

PROJECT LABOR AGREEMENT
COVERING
SPECIFIED CONSTRUCTION AND RENOVATION WORK AT THE
BRONX PSYCHIATRIC CENTER

BETWEEN

JACOBS PROJECT MANAGEMENT CO.

AND

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES
COUNCIL

AND

SIGNATORY LOCAL UNIONS

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ARTICLE 1 - PREAMBLE

WHEREAS, the Dormitory Authority of the State of New York (“Authority” or “DASNY”), acting through Jacobs Project Management Co. (“Jacobs” or “CM”) desires to provide for the cost efficient, safe, quality, and timely completion of certain new construction (“Project Work,” as defined in Article 3) in a manner designed to afford the lowest costs to the Authority and the public it represents, and the advancement of permissible statutory objectives;

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 ongoing operations of the Office of Mental Health (“OMH”) in the project area-;

(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;

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

(10) promoting the statutory objectives stated in the Authority's enabling legislation, applicable Executive Orders, and Authority resolutions, in a non-discriminatory manner designed to open construction opportunities to all qualified bidders;

(11) complying with the goals established under Article 15-a of the Executive Law for the Project Work;

(12) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged, in connection with the Project Work, including but not limited to consideration and implementation where appropriate of any approved Mentor-Protege program established hereafter by the Authority pursuant to Section 147 of the State Finance Law, as amended by Chapter 360 of the 2009 Laws of the State of New York;

(13) increasing apprenticeship levels for minorities, women and economically disadvantaged individuals to the fullest extent allowed by law;

(14) permitting contractors and subcontractors working on the Project Work to retain a percentage of their "core" employees, and

(15) ensuring that while all contractors and subcontractors performing Project Work must be parties to and comply with this Agreement, no contractor or subcontractor not otherwise subject to a collective bargaining agreement will become subject to any such agreement for work or employees not included in or performing Project Work..

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 Authority 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.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by Jacobs and its successors and assigns in its capacity as construction manager of the Project Work, 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 including 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 "CM" shall refer to Jacobs (and any successor entity serving in that capacity); the term "Contractor(s)" shall include any General Contractor, Prime 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 (including the CM when it has contracted for the performance of manual on site construction labor covered by this Agreement); "Authority" means the DASNY; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "Council"; and 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) Jacobs, on behalf of itself and (4) the Agreement is approved by the President of the Authority.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager and all Contractors of all tiers performing Project Work, as defined in Article 3. The Authority and/or the Contractors shall include in any contract or subcontract that they let for performance during the term of this Agreement a requirement that their contractors and subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that contracted or 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 Construction Manager, or such other designee as may be named by the Authority or Construction Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements, a list of which is appended hereto as 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 for all work performed under the NTL 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; and provided further, except that Project Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15 and/or the Teamsters Local 282 will be performed under the terms and conditions set out in the Schedule A agreements of Operating

Engineers Locals 14 and 15 and Teamsters Local 282, respectively. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule A agreement, 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 Authority, its Construction Manager or such other designee as may be designated by the Authority.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. No Contractor shall 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. The CM shall not be liable for any violations of this Agreement by any other party hereto and the CM's sole obligation hereunder shall be the administration of the Agreement in accordance with the terms hereof except when it is performing Project work covered by this Agreement.

SECTION 6. THE AUTHORITY

The Authority 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 Authority 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 Authority in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Authority has sole

discretion at any time to terminate, delay or suspend the Project Work, in whole or part.

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 which is performed at any location other than the site of Project Work.

SECTION 8. SUBCONTRACTING

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. THE WORK

This Agreement shall apply and is limited to certain construction work in connection with the Bronx Psychiatric Center and Bronx Children's Psychiatric Center Campus Redevelopment Projects. The project Site is located at 1500 Waters Place in the borough of the Bronx, Bronx County, New York. The campus is bounded by the Hutchinson Metro Center to the North, the Hutchinson River Parkway to the East, Waters Place to the South, and Industrial Street to the West.

The work will include construction of six new buildings: a 78-bed Children's Hospital; a 156 bed Adult Hospital; a 96-bed Transitional Living Residence (TLR) building; a 48-bed studio apartment building (for consumers); a 44-bed Crisis Residence/Crisis Stabilization

building; and a Support Service building. The project will also include demolition as required as well as infrastructure, landscaping and utility improvements. All electrical installation work, including but not limited to installation of building wiring systems, telephone data, fire alarms, signs, television, sound security alarm and building information systems, regardless of voltage, shall be performed by Local 3 Electricians under this Agreement. All installation of furniture and equipment affixed to the building will be performed under the terms of this Agreement.

