

**PROJECT LABOR AGREEMENT  
COVERING  
RENOVATIONS FOR CENTRAL NEW YORK PSYCHIATRIC CENTER LOCATED IN  
MARCY, NEW YORK**

*Between*

CENTRAL AND NORTHERN NEW YORK BUILDING AND CONSTRUCTION TRADES  
COUNCIL, AFL-CIO;

*And*

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GENERAL CONTRACTOR

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**PROJECT LABOR AGREEMENT  
COVERING RENOVATIONS FOR CENTRAL NEW YORK PSYCHIATRIC CENTER  
LOCATED IN MARCY, NEW YORK**

**ARTICLE 1 – PREAMBLE**

WHEREAS, the Dormitory Authority of the State of New York ("DASNY"), and the General Contractor (defined herein) desire to provide for the efficient, safe, quality, and timely completion of construction described herein relating to the replacement hospital Project in a manner designed to afford the lowest reasonable costs to DASNY, and the advancement of permissible statutory objectives;

WHEREAS, DASNY has studied whether the use of a Project Labor Agreement will best serve the DASNY's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

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

- (1) providing a mechanism for achieving the most cost efficient and effective means of construction, including direct and indirect labor and other cost savings;
- (2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace on the jobsite for the duration of the covered work;
- (3) standardizing the terms and conditions governing the employment of labor on covered work;
- (4) permitting wide flexibility in work scheduling and shift hours and times;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) furthering public policy objectives as to improved employment opportunities in the construction industry for residents, minorities, women and the economically disadvantaged;

- (7) ensuring a reliable source of skilled and experienced labor;
- (8) expediting the construction process, enhancing the DASNY's ability to keep existing facilities functional, and otherwise minimizing public inconveniences relating to that construction; and,

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and,

WHEREAS, the Parties desire to maximize safety conditions relating to the covered work;

NOW, THEREFORE, the Parties enter into this Agreement:

## **SECTION 1. PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") to be entered into by and between DASNY's General Contractor for this Project for certain construction work to be performed as part of the Central New York Psychiatric Center Renovation (as defined below), and the Central and Northern New York Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated local union members; and the signatory Local Unions on behalf of themselves and their members.

## **ARTICLE 2 – GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

Throughout this Agreement, the Union parties (the signatory Local Unions and Council) are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions," that phrase is sometimes used; the term "Contractor(s)" shall include DASNY's General Contractor (to the extent actually performing Project Work) and all covered contractors engaged in on-site construction work within the scope of this Agreement as defined in Article 3; the term "Subcontractor(s)" shall include any construction company of a tier lower than the "Contractor," hired by the "Contractor" and engaged in on-site construction work within the scope of this Agreement as defined in Article 3; the DASNY's General Contractor on this Project, \_\_\_\_\_, is referred to as the "GC"; the Central and Northern New York Building and Construction Trades Council, AFL-CIO is referred to as the "Central and Northern New York Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project" and/or "Project Work."

Wherever in this Agreement the GC is authorized or permitted to take any action, such action may be taken by either the GC or its designee.

## **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 and signed by the Central and Northern New York Council and those Local Unions having jurisdiction over the Project Work and which are listed on the signature pages to this Agreement; (2) the Agreement is approved by the NYS Building & Construction Trades Council; and (3) the Agreement is approved and signed by the GC.

## **SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all signatory Unions, and their affiliates and all Contractors and Subcontractors performing on-site Project Work as defined in Article 3. The GC shall include in any contract that it lets for performance during the term of this Agreement, a requirement that its Contractors and Subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. Covered Contractors (including Subcontractors of any tier) shall execute the Letter of Assent form attached to this Agreement as Schedule B. This Agreement shall be administered by the GC.

## **SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with provisions of the local Collective Bargaining Agreements listed in the appendix hereto as Schedule A, represents the complete understanding of all parties and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, except that in the event a Contractor or Subcontractor is signatory to the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors those agreements shall apply (except that notwithstanding the foregoing National Agreements, Articles 7, 9 and 10 of this Agreement shall still apply). Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a provision in Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor or Subcontractor shall be required to sign or deemed party to any other labor agreement

(including the local Collective Bargaining Agreements comprising Schedule A as a result of signing this Agreement) as a condition of performing Project Work. No practice, understanding or agreement between a Contractor or Subcontractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on Project Work unless endorsed in writing by the GC.

