DASNY NEW CONSTRUCTION PLA
NEW CONSTRUCTION
PROJECT LABOR AGREEMENT

BETWEEN

CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

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"), as a Project Manager for its construction client, [IDENTIFY CLIENT] ("Client"), has an agreement with [IDENTIFY CONSTRUCTION MANAGER OR GENERAL CONTRACTOR] ("CONSTRUCTION MANAGER OR GENERAL CONTRACTOR") to perform construction services at [IDENTIFY PROJECT] ("Project") and the Authority and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR desire to provide for the cost efficient, safe, quality, and timely completion of certain construction, as defined in Article 3, in a manner designed to afford the lowest costs to the Client, the Authority and the public they represent, 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, and modifying 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 construction Client 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 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;

(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; and

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

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 and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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 the
CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and its successors and assigns, in its capacity as construction manager or general contractor for the Project Work, and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") and the signatory affiliated Local Unions ("Unions" or "Local Unions"). The Parties each hereby warrant and represent that they have 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 “Contractor(s)” shall include any Construction Manager, 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; “Authority” means 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: (1) The Agreement is approved by the Building and Construction Trades Department, AFL-CIO, (2) the Agreement is approved and executed by an executive officer of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and (3) the Agreement is executed by the Council, as well as the participating affiliated Local Unions.

Execution Copy
SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and all Contractors of all tiers performing Project Work, as defined in Article 3. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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 GENERAL CONTRACTOR, or such other designee as may be named by the Authority, 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 that Project Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15, respectively, provided further, any work performed that may fall 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 and no strike clause contained herein, which shall govern all Project Work. 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 that is not set forth in this Agreement shall be binding on this Project Work unless endorsed in writing by the Authority or such other designee as may be designated by the Authority.

SECTION 5. LIABILITY

The liability of any Party 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.

SECTION 6. THE AUTHORITY AND THE CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

Each of the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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 by execution of the Letter of Assent. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall not be liable for any violation of this
Agreement by any Contractor. 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 and of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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, provided that in the event the work is resumed it shall be governed by this Agreement.

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.

SECTION 9. LOCAL COLLECTIVE BARGAINING AGREEMENTS

Each Local Union agrees to provide the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of its local Collective
Bargaining Agreement(s) listed on Schedule A within ten business days of its receipt of a request from the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or as soon thereafter as practical.

**ARTICLE 3 - SCOPE OF THE AGREEMENT**

**SECTION 1. THE WORK**

Project Work shall include all construction contracts for the Project bid and let by the Authority, or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. No construction work within the craft jurisdiction of any affiliated local union on the Project shall be excluded by the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR unless specifically set forth in 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 (1) advertised and let for bid after [insert the effective date of the MOU between DASNY and the BCTC], and (2) let for bid prior to December 31, 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, 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, provided, however, that general forepersons, forepersons and field surveyors covered by a craft's Schedule A Agreement are included employees;

B. Employees of the Authority, State of New York ("State"), or any other municipal or State Authority, agency or entity, or employees of any other public employer, even though performing other work 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 affiliated with the signatory unions 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 its Client, or any of the Authority's other professional consultants; 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. Employees of such entities shall not be used to replace or displace employees, represented by the affiliated local unions on 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 CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or any Contractor. The Agreement shall further not apply to 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 the 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 OR GENERAL
CONTRACTOR 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 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, not signatory to any Schedule A CBAs, may request by name, its core employee(s) 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. A certified MWBE contractor not signatory to any Schedule A CBAs may request by name its core employee(s) that meet the following qualifications, in accordance with sub-paragraphs D (1) and (2) below.

(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.

D. Notwithstanding Section 2(B) above,

1) For prime contracts up to $3,000,000, in any case where the first two or more employees are hired simultaneously, the certified MWBE's core employees may be the 1st, 4th, 6th and 8th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE's core employees may be the 2nd, 4th, 6th and 8th selections.

2) For subcontracts up to $2,000,000 in any case where the first two or more
employees are hired simultaneously, the certified MWBE's core employees may be the 1st, 4th, 6th, and 8th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE's core employees may be the 2nd, 4th, 6th, and 8th selections.

E. 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.

F. 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's Edward J. Malloy Initiative for Construction Skills, and any program that may be offered the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and outreach programs to the community describing opportunities available as a result of the Project.

G. Upon requests of Contractors, the Local Unions that operate work referral systems will give preference to local community residents in their respective Local Unions for referral to work for Contractors performing Project Work, to the extent permitted by law. Each
affiliate receiving such a request will process the request expeditiously and will refer local community residents, to the extent available, to the requesting Contractor. The Authority, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR may facilitate such referrals by, among other things, maintaining and regularly sharing with the Local Unions a local referral registry which may be utilized by the Authority, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to refer qualified local community residents, provided, however, that nothing contained herein shall supersede any legal obligation of any Local Union arising by collective bargaining agreement or otherwise. The Labor Management Committee established under Article 8 may review any problem with requests under this paragraph or administrator action of the local referral registry but such will not be a condition to a grievance under Article 9.

H. To the extent permitted by the local union referral systems, employees affiliated with a local union working for a certified MWBE Contractor under the terms of this PLA may be requested by the certified MWBE non-union contractor by name to transfer with that contractor to any other job governed by this PLA, or a PLA substantially similar to this PLA governing the Authority’s work, consistent with the provisions of subparagraph D 1.) and 2.) of this Article.

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 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 journeypersons 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 the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site with a CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Contractor 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 sole discretion to select and designate
any working journey person as a Steward and an alternate Steward. The Union shall notify the
CONSTRUCTION MANAGER OR GENERAL CONTRACTOR as well as the Contractor 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 the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, including standard restrictions related to security and access to the site that are equally applicable to Authority or CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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 that limit or restrict productivity or efficiency of the individual as determined by the Contractor, Authority and/or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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
complicated with, unless there is a lawful contract specification issued by the Authority in accordance with the Authority's Procurement Contract Guidelines, 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 and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR at any Project Work site or otherwise interferes with the operations of the Authority's construction Client. 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 immediate 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 the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. 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 OR GENERAL CONTRACTOR 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 Jack Tillem or J.J. Pierson, who shall alternate (beginning with Arbitrator Tillem) 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 OR GENERAL CONTRACTOR, 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 OR GENERAL CONTRACTOR 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 GENERAL CONTRACTOR and 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 OR GENERAL CONTRACTOR.

