contractor to serve as Construction Manager, then those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work unless employees are already working on the site and are certified to perform warranty work;

F. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Construction Manager, or any of the Construction Manager's other professional consultants, and such laboratory, testing, inspection firm; and

G. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Project Work but which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor that do not perform Project Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Construction Manager or any Contractor. The Agreement shall further not apply to any NYSIF or other municipal or State agency, authority, or entity other than the Construction Manager and nothing contained herein shall be construed to prohibit or restrict the Construction Manager or its employees, or any State, New York City or other municipal or State authority, agency or entity and its employees, from performing on or off-site work related to Project Work.

As the contracts involving Project Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Construction Manager for performance under the terms of this Agreement.

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Project Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to utilize, employ and hire craft employees for

Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations that require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the City and set forth in the Construction Manager's bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then

employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule “A” collective bargaining agreement, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Project Work. No employee shall be discriminated against at any Project Work site because of the employee’s union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule “A” collective bargaining agreement, and provided that all craft forepersons shall be experienced and qualified journeymen in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local collective bargaining agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site.

SECTION 2. STEWARDS

A. Each Local Union shall have the sole discretion to select and designate any working journey person of its choice as a Steward and an alternate Steward. The Union shall notify the Contractor and Construction Manager of the identity of the designated Steward and alternate prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor’s appropriate supervisor. Each Steward shall be concerned with the employees of the Steward’s trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

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

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" collective bargaining agreement provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of the Schedule "A" collective bargaining agreements and this Agreement, the Construction Manager and Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the Project work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; the discipline or discharge for just cause of its employees; assignment and schedule of Project Work; promulgate reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of Project Work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual, shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Construction Manager's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes lawful union standards and practices clauses, then such clause as set forth in Schedule "A" collective bargaining agreement will be complied with. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Project Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity on Project Work for any

reason by any Union or employee against the Owner/Developer, Construction Manager and Contractors or other employers. This Agreement, including the provisions of this Article, shall apply to all Project Work and any work that is not covered by this Agreement is not considered Project Work and shall not be covered by this provision of the Agreement. There shall be no lockout at this Project Work site by the Owner/Developer, Construction Manager or any Contractor. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

SECTION 2. DISCHARGE FOR VIOLATION

The Construction Manager may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If the Construction Manager contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause the employees, (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

The Construction Manager, and any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify J.J. Pierson or Richard Adelman, who shall alternate (beginning with Arbitrator J.J. Pierson) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Manager, hold a hearing within 48 hours, or as soon thereafter as possible, of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction

Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The Construction Manager (or such other designee of the Construction Manager) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Manager.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

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

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; and 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the Construction Manager and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance or as soon thereafter as practical. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given or as soon thereafter as practical. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days or as soon thereafter as practical, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, or as soon thereafter as practical, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Manager (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement or as soon thereafter as practical.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, or as soon thereafter as practical, submit the grievance in writing (copies to other participants,

including the Construction Manager or designee) to J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY CONSTRUCTION MANAGER

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

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Project Work assignments shall be made by the Contractor to unions affiliated with the BCTC/Building and Construction Trades Department AFL/CIO (BCTD) consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Project Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage and fringe benefit rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated in Schedule "A" collective bargaining agreements (in the appropriate Schedule "A" amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the prevailing wage law provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA.

B. The Contractors agree to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

C. In return for the Local Unions not striking over alleged benefit fund delinquencies for work performed on this project, the General Contractor agrees to withhold from outstanding monies due an allegedly delinquent Contractor/subcontractor, such amounts as the Fund or Union claim are due and to retain such amount for the benefit of the Fund upon submission of a Delinquency Notice.

- i. A Delinquency Notice shall be a written notice from a fringe benefit fund ("Fund") or local union ("Union") stating that monies are owed to a Fund for work performed on the Project. All Delinquency Notices shall be submitted to the delinquent Contractor, General Contractor, Construction Manager and Owner.
- ii. Where a Delinquency Notice is submitted within 45 days of the last day of the month in which the work was performed for which contributions are delinquent, no claim may be made by the General Contractor that monies are unavailable from which to make the otherwise required withholding, and the amounts claimed shall be retained for the benefit of the Fund.
- iii. Submission of a Delinquency Notice beyond the above referenced period shall not excuse the required withholding if when the General Contractor receives the Delinquency Notice, monies are, or subsequently become, due to the allegedly delinquent Contractor/subcontractor.