#### **SECTION 5. LIABILITY**

The liability of any Contractor or Subcontractor and the liability of any Union under this Agreement shall be several and not joint. The GC shall not be liable for any violations of this Agreement by any other Contractor or Subcontractor nor shall any Contractor be liable for any violations of this Agreement by any other Contractor or Subcontractor; and the Central and Northern New York Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

#### **SECTION 6. DASNY**

Each Contractor shall require its Subcontractors, of whatever tier for work within the scope of Article 3, to execute the Letter of Assent in Schedule B and to become bound by this Agreement. DASNY is not a party to this Agreement and shall not be liable in any manner under this Agreement; but DASNY is an intended third party beneficiary of this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of DASNY (or its designated representative) in determining which Contractors shall be awarded contracts for Project work. It is further understood that DASNY has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on the Project.

#### **SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS AND CONTRACTORS**

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project Work, and its Subcontractors, who become bound thereto, without regard to whether that successful bidder and/or its Subcontractors perform work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder and/or its Subcontractors are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is not Project Work, as defined in Article 3.



## ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project Work covered by this Agreement shall be as defined and limited by the following sections of this Article.

### SECTION 1. PROJECT WORK

Subject to section 3(c) of this Article, this Agreement shall only apply to that on site work expressly designated by DASNY in its bid specifications for renovations of the Central New York Psychiatric Center located in Marcy, New York (herein referenced as "Project Work"). The scope of Project Work may be subject to change as this work progresses or as circumstances change. Nevertheless, their parties understand that generally included within covered Project Work will be the renovation of approximately 400,000 feet of space. The following is the projected scope of work:

- Construction of site infrastructure and utilities in Buildings 39 and 77;
- Abatement of hazardous materials;
- Replacement of approximately 1,450 windows;
- Upgrade of mechanical, electrical, plumbing, fire protection systems;
- New roofing systems; and
- Renovation of patient/resident medical areas, bedrooms, common space, dining facilities, and staff spaces.

The Buildings will be occupied throughout the entire duration of construction. A phasing plan has been developed to relocate patients and staff to unoccupied wards within Building 39 with the objective of moving occupants to renovated space in a single move. The projected construction duration is 64 months, with an anticipated start date of June 2021 and completion in September 2026. The estimated construction budget is \$140 million.

To the extent there is any conflict between the above general description and the designation of work (or the absence of any designation) in its bid documents, the express designation (or absence of designation) shall be controlling and determinative of whether work is Project Work within the scope of this Agreement. Any work not included in the bid documents or the successful bidder's bid documents is not covered Project Work under this agreement.

Specifically excluded from coverage under this Agreement is: (1) all work relating to bids solicited and/or work awarded prior to the execution of this Agreement by the parties and/or approval of it by the GC, (2) maintenance and repair work performed in the normal course of the DASNY; (3) any work to be completed by the DASNY or any of its operating contractors and/or vendors; (4) off-site work of any kind unless otherwise subject to Labor Law Section 220; (5) specialty systems and equipment; and (6) Utility work performed by local providers or their contractors.

## **SECTION 2. TIME LIMITATIONS**

This Agreement shall be limited to Project Work performed under the construction contracts let by the GC (subject to exclusions noted herein) provided that this Agreement is approved by DASNY and by the Central and Northern New York Council and each Local Union and shall terminate when DASNY determines that the Contractor(s) has (have) completed all work of his contract and declares the work covered by this agreement is complete. This Agreement may be extended by mutual written agreement of the parties.

## **SECTION 3. EXCLUDED EMPLOYEES**

Notwithstanding the provisions of Section 1, the following persons/entities (and the work performed by them) are not subject to the provisions of this Agreement, even though performing work on or in connection with the Project:

A. Work of non-manual employees, including but not limited to superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), staff engineers, inspectors and testers, quality control/ assurance personnel, equipment manufacturers, factory technicians, I&C programmers and technicians, timekeepers, mail carriers, clerks, office workers, messengers, guards, security personnel, safety personnel, technicians, and other professional, engineering, administrative and management persons;

B. DASNY, any State or Federal agency, authority or entity or any municipality or other public employer, and any of their employees; and any operations contractor, and its employees, employed by DASNY, including Emergency Contracts for building service covered under Article 9;

C. Entities (and their employees) 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 site of Project Work including transportation off-site of scrap, surplus, spoilage and waste materials (dedicated

off-site work to which § 220 of New York's Labor Law applies is not excluded from coverage);

D. Employees of the GC (unless they perform manual, on-site construction labor, in which case they (and the work they perform) will be covered by this Agreement);

E. Equipment suppliers (and their employees) performing work associated with fixtures (excluding plumbing and lighting fixtures), furnishing, equipment and office furniture and equipment unless specifically provided otherwise in this Agreement;

F. Technical representatives performing startup-related services for permanent equipment;

G. Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs on the contractor's equipment;

H. Entities (and their employees) engaged in geophysical testing;

I. Entities (and their employees) engaged in laboratory, specialty testing, inspections, or surveying pursuant to a professional services agreement between DASNY, the GC, or any of the DASNY's other professional consultants; and

J. Third parties (and their employees) engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, water, telephone companies, and railroads.