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 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; 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for minority and female employees; and 6) review any problem with administration of the local referral registry or requests under Article 4, Section 2, paragraph G.

**SECTION 2. COMPOSITION**

The Committee shall be jointly chaired by the President of the Authority, or his designee, the President of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or a designee, and the President of the Council, 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 OR GENERAL CONTRACTOR. 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 GENERAL CONTRACTOR, 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

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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 GENERAL CONTRACTOR (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 GENERAL CONTRACTOR or designee) to Jack Tillem or J.J. Pierson, 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 grieved 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 GENERAL CONTRACTOR (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 OR GENERAL CONTRACTOR and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY AUTHORITY AND/OR CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

The Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be notified by the involved Contractor of all actions at Steps 2 and 3 and either, 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 12 - 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 trusted 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 trusted 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 that 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 trusted 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. Core employees that may remain unaffiliated with any local
union at the completion of their employment under the terms of this PLA, may apply for any
distributions to which they may be entitled from the Funds that they have participated under the
terms of this agreement. Any such distributions will be fully compliant with ERISA and the
rules of the relevant Trust Fund. Each Local Union agrees to provide the Authority and the
CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of the
governing documents for each Trust Fund within ten business days of a request for such
documents.

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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 CONSTRUCTION MANAGER OR 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 CONSTRUCTION MANAGER OR 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. Upon notification by the Delinquent Contractor and the Union/Trust Fund that the dispute has been resolved, the CONSTRUCTION MANAGER OR 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 CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, the CONSTRUCTION MANAGER OR 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
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 or the CONSTRUCTION MANAGER’S OR GENERAL CONTRACTOR’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 or the CONSTRUCTION MANAGER’S OR GENERAL CONTRACTOR’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. 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 Monday through Saturday and will be paid at time and one half (1 1/2). All overtime worked Sunday and Holidays will be paid per 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

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whether or not of a continuous nature.

SECTION 3.-shifts

A. Flexible Schedules - Scheduling of on-site 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's Client. 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, and must be scheduled for not less than five (5) consecutive work days and with not less than five (5) 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 CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority phasing plans on the project. There shall be no reduction in shift hour work. Shift work shall be paid in accordance with Schedule A CBAs.

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 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, provided however, it is agreed that Christmas Eve and New
Years Eve shall be observed pursuant to the Schedule A Agreements.

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 of 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.

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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 meal 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-SAFTY 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 CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, the Authority’s construction Client, and the 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 OR GENERAL CONTRACTOR 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 the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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 shall only be required upon the specific request of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority and when so requested shall be assigned to the appropriate trade with 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 CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority may determine the need for temporary system coverage requirements during non-working hours. 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 OR GENERAL CONTRACTOR 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 OR GENERAL CONTRACTOR, 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, CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR’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 CONSTRUCTION MANAGER OR GENERAL CONTRACTOR 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 OR GENERAL CONTRACTOR, 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 that are the basis for Schedule A notify the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Authority in writing of the hourly rate changes agreed to in that Area Collective Bargaining that 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
DASNY NEW CONSTRUCTION PLA

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 30 day of April, 2013

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

BY: [Signature]
GARY LABARBERA, President

FOR CONSTRUCTION MANAGER OR GENERAL CONTRACTOR
(Insert name of Construction Manager or General Contractor)

BY: [Signature]
Executive Officer, (Name/Title)
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: __________________________________________
Date: _________________________________________

Concrete Workers District Council No. 16
By: __________________________________________
Date: _________________________________________

Drywall Tapers 1974 DC 9
By: __________________________________________
Date: _________________________________________

Elevator Constructors No. 1
By: __________________________________________
Date: 10/18/12

Glaziers Local Union No. 1281 DC 9
By: __________________________________________
Date: _________________________________________

Heat & Frost Insulators Local Union No. 12A
By: __________________________________________
Date: _________________________________________

Iron Workers Local No. 40
By: __________________________________________
Date: _________________________________________

Carpenters District Council
By: __________________________________________
Date: _________________________________________

Cement Masons No. 780
By: __________________________________________
Date: _________________________________________

Derrickmen and Riggers Local Union No. 197
By: __________________________________________
Date: _________________________________________

Electrical Local No. 3
By: __________________________________________
Date: _________________________________________

Heat & Frost Insulators Local Union No. 12
By: __________________________________________
Date: _________________________________________

Iron Workers District Council
By: __________________________________________
Date: _________________________________________

Iron Workers Local No. 361
By: __________________________________________
Date: _________________________________________

Execution Copy

46
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: ______________________
Date: ______________________

Concrete Workers District Council No. 16
By: ______________________
Date: ______________________

Drywall Tapers 1974 DC 9
By: ______________________
Date: ______________________

Elevator Constructors No. 1
By: ______________________
Date: ______________________

Glaziers Local Union No. 1281 DC 9
By: ______________________
Date: ______________________

Heat & Frost Insulators Local Union No. 12A
By: ______________________
Date: ______________________

Iron Workers Local No. 40
By: ______________________
Date: ______________________

Carpenters District Council
By: ______________________
Date: ______________________

Cement Masons No. 780
By: ______________________
Date: ______________________

Derrickmen and Riggers Local Union No. 197
By: ______________________
Date: ______________________

Electrical Local No. 3
By: ______________________
Date: ______________________

Heat & Frost Insulators Local Union No. 12
By: ______________________
Date: ______________________

Iron Workers District Council
By: ______________________
Date: ______________________

Iron Workers Local No. 361
By: ______________________
Date: ______________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: __________________________
Date: ________________________

[Underlined text]
By: __________________________
Date: ________________________

Concrete Workers District Council No. 16
By: __________________________
Date: ________________________

Drywall Tapers 1974 DC 9
By: __________________________
Date: ________________________

Elevator Constructors No. 1
By: __________________________
Date: ________________________

Glaziers Local Union No. 1281 DC 9
By: __________________________
Date: ________________________

Heat & Frost Insulators Local Union No. 12A
By: __________________________
Date: 9/3/2012

Carpenters District Council
By: __________________________
Date: ________________________

Cement Masons No. 780
By: __________________________
Date: ________________________

Derrickmen and Riggers Local Union No. 197
By: __________________________
Date: ________________________