It is expressly understood that Project Work does not include and that this Project Labor Agreement shall not apply to contracts with electric utilities, gas utilities, telephone utilities and railroads, except that it is understood these entities may only install their work to a pre-determined demarcation point, e.g., a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Project Work. It is expressly understood that Project Work does not include and that this Project Labor Agreement shall not apply to any construction work that may or may not be performed in or on Buildings 1, 2, 5, 11, 12, 13, 16, 17, 21 and 24 of Bronx Psychiatric Center and Bronx Children's Psychiatric Center and the utilities, roads, parking areas and other improvements that serve such buildings, as such work is not within the scope of this project or Jacobs' contract with the Authority. The exact scope of the work will be more fully defined in the contracts with the CM and/or DASNY for each phase together with contracts for ancillary infrastructure, demolition and other related work; and, to the extent bids for such work are solicited after the effective date of this Agreement, will constitute the scope of work covered by this Agreement. Work covered by bids prior to the effective date of this agreement is specifically excluded from Project Work.

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 (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to June 30, 2014, the expiration 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, even if not completed by the expiration date of the Agreement. If Project Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

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 and forepersons specifically covered by a craft's Schedule A), 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 the Authority, State, or any other municipal or State Authority, 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 agreement;

D. Employees of the Construction Manager (except 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 geophysical testing other than boring for core samples;

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

H. 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.

I. Employees engaged in work which is ancillary to Project Work, including work performed pursuant to contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood these entities and their employees may only install their work to a pre-determined demarcation point, e.g., a telephone closet or utility vault, the location of which is determined prior to construction, and employees of such entities shall not be used to replace employees performing Project Work

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 which 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 Authority, the CM or any Contractor. The Agreement shall further not apply to any New York State, or State Authority, or entity other than the Authority and nothing contained herein shall be construed to prohibit or restrict the Authority or its employees, or any State, City or other municipal or State 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 Authority (or 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 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 the 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.

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set pursuant to New York State Executive Law 15A, that are not signatory to any Schedule A CBAs, with contracts valued at or under five hundred thousand (\$500,000), may request by name, and the Local will honor, referral of the second (2nd), fourth (4th), sixth (6th), and eighth (8th) employee, 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 work days prior to the contract award.

For such contracts valued at above \$500,000 but less than \$1 million, the Local will honor referrals by name of the second (2nd), fifth (5th), and eighth (8th) employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with Section 2(B), above.

D. Where a certified MWBE Contractor voluntarily enters into a Collective Bargaining Agreement ("CBA") with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

E. The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. It is, therefore, the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by the Labor Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs utilizing the Building and Construction Trades Council' Edward J. Malloy Initiative for Construction Skills, and any program that may be offered the Authority, and

outreach programs to the community describing opportunities available as a result of the Project.

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 which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. 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 Authority and set forth in the Authority'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 crafts 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 local agreements, 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, 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 with a Contractor or CM provided escort but who shall not disrupt or interrupt the work of employees on the Project.

SECTION 2. STEWARDS

A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and 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 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 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 this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Authority or CM, including standard restrictions related to security and access to the site that are equally applicable to Authority or CM employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule 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 work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Authority and/or Construction Manager shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials 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 a lawful union standards and practices clause, then such clause as set forth in Schedule A Agreements will be complied with, unless there is a lawful contract specification issued by the Authority, for the Project that specifically limits or restricts the Contractor's choice of materials, techniques, methods, technology or design, or, requires 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, and which would prevent compliance with such Schedule A clause. 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 at the Project Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project Work, the objectives of the Authority at any Project Work site or otherwise interferes with the operations of OMH. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Project Work site where the failure to cross disrupts or interferes with the operation of Project Work is a violation of this

Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Project Work site by any signatory Contractor, Authority or Construction Manager. Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

If a Contractor 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

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 Richard Adelman or J.J. Pierson, who shall alternate (beginning with Arbitrator Adelman) 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 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, telegraph, 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 Authority and Construction Manager (or such other designee of the Authority) 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 Project 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; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for minority and female employees.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by the President of the Authority, or his designee, the President of the Council, or his designee and the Construction Manager, or his designee. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties may mutually designate an MWBE representative to participate in appropriate Committee discussions. 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. 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. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, 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, 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.

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, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to 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 AUTHORITY AND/OR CONSTRUCTION
MANAGER**

The Authority and Construction Manager (or such other designee of the

Authority) 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 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. The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving all Project work. The New York Plan shall apply to any and all contractors, subcontractors and unions performing Project work.

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 base hourly wage and fringe benefit rates applicable to those classifications as specified in the attached Schedule A, as amended during the term of this Agreement.