K. Project owner's (New York State Office of Mental Health, or "OMH") contractors procured by OMH or DASNY for installation of OMH office equipment and furnishings (computer equipment, telephones, office furnishings, etc.)

#### **SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or Subcontractor which do not perform Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among DASNY, the GC and/or any other Contractor or Subcontractor. The Agreement shall not apply to DASNY or any state or federal agency, authority, or other municipal or

public entity and nothing contained herein shall be construed to prohibit or restrict DASNY or their employees or any county, or state or federal authority, agency or entity and its employees or Contractors from performing on or off-site work related to the Project. As the contracts which comprise Project Work are completed and accepted by the DASNY, 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 GC for explicit 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 craft employees who are performing Project Work within the scope of this Agreement as defined in Article 3. With respect to craft employees performing work which falls within the jurisdiction of a non-signatory craft, the Council shall be the sole and exclusive bargaining representative for those employees (and throughout this Agreement references to "Local Union" shall include the Council acting in that capacity).

### **SECTION 2. UNION REFERRAL**

A. The Contractors agree to hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the applicable Local Unions' area collective bargaining agreements (listed in Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off, provided that ratios of core employees to non-core employees are otherwise in accordance with this Agreement; and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. 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 the Contractor (Saturdays, Sundays and holidays excepted), the 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 Project craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local must 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 NYS law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award; and
- (4) have the ability to safely perform the basic functions of the applicable trade.

No more than 25% of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons may be included in 25%. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals will furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above.

It is understood that the first three employees per Contractor by craft shall be obtained through the Local Unions' job referral system and hiring halls; the 4<sup>th</sup> employee may be requested under the special provisions set forth above; and so on.

### **SECTION 3. NON-DISCRIMINATION IN REFERRALS**

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

## SECTION 4. MINORITY/ FEMALE REFERRALS

The Unions recognize and acknowledge that Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to acknowledge that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

The Local Unions agreed to the following terms to meet the affirmative action, workforce development and diversity goals of the Project Work:

A. The Contractor(s) shall strive, with the assistance of the applicable craft, to satisfy the affirmative action, workforce developments, and diversity goals contained in its contracts. To this end, the Contractor(s) and the applicable craft will work together to attain the good faith effort of 10% EEO (minority and women workforce) participation goals. If a Contractor's minority employee mix is not sufficient to meet those goals, and the Local Union is unable to refer minority or women employees, the Contractor may add additional minority or women employees in order to achieve those goals.

B. The Local Unions agree to make a good faith effort to maximize the enrollment of minorities and women for all apprenticeship classes as permitted by NYSDOL procedures.

C. The Local Unions agree that seniority or other preference rules may not be utilized to frustrate the diversity goals of the Project the affirmative action, workforce development, and diversity provisions of this Agreement.

D. The Local Unions agree to make a good faith effort to aid and promote the admission to membership of individuals with construction industry experience outside of a unionized workforce who desire to become members of the various trade unions. To the extent practicable, such individuals will be admitted to membership with due regard and credit for training and skills acquired from their prior experience in the trade.

#### **SECTION 5. MINORITY, WOMEN, AND SERVICE DISABLED VETERAN-OWNED ("SDVOB") BUSINESS PARTICIPATION**

The Local Unions acknowledge that other good faith effort goals of the Project are to achieve participation in the work of the Project by minority-owned and women-owned businesses. The minority-owned and women-owned and SDVOB business participation goals of 18%, 12%, and 6%, respectively, will be established for each construction contract prior to the contract being advertised for bid. The Local Unions agree that this Agreement will be implemented in a manner to assist minority-owned and woman-owned businesses to participate in the Project Work. To that end, the Local Unions agree to:

A. Facilitate, where possible, the retention of core employees employed by non-union minority and women owned businesses.

B. Help stabilize minority-owned, women-owned, and service-disabled veteran-owned businesses to enable continued participation.