D. Any dispute by the Contractor or General Contractor, concerning the amounts claimed in the Delinquency Notice shall be stated in writing no later than ten calendar days from the date of the Delinquency Notice. Any such dispute shall be resolved, at the option of the Fund or Local Union, pursuant to the Expedited Arbitration procedures set forth in this Agreement

E. In the event the matter proceeds to arbitration, and the Arbitrator finds the delinquent Contractor owes monies to the Fund, the Arbitrator shall issue an Award (the "Award"). The Award shall set forth that there is a delinquency in required Fund contributions; the amount of the delinquency plus any interest, costs or fees owed; the manner in which the Award shall be served upon the delinquent Contractor; and the Award shall order the contractor to remit the amount owed within 48 hours of the date and time the Award is served. The Union shall be permitted to withdraw and withhold its labor if the amount awarded in the Arbitrator's Award is not paid within the prescribed period. The only defense the allegedly delinquent Contractor may proffer at a hearing called pursuant to the Expedited Arbitration provisions herein, is that it is not delinquent in its obligations to the Funds.

F. In the event there is no dispute, or there is a dispute about part but not all of the monies claimed to be owed, the General Contractor, or where applicable, Construction Manager and/or Owner shall promptly remit to the Fund all monies the Fund claimed are owed which the delinquent contractor does not dispute. In the event of an arbitral award, the General Contractor, or where applicable, the Construction Manager and/or Owner shall promptly remit such amounts as determined by the Arbitrator.

G. Upon full remittance to the Fund of either the undisputed delinquent amount or the amount awarded by the Arbitrator, the General Contractor, Construction Manager and/or Owner shall be discharged of any further duty under this Agreement with respect to the dispute and any retained funds.

H. This delinquency provision is not to be construed as creating a debt or any other liability on the part of the General Contractor, Construction Manager and/or Owner to the Union or to any Fund for any delinquent contributions payable by the defaulting Contractor or subcontractor. However, if the General Contractor fails to comply with its withholding or payment obligations as set forth above, the Union may, upon five calendar days notice to the General Contractor and delinquent Contractor, apply to an Arbitrator under Article XI, Section 1 for liquidated damages from the General Contractor which shall be no less than two times the principal and interest owed to the Fund by the delinquent Contractor(s) in question; the Arbitrator shall award at least this amount to the Fund, unless he determines that to do so would result in a manifest injustice.

I. The cost of the arbitration shall be borne by the Contractor if the Fund or the Union prevails; otherwise, the parties shall split the costs. It is recognized that the Unions and Funds may use all contractual rights under their respective Collective Bargaining Agreements and/or trust documents, except to the extent that such rights are inconsistent with Article 7, Section 1, or any other express provision of this Agreement.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall be Monday through Friday. The standard work day shall be 8 hours per day, plus ½ hour unpaid lunch period.

B. In accordance with Project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Construction Manager's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Construction Manager's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the staging areas designated by the Contractor.

C. Scheduling - Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch.

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

SECTION 2. OVERTIME

Overtime shall be paid for any work performed Monday through Friday over eight (8) hours in a day at time and one half (1½). All work, including all overtime work performed on Saturday, Sunday and Holidays will be paid pursuant to the applicable Schedule "A" collective bargaining agreements. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall work, including the use of employees other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, Monday through Friday, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Construction Manager, and must be scheduled with not less than five work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts, Monday through Friday – For shift work performed Monday through Friday, the second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Construction Manager phasing plans on specific projects with notice to the local unions. There

shall be no reduction in shift hour work. With respect to second and third shift work performed Monday through Friday, there shall be a 15% shift premium. All weekend work, including weekend shift work, shall be paid in accordance with the Schedule "A" collective bargaining agreements.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

- A. Schedule - There shall be 9 recognized holidays on the Project:
- | | |
|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | President's Day |
| Memorial Day | Veterans Day |
| Thanksgiving Day | Independence Day |
| Christmas Day | |

All said holidays shall be observed on the date designated by New York State. It is agreed that Christmas Eve and New Years Eve shall be scheduled and paid pursuant to the Schedule "A" Agreements.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule "A" collective bargaining agreement.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked, provided that such pay shall be for not less than two hours. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

B. When an employee, who has completed their scheduled shift and left the Project Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule "A" collective bargaining agreement requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out, provided that such systems shall not be used for time keeping purposes. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule "A" collective bargaining agreement.

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Where 4/10s are being worked there shall be a morning and an afternoon coffee break.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule "A" collective bargaining agreement. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women and Helmets to Hardhats.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Construction Manager from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for this Project Work. Such rules will be published and posted in conspicuous places throughout the Project Work sites. Any site security and access policies established by the Construction Manager intended for specific application to the construction workforce for Project Work and that are not established pursuant to a Construction Manager directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind; provided such inspections will not permit personal searches or search of personal property of employees covered by this Agreement.