Electrical Local No. 3
By: __________________________
Date: ________________________

Heat & Frost Insulators Local Union No. 12
By: __________________________
Date: ________________________

Laborers Local 1010
By: __________________________
Date: ________________________

Pavers and Road Builders District Council
By: __________________________
Date: ________________________

Plumbers No. 1
By: __________________________
Date: ________________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: ____________________________
Date: __________________________

Concrete Workers District Council No. 16
By: ____________________________
Date: __________________________

Drywall Tapers 1974 DC 9
By: ____________________________
Date: __________________________

Elevator Constructors No. 1
By: ____________________________
Date: __________________________

Glaziers Local Union No. 1281 DC 9
By: ____________________________
Date: __________________________

Heat & Frost Insulators Local Union No. 12A
By: ____________________________
Date: __________________________

Carpenters District Council
By: ____________________________
Date: __________________________

Cement Masons No. 780
By: ____________________________
Date: __________________________

Derrickmen and Riggers Local Union No. 197
By: ____________________________
Date: __________________________

Electrical Local No. 3
By: ____________________________
Date: 10-3-12

Heat & Frost Insulators
Local Union No. 12
By: ____________________________
Date: __________________________

Laborers Local 1010
Pavers and Road Builders District Council
By: ____________________________
Date: __________________________

Plumbers No. 1
By: ____________________________
Date: __________________________
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: ____________________________
Date: __________________________

Carpenters District Council
By: ____________________________
Date: __________________________

Cement Masons No. 780
By: ____________________________
Date: 9/24/12 ____________________

Derrickmen and Riggers Local Union No. 197
By: ____________________________
Date: __________________________

Drywall Tapers 1974 DC 9
By: ____________________________
Date: __________________________

Electrical Local No. 3
By: ____________________________
Date: __________________________

Elevator Constructors No. 1
By: ____________________________
Date: __________________________

Heat & Frost Insulators Local Union No. 12
By: ____________________________
Date: __________________________

Glaziers Local Union No. 1281 DC 9
By: ____________________________
Date: __________________________

Heating & Frost Insulators Local Union No. 12A
By: ____________________________
Date: __________________________

Laborers Local 1010
By: ____________________________
Date: __________________________

Pavers and Road Builders District Council
By: ____________________________
Date: __________________________

Plumbers No. 1
By: ____________________________
Date: __________________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: [Signature]
Date: 1/1/97

Concrete Workers District Council No. 16
By: [Signature]
Date: [Blank]

Drywall Tapers 1974 DC 9
By: [Signature]
Date: [Blank]

Elevator Constructors No. 1
By: [Signature]
Date: [Blank]

Glaziers Local Union No. 1281 DC 9
By: [Signature]
Date: [Blank]

Heat & Frost Insulators Local Union No. 12A
By: [Signature]
Date: [Blank]

Carpenters District Council
By: [Signature]
Date: [Blank]

Cement Masons No. 780
By: [Signature]
Date: [Blank]

Derrickmen and Riggers Local Union No. 197
By: [Signature]
Date: [Blank]

Electrical Local No. 3
By: [Signature]
Date: [Blank]

Heat & Frost Insulators Local Union No. 12
By: [Signature]
Date: [Blank]

Laborers Local 1010
Pavers and Road Builders District Council
By: [Signature]
Date: [Blank]

Plumbers No. 1
By: [Signature]
Date: [Blank]
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: __________________________
Date: _________________________

Carpenters District Council
By: __________________________
Date: _________________________

Concrete Workers District Council No. 16
By: __________________________
Date: _________________________

Cement Masons No. 780
By: __________________________
Date: _________________________

Derrickmen and Riggers Local Union No. 197
By: __________________________
Date: _________________________

Drywall Tapers 1974 DC 9
By: __________________________
Date: 07/17/12

Electrical Local No. 3
By: __________________________
Date: _________________________

Elevator Constructors No. 1
By: __________________________
Date: _________________________

Heat & Frost Insulators
Local Union No. 12
By: __________________________
Date: _________________________

Glaziers Local Union No. 1281 DC 9
By: __________________________
Date: 09/17/12

Heat & Frost Insulators Local Union No. 12A
By: __________________________
Date: _________________________

Laborers Local 1010
Pavers and Road Builders District Council
By: __________________________
Date: _________________________

Plumbers No. 1
By: __________________________
Date: _________________________
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: _________________________
By: _________________________
Date: _________________________
Date: _________________________

Concrete Workers District Council No. 16
By: _________________________
Date: _________________________

Drywall Tapers 1974 DC 9
By: _________________________
Date: _________________________

Elevator Constructors No. 1
By: _________________________
Date: _________________________

Glaziers Local Union No. 1281 DC 9
By: _________________________
Date: _________________________

Heat & Frost Insulators Local Union No. 12A
By: _________________________
Date: _________________________

Carpenters District Council
By: _________________________
Date: 09-17-2014

Cement Masons No. 780
By: _________________________
Date: _________________________

Derrickmen and Riggers Local Union No. 197
By: _________________________
Date: _________________________

Electrical Local No. 3
By: _________________________
Date: _________________________

Heat & Frost Insulators Local Union No. 12
By: _________________________
Date: _________________________

Laborers Local 1010
Pavers and Road Builders District Council
By: _________________________
Date: _________________________

Plumbers No. 1
By: _________________________
Date: _________________________

Execution Copy
FOR THE LOCAL UNIONS:

Roller Makers Local No. 5
By: __________________________
Date: _______________________

Carpenters District Council
By: __________________________
Date: _______________________

Cement Masons No. 780
By: __________________________
Date: _______________________

Derrickmen and Riggers Local Union No. 197
By: __________________________
Date: _______________________

Concrete Workers District Council No. 16
By: __________________________
Date: _______________________

Electrical Local No. 3
By: __________________________
Date: _______________________

Drywall Tapers 1974 DC 9
By: __________________________
Date: _______________________

Heat & Frost Insulators
Local Union No. 12
By: __________________________
Date: 9.13.2012

Elevator Constructors No. 1
By: __________________________
Date: _______________________

Laborers Local 1010
Pavers and Road Builders District Council
By: __________________________
Date: _______________________

Glaziers Local Union No. 1281 DC 9
By: __________________________
Date: _______________________