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 legally established jointly trustee employee benefit funds designated in Schedule A (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 consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"), any such union and/or fringe benefit fund shall notify the Authority, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein. Should the Delinquent Contractor fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the General Contractor shall withhold from amounts then or thereafter becoming due and payable to the Delinquent Contractor an amount equal to that portion of such payment due to the Delinquent Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it. Upon notification by the Delinquent Contractor and the Union / Trust Fund that the dispute has been resolved, the General Contractor shall release the funds withheld to the Delinquent Contractor and the Union / Trust Fund via a two party or joint check upon receipt of appropriate releases from the parties. In the event the dispute is not resolved within thirty (30) days of the start of the withholding by the General Contractor, the General Contractor may commence an interpleader action to determine entitlement to withhold funds in accordance with the Civil Practice Laws and Rules of New York.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time

rates, Monday through Friday, 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 the 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 Authority'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 Authority's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Project Work site 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 over eight (8) hours in a day and over forty (40) hours in a week and will be paid pursuant to the applicable Schedule A. 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 be worked, 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, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions including the minimization of interference with the mission of the Authority. 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 Authority or 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/Saturday and/or Sunday Work - - 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 Authority phasing plans on the project. There shall be no reduction in shift hour work.

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 8 recognized holidays on the Project:

- | | |
|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | President's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on

Sunday shall be observed on the following Monday.

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

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

SECTION 5. SATURDAY WORK

The Contractor may schedule a Saturday work day and such time shall be scheduled and paid at time and one-half (1½) unless the applicable Schedule A permits a straight time rate.

SECTION 6. 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. 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 requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. 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. 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.

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.

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. 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, the CM, OMH and Authority 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 or General Contractor intended for specific application to the construction workforce for Project Work and that are not established pursuant to an Authority 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 and outgoing shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the specific request of the Authority or Construction Manager, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of this Contractor. The Authority or Construction Manager may determine the need for temporary system coverage requirements during non-working hours, which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter shall be resolved through the New York Plan for 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".

C. Employees covered by this agreement shall adhere to and be bound by the Drug, Alcohol and Contraband Policy attached hereto as Schedule 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 Project 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 Authority'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 project 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 Authority 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 Authority, 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" 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 notify the Authority and 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 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.

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.

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1.

An ADR program may be negotiated and participation in the ADR Program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

Section 1.

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.

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: _____
(Name/Title)

JACOBS PROJECT MANAGEMENT CO.

BY: _____
(Name/Title)

APPROVED

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

BY: _____
(Name/Title)

FOR THE LOCAL UNIONS

Brick Layers Local No. 1

By: _____

Date: _____

Boiler Makers Local No. 5

By: _____

Date: _____

**Cement and Concrete Workers
No. 18-A**

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

**Derrickmen and Riggers
Local Union No. 197**

By: _____

Date: _____

Electrical Local No.3

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

**Cement and Concrete Workers
No. 6-A**

By: _____

Date: _____

**Cement and Concrete Workers
No. 20**

By: _____

Date: _____

**Concrete Workers District
Council No. 16**

By: _____

Date: _____

Drywall Tapers 1974

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

**Heat & Frost Insulators Local
Union No. 12 A**

By: _____

Date: _____

**Laborers Local No. 78 Asbestos
& Lead Abatement**

By: _____

Date: _____

Laborers Local 731

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

**Metal Polishers
Local Union 8A Glaziers No. 1281**

By: _____

Date: _____

**Heat & Frost Insulators
Local Union No. 12**

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers No. 361

By: _____

Date: _____

**Local 79 Construction and
General Building Laborers**

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters District Council #9

By: _____

Date: _____

**Painters Structural Steel
No. 806**

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

Private Sanitation Local No. 813

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

Teamsters Local Union 813

By: _____

Date: _____

Metal Trades Division

By: _____

Date: _____

**Ornamental Iron Workers
No. 580**

By: _____

Date: _____

**Pavers and Road Builders
District Council NYC**

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 137

By: _____

Date: _____

**Tile, Marble & Terrazzo
B.A.C. Local Union No. 7**

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Timbermen Local Union No. 1536

By: _____

Date: _____

**Window Cleaners No. 2
S.E.I.U. 32B-32J**

By: _____

Date: _____

EXHIBIT "A"

Project Labor Agreement - - Letter of Assent

Dear:

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering Specified Construction and Renovation Work at the Bronx Psychiatric Center, 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 _____ and located at _____ (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 below:

Dated: _____

(Name of Contractor or subcontractor)

(Name of CM; GC; Contractor or
Higher Level Subcontractor)

(Authorized Officer & Title)

(Address)

(Phone) (Fax)
Contractor's State License

Sworn to before me this
____ day of _____, 2010

Notary Public

EXHIBIT "B"

NEW YORK AUTHORITY 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 Authority 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 Authority 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 Standard of Excellence.