#### **SECTION 6. 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 7. UNION DUES**

Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on this Project. This Agreement, however, does not impact or supersede independent requirements in the applicable Schedule A local agreements as to Contractors that are otherwise signatory to those agreements and as to employees of such Contractors and Subcontractors performing work under this Agreement.

## **SECTION 8. DUES CHECKOFF**

Contractors and Subcontractors shall make and transmit all deductions for union dues, fees and assessments that employees have voluntarily authorized in writing.

Each Contractor shall be responsible for and guarantee the payment of all remittances to the appropriate Local Union of the applicable and authorized union dues payable by its employees working on the Project. The Local Unions and/or the Central and Northern New York Council shall notify the GC's project manager within 48 hours whenever a Contractor or Subcontractor, including the GC, fails to make a required payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the Contractor within that 48-hour period, the Contractor shall notify, the GC and DASNY's project manager immediately, but in any case within 24 hours. If the GC receives notice of a delinquency by the subcontractor, it may withhold authorization of payment from any funds due to the Contractor, the amount of that delinquency, up to the total amount due, until any dispute regarding the delinquency has been resolved. If the GC, receives notice of a delinquency by any other Contractor or Subcontractor, the GC may withhold authorization of payment and the Contractor shall withhold from any payment, based upon the work of the delinquent Contractor and/or Subcontractor, the amount of that delinquency, up to the total amount due until any dispute regarding the delinquency has been resolved. The GC shall have no other obligation with respect to remittances owed by any subcontractor (or its Subcontractor); but the Contractor shall continue to be obligated with respect to remittances based on work done by the Contractor. If notice of a delinquency is not received by the GC within the required time periods, the GC shall have no basis upon which to authorize the withholding of payment, with respect to that delinquency, any part of a payment which is otherwise due.

## **SECTION 9. 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. All forepersons shall take orders exclusively from the designated Contractor representatives. All forepersons shall be designated as working forepersons at the request of the Contractor.



## ARTICLE 5 - UNION REPRESENTATION

### SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate in writing (copy to Contractor involved, the GC and DASNY) two representatives, and/or the Business Manager, who shall be afforded reasonable access to Project Work provided that such representatives comply with the visitor and security and safety rules of the Project which may be established by DASNY or the General Contractor, each in its sole discretion. A copy of those rules and any amendments thereto shall be provided to the Local Unions by DASNY or the General Contractor within fifteen (15) days of their effective date.

### SECTION 2. STEWARDS

A. Each Local Union shall have the right to designate one working journey person as a Steward and one alternate for each Contractor, and shall notify the Contractor and GC 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. There will be no non-working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive but not solicit 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 Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not 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.

### 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 to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor or GC) and/or joint working efforts with other employees shall be permitted or observed.

### **SECTION 2. MATERIALS, METHODS & EQUIPMENT**

There shall be no limitation or restriction under this Agreement 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, tools, or other labor-saving devices. Contractors may, without restriction under this Agreement, install or use materials, supplies or equipment regardless of their source. Except as provided in Article 3, Sections 1 and 4, the on-site installation or application of such items shall be performed by the craft having jurisdiction over this work; *provided, however*, even then 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 GC or Contractor. There shall be no restrictions as to work which is performed off-site except as may be imposed by law.

## **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, bannering, demonstrations or other disruptive activity at or in proximity to the Project Site or any other site where Project Work is performed for any reason by any Union or employee against DASNY, GC or any Contractor or other employer while performing any work at that site. There shall be no other Union or concerted employee

activity related to Project Work which disrupts or interferes with the operation of any DASNY facility or function wherever located. Failure of any Union or employee to cross any picket line or banner line established by any union, signatory or non-signatory to this Agreement, or the picket, banner or demonstration line of any other organization, at or in proximity to the Project Site or any other site where Project Work is performed or could be adversely affected is a violation of this Article. There shall be no lockout in connection with Project Work by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction, the free flow of traffic in, out and around the Project Site and/or any other Project Work site, and unimpeded operation of the DASNY facilities and functions 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. The General Contractor and the Unions shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

## **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the Central and Northern New York Council, with copies of the notification to the Local Union, and the GC. The Central and Northern New York Council shall instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. If the Central and Northern New York Council complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members. If the Union contends that any Contractor has violated this Article, it will notify that Contractor and the General Contractor setting forth the facts which the Union contends violate the Agreement.