Plumbers No. 1
By: __________________________
Date: _______________________

Heat & Frost Insulators Local Union No. 12A
By: __________________________
Date: _______________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: ____________________________
Date: __________________________

Carpenters District Council
By: ____________________________
Date: __________________________

Cement Masons No. 780
By: ____________________________
Date: __________________________

Concrete Workers District Council No. 16
By: ____________________________
Date: __________________________

Derrickmen and Riggers Local Union No. 197
By: ____________________________
Date: __________________________

Drywall Tapers 1974 DC 9
By: ____________________________
Date: __________________________

Electrical Local No. 3
By: ____________________________
Date: __________________________

Elevator Constructors No. 1
By: ____________________________
Date: __________________________

Heat & Frost Insulators Local Union No. 12
By: ____________________________
Date: __________________________

Glaziers Local Union No. 1281 DC 9
By: ____________________________
Date: __________________________

Heat & Frost Insulators Local Union No. 12A
By: ____________________________
Date: __________________________

Laborers Local 1010
By: ____________________________
Date: __________________________

Pavers and Road Builders District Council
By: ____________________________
Date: __________________________

Plumbers No. 1
By: ____________________________
Date: __________________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: 
Date: 

By: 
Date: 

Concrete Workers District Council No. 16
By: 
Date: 

Drywall Tapers 1974 DC 9
By: 
Date: 9/14/12

Elevator Constructors No. 1
By: 
Date: 

Glaziers Local Union No. 1281 DC 9
By: 
Date: 

Heat & Frost Insulators Local Union No. 12A
By: 
Date: 

Carpenters District Council
By: 
Date: 

Cement Masons No. 780
By: 
Date: 

Derrickmen and Riggers Local Union No. 197
By: 
Date: 

Electrical Local No. 3
By: 
Date: 

Heat & Frost Insulators Local Union No. 12
By: 
Date: 

Laborers Local 1010
Pavers and Road Builders District Council
By: 
Date: 

Plumbers No. 1
By: 
Date: 

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: __________________________
Date: ________________________

Carpenters District Council
By: __________________________
Date: ________________________

Concrete Workers District Council No. 16
By: __________________________
Date: ________________________

Cement Masons No. 780
By: __________________________
Date: ________________________

Derrickmen and Riggers Local Union No. 197
By: __________________________
Date: ________________________

Drywall Tapers 1974 DC 9
By: __________________________
Date: ________________________

Electrical Local No. 3
By: __________________________
Date: ________________________

Elevator Constructors No. 1
By: __________________________
Date: ________________________

Heat & Frost Insulators Local Union No. 12
By: __________________________
Date: ________________________

Glaziers Local Union No. 1281 DC 9
By: __________________________
Date: ________________________

Laborers Local 1010
By: __________________________
Date: ________________________

Pavers and Road Builders District Council
By: __________________________
Date: ________________________

Heat & Frost Insulators Local Union No. 12A
By: __________________________
Date: ________________________

Plumbers No. 1
By: __________________________
Date: ________________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: __________________________
Date: ________________________

Carpenters District Council
By: __________________________
Date: ________________________

Concrete Workers District Council No. 16
By: __________________________
Date: ________________________

Drywall Tapers 1974 DC 9
By: __________________________
Date: ________________________

Electrical Local No. 3
By: __________________________
Date: ________________________

Elevator Constructors No. 1
By: __________________________
Date: ________________________

Heat & Frost Insulators
Local Union No. 12
By: __________________________
Date: ________________________

Glaziers Local Union No. 1281 DC 9
By: __________________________
Date: ________________________

Heat & Frost Insulators Local Union No. 12A
By: __________________________
Date: ________________________

Laborers Local 1010
Pavers and roadway Builders District Council
By: __________________________
Date: ________________________

Plumbers No. 1
By: __________________________
Date: ________________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: __________________________
Date: ________________________

Carpenters District Council
By: __________________________
Date: ________________________

Concrete Workers District Council No. 16
By: __________________________
Date: ________________________

Drywall Tapers 1974 DC 9
By: __________________________
Date: ________________________

Electrical Local No. 3
By: __________________________
Date: ________________________

Elevator Constructors No. 1
By: __________________________
Date: ________________________

Heat & Frost Insulators
Local Union No. 12
By: __________________________
Date: ________________________

Glaziers Local Union No. 1281 DC 9
By: __________________________
Date: ________________________

Heat & Frost Insulators Local Union No. 12A
By: __________________________
Date: ________________________

Laborers Local 1010
Pavers and Road Builders District Council
By: __________________________
Date: ________________________

Plumbers No. 1
By: __________________________
Date: ________________________

Execution Copy
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: ____________________________
Date: ____________________________

Carpenters District Council
By: ____________________________
Date: ____________________________

Concrete Workers District Council No. 16
By: ____________________________
Date: ____________________________

Cement Masons No. 780
By: Luigi Scaglione
Date: 9/27/12 (stamped)

Drywall Tapers 1974 DC 9
By: ____________________________
Date: ____________________________

Derrickmen and Riggers Local Union No. 197
By: ____________________________
Date: ____________________________

Electrical Local No. 3
By: ____________________________
Date: ____________________________

Elevator Constructors No. 1
By: ____________________________
Date: ____________________________

Heat & Frost Insulators
Local Union No. 12
By: ____________________________
Date: ____________________________

Glaziers Local Union No. 1281 DC 9
By: ____________________________
Date: ____________________________

Laborers Local 1010
Pavers and Road Builders District Council
By: ____________________________
Date: ____________________________

Heat & Frost Insulators Local Union No. 12A
By: ____________________________
Date: ____________________________

Plumbers No. 1
By: ____________________________
Date: ____________________________
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: ____________________________
Date: ____________________________

By: ____________________________
Date: ____________________________

Concrete Workers District Council No. 16
By: ____________________________
Date: September 14, 2012

Drywall Tapers 1974 DC 9
By: ____________________________
Date: ____________________________

Elevator Constructors No. 1
By: ____________________________
Date: ____________________________

Glaziers Local Union No. 1281 DC 9
By: ____________________________
Date: ____________________________

Heat & Frost Insulators Local Union No. 12A
By: ____________________________
Date: ____________________________

Carpenters District Council
By: ____________________________
Date: ____________________________

Cement Masons No. 780
By: ____________________________
Date: ____________________________

Derrickmen and Riggers Local Union No. 197
By: ____________________________
Date: ____________________________