ARTICLE 15 - TEMPORARY SERVICES

System coverage on temporary services shall only be required on the specific request of the Construction Manager and when requested shall be assigned to the appropriate trade with jurisdiction. Temporary system coverage may be provided by the Contractor's

employees already working under this Agreement during their regular work hours. The Construction Manager may determine the need for temporary system coverage requirements during non-work hours and shall assign such in accordance with the New York Plan. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved through the New York Plan for the Settlement of Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 17 - GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Construction Manager and the Contractors shall establish such reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Project Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B."

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18 – SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Project Work, the provision or provisions involved (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Construction Manager's bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Project Work, such requirement (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost). In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Construction Manager and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken

and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Construction Manager, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Project Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" collective bargaining agreements to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule "A" collective bargaining agreement notify the Construction Manager in writing of the hourly rate changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" collective bargaining agreement of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement. The Unions reserve all their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Project Work affecting a Local Union during the course of such renegotiations. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1. ALTERNATE DISPUTE RESOLUTION

An Alternate Dispute Resolution (ADR) program may be negotiated and participation in the ADR Program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1. VETERANS

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2. VETERANS DATABASE

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

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

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY

BY: _____
Gary LaBarbera, President

[GENERAL CONTRACTOR]

BY: _____
(name, title)

CSA GROUP

BY: _____
(name, title)

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR
AGREEMENT**

TO: Steve Ludwigson, Business Manager - Boiler Makers Local No. 5

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

Date

Print name

Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph A. Geiger, Executive Secretary Treasurer - Carpenters District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Gino Castingnoli, Business Manager - Cement Masons No. 780

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Alex Castaldi, Business Manager - Concrete Workers District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: William Hayes, Business Manager - Derrickmen and Riggers
Local Union No. 197

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph Azzopardi, Business Manager - Drywall Tapers 1974 District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

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Date

Print name

Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Christopher Erikson, Business Manager – Electrical Workers Local No. 3
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Date

Print name

Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph Azzopardi, Business Agent at Large - Glaziers Local Union No. 1087
District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Signature

Date

Print name

Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Paco Vega, Business Manager - Heat & Frost Insulators Local Union No. 12A

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Matthew Aracich, Business Manager - Heat & Frost Insulators
Local Union No. 12

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Edward Walsh, President - Iron Workers District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Print name

Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Robert Walsh, Business Manager - Iron Workers Local Union No. 40

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Matthew Chartrand, Business Manager - Iron Workers Local No. 361

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Signature

Date

Print name

Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Keith Loscalzo, Business Manager - Laborers Local 1010 Pavers and Road Builders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph D’Amato, Business Manager - Laborers Local No. 731 Excavators

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Terrence Moore, Business Manager - Metal Lathers Local No. 46

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph Ramaglia, Business Manager - Metal Polishers District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: James P. Mahoney, Business Manager - Ornamental Iron Workers Local No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph Ramaglia, Business Manager - Painters District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: John Murphy, Business Manager - Plumbers Local No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

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Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph Ramaglia, Business Manager - Painters, Decorators & Wallcoverers
District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph Ramaglia, Business Manager - Painters Structural Steel No. 806

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Michael Hubler, International Representative - Plasterers Local Union No. 262

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Nick Siciliano, Business Manager - Roofers & Waterproofers Local 8

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
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PROJECT LABOR AGREEMENT**

TO: Richard Roberts, Business Agent at Large – Steamfitters Local Union No. 638

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Robert DiOrio, President - Sheet Metal Workers Local No. 28

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Dante Dano, President - Sheet Metal Workers Local No. 137

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Thomas Gesualdi, President - Teamsters Local Union No. 282

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Jason Ide, President - Teamsters Local Union 814

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Sean Campbell, President - Teamsters Local No. 813 Private Sanitation

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

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**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Tom Lane, President - Tile, Marble & Terrazzo B.A.C. Local Union No. 7

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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NYSIF SPRINKLER INSTALLATION Public Work PLA

SCHEDULE “A”

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
District Council No. 9, I.U.P.A.T Glaziers Local 1281	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent

NYSIF SPRINKLER INSTALLATION Public Work PLA

International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent

NYSIF SPRINKLER INSTALLATION Public Work PLA

Painters and Allied Trades AFL-CIO, District Council No. 9(Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent

NYSIF SPRINKLER INSTALLATION Public Work PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association

NYSIF SPRINKLER INSTALLATION Public Work PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

EXHIBIT 1 - PROJECT LABOR AGREEMENT - - LETTER OF ASSENT

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering The **NYSIF Sprinkler Project** as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as **NYSIF Sprinkler Project** and located at **199 Church Street, New York, NY**, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
- (3) Authorizes the parties to such local 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 but only to the extent of Project Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of work; identify craft jurisdiction(s) and all contract numbers below:

Name of Contractor or subcontractor: _____

Authorized Officer & Title: _____

Address: _____

Phone: _____ Fax: _____

Contractors State License #: _____

Entity your company is contracted with and address: _____

Dated: _____

Sworn to before me this
____ day of _____, 20__

Notary Public

EXHIBIT 2 - NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full day's work for a full day's pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*
-

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standards of Excellence.



Codes of Conduct

BuldSafeNYC establishes that all BTEA member companies and BCTC member unions establish minimum safety standards on all building construction projects in NYC as follows:

1. The workforce shall adhere to the minimum personal protective equipment (PPE) usage to include:
 - a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
 - b. Construction-type Work Boots at all times
 - c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
 - d. ANSI compliant Eye Protection In their possession and used as needed (supplied by employer)
 - e. Adequate Hearing Protection In their possession and used as needed (supplied by employer)
 - f. High-vis traffic vests at street level and when around heavy equipment (supplied by employer)
2. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a Joint labor / management team will periodically assess project wide implementation of these Codes.
3. CM firms shall maintain minimum standards for workforce restroom, hygiene facilities and housekeeping, initially and throughout the duration of the project.
4. All personnel shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.
5. All personnel shall attend a site safety orientation prior to beginning work. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified.
6. No cell phones, portable media devices, radios or other devices that limit hearing and attention shall be used while working on sites.
7. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.
8. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.
9. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.
10. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.
11. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.
12. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.

With Full Support and Endorsement of:

Louis J. Coletti

Louis J. Coletti, President & CEO
Building Trades Employers Association
BTEANYC The Voice of Construction
Building Trades Employers' Association

Edward J. Malloy

Edward J. Malloy, President
Building and Construction Trades Council



James Abadio
Boyle Construction
John J. Wolf
Piazza Construction
Tommy Tomp
H&H CONSTRUCTION

Robert A. DiCicco
Lerner Construction
John J. Scavone
Gotham Construction

Michael J. ...
Skanska USA Building
Robert ...
Structure Tone

David ...
Tishman
David H. ...
CAVLEWELL WINGATE

Trade Unions:

<i>Michael W. Connolly</i> Carpenters Local No. 5	<i>Robert ...</i> Carpenters Local No. 247	<i>Robert ...</i> Carpenters Local No. 458	<i>Robert ...</i> Carpenters Local No. 458	<i>Robert ...</i> Carpenters Local No. 157	<i>Robert ...</i> Carpenters Local No. 20
<i>Robert ...</i> Carpenters Local No. 603	<i>Robert ...</i> Carpenters Local No. 603	<i>Robert ...</i> Carpenters Local No. 780	<i>Robert ...</i> Carpenters Local No. 780	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81
<i>Robert ...</i> Carpenters Local No. 131	<i>Robert ...</i> Carpenters Local No. 131	<i>Robert ...</i> Carpenters Local No. 147	<i>Robert ...</i> Carpenters Local No. 147	<i>Robert ...</i> Carpenters Local No. 15	<i>Robert ...</i> Carpenters Local No. 15
<i>Robert ...</i> Carpenters Local No. 17A	<i>Robert ...</i> Carpenters Local No. 17A	<i>Robert ...</i> Carpenters Local No. 15, 15A, 15B, 15C, & 15D	<i>Robert ...</i> Carpenters Local No. 15, 15A, 15B, 15C, & 15D	<i>Robert ...</i> Carpenters Local No. 46	<i>Robert ...</i> Carpenters Local No. 46
<i>Robert ...</i> Carpenters Local No. 70	<i>Robert ...</i> Carpenters Local No. 70	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81
<i>Robert ...</i> Carpenters Local No. 803	<i>Robert ...</i> Carpenters Local No. 803	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81
<i>Robert ...</i> Carpenters Local No. 8	<i>Robert ...</i> Carpenters Local No. 8	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81
<i>Robert ...</i> Carpenters Local No. 7	<i>Robert ...</i> Carpenters Local No. 7	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81	<i>Robert ...</i> Carpenters Local No. 81