## **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 Robert Rabin, Douglas Bantle, and James Gross who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 48

hours of notice, the next Arbitrator on the list shall be called. If for any reason none of the foregoing are available, the GC and Council shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International affiliate, the Central and Northern New York Council, and the GC.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Central and Northern New York Council, the GC, and the DASNY, hold a hearing as soon as possible hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. Any hearing shall be held in Utica, New York unless the parties and the DASNY mutually agree otherwise.

C. All notices pursuant to this Article may be by telephone, hand delivery, overnight delivery, or email, confirmed by overnight delivery, to the Arbitrator, Contractor, GC, Central and Northern New York Council and 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 party or parties 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, GC, Central and Northern New York Council 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, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within three (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 fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. An Award issued under this procedure shall be final and binding on all parties and 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 and Contractor involved and to the GC. In any court proceeding

to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

F. 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.

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

## **SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

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

## **ARTICLE 8 - LABOR MANAGEMENT COMMITTEE**

### **SECTION 1. SUBJECTS**

The Project Labor Management Committee will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) protect the public interest; (4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and (5) review Affirmative Action and equal employment opportunity matters pertaining to the Project Work.

### **SECTION 2. COMPOSITION**

The Committee shall be comprised of three designees of the Central and Northern New York Council and three designees of the DASNY (at least one of which will come from the GC), and representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

## ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

### SECTION 1. CLOSE COOPERATION

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

### SECTION 2. IMPORTANCE TO ALL PARTIES

The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

### SECTION 3. PROCEDURE

Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the GC (if it so chooses) shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the GC) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the Relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or any Contractor (including the GC) that has a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an arbitrator mutually agreed upon by them. The parties will use, on a rotating basis, Robert Rabin, Douglas Bantle, and James Gross. If for any reasons none of the foregoing are available, the GC and Council shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s). Any hearing will be held in Utica, New York unless the parties, mutually agree otherwise.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The GC shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **SECTION 4. LIMITATION AS TO RETROACTIVITY**

No arbitration decision or award may provide retroactivity of any kind prior to the date of service of the grievance under Step 1 or 28 days prior to the date of service of the written grievance on the GC and the involved Contractor or Local Union under Step 2, whichever period is shorter.

## **ARTICLE 10 - JURISDICTIONAL DISPUTES**

### **SECTION 1. ASSIGNMENT**

The assignment of work will be solely the responsibility of the Contractor performing the work involved subject to the pre-job conference; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

### **SECTION 2. PROCEDURE FOR SETTLEMENT OF DISPUTES**

All jurisdictional disputes involving Project Work between or among parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement with respect to Project Work.

### **SECTION 3. NO INTERFERENCE OF WORK**

All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

### **SECTION 4. PRE-JOB CONFERENCE**

Each Contractor or Subcontractor of any tier will conduct a pre-job conference with the Central and Northern New York Council prior to commencing work. The GC will be advised in advance of all such conferences and may participate if they wish.



In conjunction with the pre-job conference, each Contractor shall fill out the attached Proposed Trade Assignments form (Schedule C) to identify all Subcontractors and indicating what trades will be used to perform the Project work. This form shall be submitted to the Central and Northern New York Council at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to the Proposed Trade Assignment of either the Contractor or Subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment. If no resolution is reached, any involved Local Union may submit their position in writing together with support documentation within seven (7) calendar days to the Contractor or Subcontractor with a copy to all affected Local Unions. The Contractor or Subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Contractor, the Central and Northern New York Council, and all affected Local Unions a "Final Trade Assignment" letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made. Any unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of this Article in accordance with the present Plan established by the Building and Construction Trades Department.

## **ARTICLE 11 - WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

Subject to the provisions of this Agreement, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for the respective job classifications specified in the attached Schedule A. For purposes of wage and benefits under this Article and hours of work, premium payments, shifts and holidays under Article 12, work on this Project shall be governed by the applicable Local Union's Building Agreement. Recognizing, however, that special conditions may exist or occur with respect to Project Work, the parties, by mutual written agreement may establish rates and/or hours for one or more classifications which may differ from Schedules A and/or the prevailing wage. Written notice of such changes shall be provided to the GC within five business days of such change. Parties to such agreements shall be the GC, the Contractor involved, the involved Local Unions and the Council.

## SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS

A. Except as may be modified by this Agreement (to the extent permitted by law), the Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 schedule in effect.

Except as provided below and in Section 2B, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in Schedule A, and in the amounts so designated, to the extent such amounts are required by Section 220 and payment to a Schedule A fund satisfies that obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans or beyond Section 220 required amounts.