Electrical Local No. 3
By: ____________________________
Date: ____________________________

Heat & Frost Insulators Local Union No. 12
By: ____________________________
Date: ____________________________

Laborers Local 1010
Pavers and Road Builders District Council
By: ____________________________
Date: ____________________________

Plumbers No. 1
By: ____________________________
Date: ____________________________
Iron Workers Local No. 40
By: ____________________________
Date: __________________________

Local 79 Construction and General Building Laborers
By: ____________________________
Date: __________________________

Metal Lathers Local No. 46
By: ____________________________
Date: __________________________

Metal Polishers District Council #9
By: ____________________________
Date: __________________________

Painters District Council #9
By: ____________________________
Date: __________________________

Painters, Decorators & Wallcoverers DC 9
By: ____________________________
Date: __________________________

Painters Structural Steel No. 806
By: ____________________________
Date: __________________________

Iron Workers District Council
By: ____________________________
Date: 9-17-2012

Iron Workers Local No. 361
By: ____________________________
Date: __________________________

Laborers Local No. 29 Blasters and Drillers
By: ____________________________
Date: __________________________

Laborers Local No. 78 Asbestos & Lead Abatement
By: ____________________________
Date: __________________________

Laborers Local No. 731 Excavators
By: ____________________________
Date: __________________________

Mason Tenders District Council
By: ____________________________
Date: __________________________

Ornamental Iron Workers No. 580
By: ____________________________
Date: __________________________
Iron Workers Local No. 40
By: _______________________
Date: _____________________

Local 79 Construction and General Building Laborers
By: _______________________
Date: _____________________

Metal Lathers Local No. 46
By: _______________________
Date: _____________________

Metal Polishers District Council #9
By: _______________________
Date: _____________________

Painters District Council #9
By: _______________________
Date: _____________________

Painters, Decorators & Wallcoverers DC 9
By: _______________________
Date: _____________________

Painters Structural Steel No. 806
By: _______________________
Date: _____________________

Iron Workers District Council
By: _______________________
Date: _____________________

Iron Workers Local No. 361
By: _______________________
Date: _____________________

Laborers Local No. 29 Blasters and Drillers
By: _______________________
Date: _____________________

Laborers Local No. 78 Asbestos & Lead Abatement
By: _______________________
Date: _____________________

Laborers Local No. 731 Excavators
By: _______________________
Date: _____________________

Mason Tenders District Council
By: _______________________
Date: _____________________

Ornamental Iron Workers No. 580
By: _______________________
Date: _____________________

Execution Copy
Iron Workers Local No. 40
By: __________________________
Date: ________________________

Local 79 Construction and General Building Laborers
By: __________________________
Date: ________________________

Metal Lathers Local No. 46
By: __________________________
Date: ________________________

Metal Polishers District Council #9
By: __________________________
Date: ________________________

Painters District Council #9
By: __________________________
Date: ________________________

Painters, Decorators & Wallcoverers DC 9
By: __________________________
Date: ________________________

Painters Structural Steel No. 806
By: __________________________
Date: ________________________

Iron Workers District Council
By: __________________________
Date: ________________________

Iron Workers Local No. 361
By: __________________________
Date: ________________________

Laborers Local No. 29 Blasters and Drillers
By: __________________________
Date: ________________________

Laborers Local No. 78 Asbestos & Lead Abatement
By: __________________________
Date: 10-1-12

Laborers Local No. 731 Excavators
By: __________________________
Date: ________________________

Mason Tenders District Council
By: __________________________
Date: ________________________

Ornamental Iron Workers No. 580
By: __________________________
Date: ________________________

Execution Copy
Iron Workers Local No. 40
By: [Signature]
Date: 10-2-12

Local 79 Construction and General Building Laborers
By: [Signature]
Date: 

Metal Lathers Local No. 46
By: [Signature]
Date: 

Metal Polishers District Council #9
By: [Signature]
Date: 

Painters District Council #9
By: [Signature]
Date: 

Painters, Decorators & Wallcoverers DC 9
By: [Signature]
Date: 

Painters Structural Steel No. 806
By: [Signature]
Date: 

Iron Workers District Council
By: [Signature]
Date: 

Iron Workers Local No. 361
By: [Signature]
Date: 

Laborers Local No. 29 Blasters and Drillers
By: [Signature]
Date: 

Laborers Local No. 78 Asbestos & Lead Abatement
By: [Signature]
Date: 

Laborers Local No. 731 excavators
By: [Signature]
Date: 

Mason Tenders District Council
By: [Signature]
Date: 

Ornamental Iron Workers No. 580
By: [Signature]
Date: 

Execution Copy
DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40
By: __________________________
Date: __________________________

Local 79 Construction and General Building Laborers
By: __________________________
Date: __________________________

Metal Lathers Local No. 46
By: __________________________
Date: __________________________

Metal Polishers District Council #9
By: __________________________
Date: __________________________

Painters District Council #9
By: __________________________
Date: __________________________

Painters, Decorators & Wallcoverers DC 9
By: __________________________
Date: __________________________

Painters Structural Steel No. 806
By: __________________________
Date: __________________________

Iron Workers District Council
By: __________________________
Date: __________________________

Iron Workers Local No. 361
By: __________________________
Date: __________________________

Laborers Local No. 29 Blasters and Drillers
By: __________________________
Date: __________________________

Laborers Local No. 78 Asbestos & Lead Abatement
By: __________________________
Date: __________________________

Laborers Local No. 731 Excavators
By: __________________________
Date: __________________________

Mason Tenders District Council
By: __________________________
Date: __________________________

Ornamental Iron Workers No. 560
By: __________________________
Date: __________________________

Execution Copy
Iron Workers Local No. 40
By: ____________________________
Date: ____________________________

Local 79 Construction and General Building Laborers
By: ____________________________
Date: ____________________________

Metal Lathers Local No. 46
By: ____________________________
Date: ____________________________

Metal Polishers District Council #9
By: ____________________________
Date: ____________________________

Painters District Council #9
By: ____________________________
Date: ____________________________

Painters, Decorators & Wallcoverers DC 9
By: ____________________________
Date: ____________________________

Painters Structural Steel No. 806
By: ____________________________
Date: ____________________________

Execution Copy
Iron Workers Local No. 40
By: __________________________
Date: _________________________
Local 79 Construction and General Building
Laborers
By: __________________________
Date: 9/25/2012
Iron Workers District Council
By: __________________________
Date: _________________________
Iron Workers Local No. 361
By: __________________________
Date: _________________________
Metal Lathers Local No. 46
By: __________________________
Date: _________________________
Laborers Local No. 29 Blasters and Drillers
By: __________________________
Date: _________________________
Metal Polishers District Council #9
By: __________________________
Date: _________________________
Laborers Local No. 78 Asbestos & Lead
Abatement
By: __________________________
Date: _________________________
Painters District Council #9
By: __________________________
Date: _________________________
Laborers Local No. 731 Excavators
By: __________________________
Date: _________________________
Painters, Decorators & Wallcoverers DC 9
By: __________________________
Date: _________________________
Mason Tenders District Council
By: __________________________
Date: _________________________
Painters Structural Steel No. 806
By: __________________________
Date: _________________________
Ornamental Iron Workers No. 580
By: __________________________
Date: _________________________

Execution Copy
Iron Workers Local No. 40
By: __________________________
Date: _________________________

Local 79 Construction and General Building Laborers
By: __________________________
Date: _________________________

Metal Lathers Local No. 46
By: __________________________
Date: _________________________

Metal Polishers District Council #9
By: __________________________
Date: _________________________

Painters District Council #9
By: __________________________
Date: _________________________

Painters, Decorators & Wallcoverers DC 9
By: __________________________
Date: _________________________

Painters Structural Steel No. 806
By: __________________________
Date: _________________________

Iron Workers District Council
By: __________________________
Date: _________________________

Iron Workers Local No. 361
By: __________________________
Date: _________________________

Laborers Local No. 29 Blasters and Drillers
By: __________________________
Date: _________________________

Laborers Local No. 76 Asbestos & Lead Abatement
By: __________________________
Date: _________________________

Laborers Local No. 731 Excavators
By: __________________________
Date: _________________________

Mason Tenders District Council
By: __________________________
Date: 9/20/12

Ornamental Iron Workers No. 580
By: __________________________
Date: _________________________

Execution Copy
DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40
By: __________________________
Date: _________________________

Local 79 Construction and General Building Laborers
By: __________________________
Date: _________________________

Metal Lathers Local No. 46
By: __________________________
Date: _________________________

Metal Polishers District Council #9
By: __________________________
Date: 1/17/12

Painters District Council #9
By: __________________________
Date: 9/17/12

Painters, Decorators & Wallcoverers DC 9
By: __________________________
Date: 9/17/12

Painters Structural Steel No. 896
By: __________________________
Date: 9/17/12

Iron Workers District Council
By: __________________________
Date: _________________________

Iron Workers Local No. 361
By: __________________________
Date: _________________________

Laborers Local No. 29 Blasters and Drillers
By: __________________________
Date: _________________________

Laborers Local No. 78 Asbestos & Lead Abatement
By: __________________________
Date: _________________________

Laborers Local No. 731 Excavators
By: __________________________
Date: _________________________

Mason Tenders District Council
By: __________________________
Date: _________________________

Ornamental Iron Workers No. 580
By: __________________________
Date: _________________________
Iron Workers Local No. 40
By: ______________________________
Date: ______________________________

Local 79 Construction and General Building Laborers
By: ______________________________
Date: 9/24/10

Metal Lathers Local No. 46
By: ______________________________
Date: ______________________________

Metal Polishers District Council #9
By: ______________________________
Date: ______________________________

Painters District Council #9
By: ______________________________
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Painters, Decorators & Wallcoverers DC 9
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Date: ______________________________

Painters Structural Steel No. 806
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Iron Workers District Council
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Date: ______________________________

Iron Workers Local No. 361
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Laborers Local No. 78 Asbestos & Lead Abatement
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Laborers Local No. 731 Excavators
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Date: ______________________________

Mason Tenders District Council
By: ______________________________
Date: ______________________________

Ornamental Iron Workers No. 580
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DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40
By: ____________________________
Date: __________________________

Local 79 Construction and General Building Laborers
By: ____________________________
Date: __________________________

Metal Lathers Local No. 46
By: ____________________________
Date: __________________________

Metal Polishers District Council #9
By: ____________________________
Date: __________________________

Painters District Council # 9
By: ____________________________
Date: __________________________

Painters, Decorators & Wallcoverers DC 9
By: ____________________________
Date: __________________________

Painters Structural Steel No. 806
By: ____________________________
Date: __________________________

Iron Workers District Council
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Date: __________________________

Iron Workers Local No. 361
By: ____________________________
Date: __________________________

Laborers Local No. 29 Blasters and Drillers
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Laborers Local No. 78 Asbestos & Lead Abatement
By: ____________________________
Date: __________________________

Laborers Local No. 731 Excavators
By: ____________________________
Date: 9/14/2012

Mason Tenders District Council
By: ____________________________
Date: __________________________

Ornamental Iron Workers No. 580
By: ____________________________
Date: __________________________

Execution Copy
Roofers & Waterproofers
No. 8
By: [Signature]
Date: 9/17/12

Sheet Metal Workers Local No. 28
By: __________________________
Date: __________________________

Teamsters Local Union 814
By: __________________________
Date: __________________________

Plasterers Local Union No. 262
By: __________________________
Date: __________________________

Teamsters Local 282
By: __________________________
Date: __________________________

Steamfitters Local Union
No. 638
By: __________________________
Date: __________________________

Sheet Metal Workers Local
No. 137
By: __________________________
Date: __________________________

Teamsters Local No. 813 Private Sanitation
By: __________________________
Date: __________________________

Tile, Marble & Terrazzo B.A.C., Local
Union No. 7
By: __________________________
Date: __________________________

Execution Copy
Roofers & Waterproofers
No. 8

By: ____________________________

Date: ____________________________

Sheet Metal Workers Local No. 28

By: ____________________________

Date: ____________________________

Teamsters Local Union 814

By: ____________________________

Date: ____________________________

Plasterers Local Union No. 262

By: ____________________________

Date: 1/13/12

Teamsters Local 282

By: ____________________________

Date: ____________________________

Steamfitters Local Union
No. 638

By: ____________________________

Date: ____________________________

Sheet Metal Workers Local
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Date: ____________________________

Teamsters Local No. 813 Private Sanitation

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Date: ____________________________

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

By: ____________________________

Date: ____________________________

Execution Copy
Roofers & Waterproofers
No. 8

By: ____________________________
Date: ____________________________

Sheet Metal Workers Local No. 28

By: Kevin Torres
Date: (10-10-12)

Teamsters Local Union 814

By: ____________________________
Date: ____________________________

Plasterers Local Union No. 262

By: ____________________________
Date: ____________________________

Teamsters Local 282

By: ____________________________
Date: ____________________________

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

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Date: ____________________________
Roofers & Waterproofers
No. 8
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Sheet Metal Workers Local No. 28
By: __________________________
Date: _________________________

Teamsters Local Union 814
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Date: _________________________

Plasterers Local Union No. 262
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Date: _________________________

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Date: _________________________

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Teamsters Local No. 813 Private Sanitation
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Date: _________________________

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7
By: __________________________
Date: _________________________
Roofers & Waterproofers
No. 8
By: __________________________
Date: __________________________

Sheet Metal Workers Local No. 28
By: __________________________
Date: __________________________

Teamsters Local Union 814
By: __________________________
Date: __________________________

Plasterers Local Union No. 262
By: __________________________
Date: __________________________

Teamsters Local 282
By: __________________________
Date: __________________________

Steamfitters Local Union
No. 638
By: __________________________
Date: __________________________

Sheet Metal Workers Local
No. 137
By: __________________________
Date: __________________________

Teamsters Local No. 813 Private Sanitation
By: __________________________
Date: __________________________

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7
By: __________________________
Date: 9/12/12

Execution Copy
Roofers & Waterproofers
No. 8
By: ______________________
Date: ____________________

Sheet Metal Workers Local No. 28
By: ______________________
Date: ____________________

Teamsters Local Union 814
By: ______________________
Date: ____________________

Plasterers Local Union No. 262
By: ______________________
Date: ____________________

Teamsters Local 282
By: ______________________
Date: ____________________

Steamfitters Local Union
No. 638
By: ______________________
Date: 9/12/12

Sheet Metal Workers Local
No. 137
By: ______________________
Date: ____________________

Teamsters Local No. 813 Private Sanitation
By: ______________________
Date: ____________________

Tile, Marble & Terrazzo B.A.C. Local Union No.
7
By: ______________________
Date: ____________________

Execution Copy
Roofers & Waterproofers
No. 8
By: __________________________
Date: ________________________

Sheet Metal Workers Local No. 28
By: __________________________
Date: ________________________

Steamfitters Local Union
No. 638
By: __________________________
Date: ________________________

Sheet Metal Workers Local
No. 137
By: __________________________
Date: ________________________

Teamsters Local Union 814
By: __________________________
Date: ________________________

Teamsters Local No. 813 Private Sanitation
By: __________________________
Date: ________________________

Plasterers Local Union No. 262
By: __________________________
Date: 9/13/12

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7
By: __________________________
Date: ________________________

Teamsters Local 282
By: __________________________
Date: ________________________
Roofers & Waterproofers
No. 8
By: 
Date: 

Sheet Metal Workers Local No. 28
By: 
Date: 

Teamsters Local Union 814
By: 
Date: 

Plasterers Local Union No. 262
By: 
Date: 

Teamsters Local 282
By: Thomas DeCurtis
Date: 9/18/12

Steamfitters Local Union
No. 638
By: 
Date: 

Sheet Metal Workers Local
No. 137
By: 
Date: 

Teamsters Local No. 813 Private Sanitation
By: 
Date: 

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7
By: 
Date: 

Execution Copy
DARBY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8
By:
Date:

Sheet Metal Workers Local No. 28
By:
Date:

Teamsters Local Union 814
By:
Date:

Plasterers Local Union No. 262
By:
Date:

Teamsters Local 282
By:
Date:

Steamfitters Local Union
No. 638
By:
Date:

Sheet Metal Workers Local
No. 137
By:
Date:

Teamsters Local No. 813 Private Sanitation
By: [Signature]
Date: 9-19-12

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7
By:
Date:

Execution Copy
Roofers & Waterproofers
No. 8
By: ____________________________
Date: __________________________

Sheet Metal Workers Local No. 28
By: ____________________________
Date: __________________________

Teamsters Local Union 814
By: ____________________________
Date: __________________________

Plasterers Local Union No. 262
By: ____________________________
Date: __________________________

Teamsters Local 282
By: ____________________________
Date: __________________________

Steamfitters Local Union
No. 638
By: ____________________________
Date: __________________________

Sheet Metal Workers Local
No. 132
By: ____________________________
Date: 9.24.17

Teamsters Local No. 813 Private Sanitation
By: ____________________________
Date: __________________________

Tie, Marble & Terrazzo B.A.C. Local
Union No. 7
By: ____________________________
Date: __________________________

Execution Copy
Roofers & Waterproofers
No. 8
By: [Signature]
Date: 1/2/11

Sheet Metal Workers Local No. 28
By: __________________________
Date: _________________________

Teamsters Local Union 814
By: __________________________
Date: _________________________

Plasterers Local Union No. 262
By: __________________________
Date: _________________________

Teamsters Local 282
By: __________________________
Date: _________________________

Steamfitters Local Union
No. 638
By: __________________________
Date: _________________________

Sheet Metal Workers Local
No. 137
By: __________________________
Date: _________________________

Teamsters Local No. 813 Private Sanitation
By: __________________________
Date: _________________________

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7
By: __________________________
Date: _________________________
<table>
<thead>
<tr>
<th>Union</th>
<th>Time Period</th>
<th>Agreement w/</th>
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<tbody>
<tr>
<td>Blasters, Drill Runners and Miners Union, Local 29</td>
<td>July 1, 2006 - June 30, 2012</td>
<td>GCA</td>
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<tr>
<td>Building, Concrete, Excavating &amp; Common Laborers Local 731</td>
<td>July 1, 2000 - June 30, 2012</td>
<td>Independent</td>
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<tr>
<td>Elevator Constructors Local 1</td>
<td>March 17, 2009 - March 17, 2014</td>
<td>ThyssenKrupp Elevator Corporation</td>
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<tr>
<td>Enterprise Association Local 638</td>
<td>July 1, 2011 - June 30, 2014</td>
<td>Mechanical Contractors Association of NY, Inc.</td>
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<tr>
<td>Enterprise Association Local 638</td>
<td>July 1, 2011 - June 30, 2014</td>
<td>Independent</td>
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<tr>
<td>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</td>
<td>July 1, 2012 - June 30, 2016</td>
<td>Independent</td>
</tr>
<tr>
<td>International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City</td>
<td>July 1, 2008 - June 30, 2014</td>
<td>Independent</td>
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<tr>
<td>International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City</td>
<td>July 1, 2008 - June 30, 2014</td>
<td>The Insulation Contractors Association of New York City, Inc.</td>
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<tr>
<td>International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City</td>
<td>December 1, 2007 - November 30, 2012</td>
<td>Independent</td>
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<tr>
<td>Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO</td>
<td>May 12, 2010 - May 8, 2013</td>
<td>New York Electrical Contractors Association</td>
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<tr>
<td>International Brotherhood of Teamsters, Local 282, High-Rise contract</td>
<td>July 1, 2008 - June 30, 2013</td>
<td>Building Contractors Association &amp; Independents</td>
</tr>
<tr>
<td>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</td>
<td>July 1, 2008 - June 30, 2014</td>
<td>Cement League</td>
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<tr>
<td>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</td>
<td>July 1, 2008 - June 30, 2014</td>
<td>Independent</td>
</tr>
<tr>
<td>Local 8 Roofers, Waterproofers &amp; Allied Workers</td>
<td>July 1, 2009 - June 30, 2011</td>
<td>Roofing and Waterproofing Contractors Association of New York and Vicinity</td>
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<tr>
<td>Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada</td>
<td>July 1, 2010 - June 30, 2012; as amended by update 7.12.6.30.16</td>
<td>Association of Contracting Plumbers of the City of New York</td>
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<td>Local Union Number 40 &amp; 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO</td>
<td>July 1, 2008 - June 30, 2014</td>
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<td>Mason Tenders DC &amp; Laborers International Union - Local 78 &amp; 79</td>
<td>July 1, 2011 - June 30, 2014</td>
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<tr>
<td>Millwright Local 740</td>
<td>July 1, 2005 - June 30, 2011</td>
<td>Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America</td>
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<td>Operative Plasterers' and Cement Masons' International Association Local No. 262</td>
<td>February 1, 2010 - January 31, 2013; as amended by MOA 2012-2014</td>
<td>Independent</td>
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<tr>
<td>Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)</td>
<td>May 1, 2006 - April 30, 2011</td>
<td>Independent</td>
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<td>Union Name</td>
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<td>Signatory Organization</td>
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<td>Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and</td>
<td>May 1, 2011 - April 30, 2015</td>
<td>The Association of Master Painters &amp; Decorators of NY, Inc. and The Association of Wall, Ceiling &amp; Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association</td>
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<td>Protective Coatings CBA)</td>
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<tr>
<td>Sheet Metal Workers' International Association, Local 28</td>
<td>August 1, 2009 – July 31, 2011; MOA through July 31, 2014</td>
<td>Sheet Metal &amp; Air Conditioning Contractors Association of New York City, Inc.</td>
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<tr>
<td>Sheet Metal Workers' International Association, Local 337</td>
<td>July 16, 2010 - July 15, 2013</td>
<td>The Greater New York Sign Association</td>
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<tr>
<td>Structural Steel and Bridge Painters Local 806, DC 9 International Union</td>
<td>October 1, 2006 - September 30, 2011</td>
<td>New York Structural Steel Painting Contractors Association</td>
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<td>of Painters and Allied Trades, AFL-CIO</td>
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<td>Teamsters Local 813</td>
<td>July 1, 2011 – June 30, 2014</td>
<td>Independent</td>
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<td>Teamsters Local 813</td>
<td>December 1, 2008 – November 30, 2011; as amended by MOA December 1, 2011 - November 30, 2014</td>
<td>IESI NY Corporation</td>
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<td>Teamsters Local 814</td>
<td>May 1, 2010 – April 30, 2013</td>
<td>Greater New York Movers and Warehousemen's Bargaining Group</td>
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<td>The DC of Carpenters of NYC and Vicinity, AFL-CIO for Deckbuilders Local</td>
<td>May 1, 2007 – April 30, 2012</td>
<td>Independent</td>
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<tr>
<td>The District Council of Cement and Concrete Workers (comprised of Local</td>
<td>July 1, 2011 – June 30, 2014</td>
<td>Cement League</td>
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<tr>
<td>6A: Local 18A and Local 20)</td>
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<tr>
<td>The District Council of Cement and Concrete Workers (comprised of Local</td>
<td>July 1, 2011 – June 30, 2014</td>
<td>Independent</td>
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<td>6A: Local 18A and Local 20)</td>
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<tr>
<td>The District Council of New York City and Vicinity</td>
<td>July 1, 2008 – June 30, 2011</td>
<td>GCA</td>
</tr>
<tr>
<td>The District Council of New York City and Vicinity for Dockbuilders Local No. 1466</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>GCA</td>
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<tr>
<td>The District Council of New York City and Vicinity for Tinworkers Local 1596</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>GCA</td>
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<tr>
<td>The District Council of New York City and Vicinity for the Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>Shop Agreement July 1, 2007 - June 30, 2012</td>
<td>Independent</td>
</tr>
<tr>
<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>October 17, 2007 - October 16, 2012</td>
<td>Independent</td>
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<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>The Hoisting Trade Association of New York, Inc.</td>
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<tr>
<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>October 17, 2007 - October 16, 2012</td>
<td>The Test Boring Association</td>
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<tr>
<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>Building Contractors Association</td>
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<tr>
<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>The Association of Wall-Ceiling &amp; Carpentry Industries of New York, Incorporated</td>
</tr>
<tr>
<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>The Cement League</td>
</tr>
<tr>
<td>The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>NYC Millwright Contractors Association</td>
</tr>
<tr>
<td>The Tile Setters and Tile Finishers:</td>
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</tbody>
</table>
EXHIBIT "A"
DASNY NEW CONSTRUCTION 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 Specified Construction and Renovation Work at the PROJECT LOCATED AT ________________ 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 form 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 __________________________, 2012

Dated: __________________________

Notary Public
NEW YORK 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.
International Union of Bricklayers and Allied Craftworkers, Local Union No. 1

By: Jeremiah Sullivan
Date: 11/20/2012