B. Notwithstanding Section 2A, Contractors who designate employees pursuant to Article 4, Section 2. B, and who maintain bona fide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, may satisfy the above benefits obligation with respect to those employees by providing those employees with coverage under their private benefit plans for health, welfare, retirement and similar benefits (to the extent consistent with Section 220), or by contributing to all Section 220 required Schedule A funds on their employees' behalf, at the Contractors' option. Thus, a Contractor who maintains only a bona fide private pension plan may satisfy its pension benefit obligation by contributions to that private pension plan. However, the Contractor would be required to pay into the remaining applicable jointly trustee funds designated in Schedule A (Health, JATC fund, etc.) to the extent comprising a Section 220 recognized supplement, on behalf of its Article 4, Section 2.B designated employees. Similarly, an employer that maintains a bona fide private pension plan and a bona fide health plan may satisfy its pension and health obligations by contributions to those private plans but that contractor would be required to pay into the remaining applicable funds in Schedule A (JATC fund, Annuity Fund, etc.) The Central and Northern New York Council will provide and maintain an up to date listing of the Funds and the contribution amounts for each fund which comprise the Section 220 required supplements. The total benefit payment to be made by a Contractor on behalf of those employees must equal the total Section 220 supplement amount of any shortfall, both in the aggregate and by individual Fund must be paid by cash supplement to the employee. This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process (or is otherwise hired by the Contractor) provided such employee is currently employed by the Contractor and is a participant in a bona fide private

benefit plan maintained by the Contractor and which satisfies the requirements of Section 220.

Contractors who designate employees pursuant to Article 4, Section 2.B and/or 4, may utilize the provisions of Article 11, Section 2.B only to the extent that the designated employees do, in fact, participate in bona fide private benefit plan(s) maintained by the Contractor. To the extent that such designated employees do not participate in a contractor maintained separate, applicable private benefit plan(s), the provisions of Article 11, Section 2.B are not applicable and the Contractor is required to pay employees benefits/supplements on behalf of designated employees to those established jointly trustee employee benefit funds designated in Schedule A as provided for at Article 11, Section 2.A. In the absence of employee participation in bona fide private plan(s), a Contractor is not allowed to pay cash to designated employees in lieu of providing the contributions to applicable employee benefit plan(s).

C. Contractors who contribute to jointly trustee funds under this Section agree to be bound by the written terms of the legally-established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work and only for those employees to whom this Agreement requires such benefit payments. Any available collection efforts made by the jointly trustee Funds to whom contributions are required to be made are not restricted or limited by the grievance and arbitration provisions of this Agreement.

D. Prior to the GC authorizing payment to the contractors for Project Work, the GC will notify any fund to which the recipient (directly or indirectly) of that payment is contributing that a payment is going to be issued to that Contractor. Notification, which may be by fax, will provide that the fund has 48 hours (excluding Saturdays and Sundays) from the time the fax is sent in which to advise GC of any current contribution delinquencies for the recipient. If written notice of such a delinquency is received by the GC within that 48-hour period, the GC shall, to the extent permitted by law, withhold authorization for payment from any funds due the contractor for that recipient the amount of that delinquency, up to the total amount due on behalf of that recipient, until any dispute regarding the delinquency has been resolved. The GC shall have no other obligation with respect to contributions owed by any Contractor. If notice of a delinquency is not received by GC in response to such notice within the 48-hour period, the GC shall have no obligation to withhold, with respect to that deficiency, any part of a payment which is otherwise due.

## 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, Monday through Friday. The work week for payroll purposes will commence at 0001 Monday (12:01 a.m.) and end at 2400 Sunday (Midnight). The standard work day shall consist of eight (8) hours of work, exclusive of one-half (1/2) hour unpaid lunch period.

B. Recognizing the importance of coordinating the Project construction, the Unions hereby agree that the regular work shift shall be between the hours of 7:00 a.m. and 5:00 p.m., with a project start time uniformly set for all contractors between 7:00 a.m. and 8:30 a.m., with one-half (½) hour unpaid lunch period to commence no earlier than four (4) hours after the start of the shift and no later than five (5) hours after the start of the shift. If operational considerations warrant, the start of the work day may be moved to as early as 6:00 a.m. and as late as 9:00 a.m. by the General Contractor, provided at least three (3) days' notice is given by the GC to the Contractor(s) and the Union and the affected employees, which notice shall contain the signature of a representative of the GC. Further changes to the start and finish of the work day or times of the lunch periods may be made by agreement between the involved Union(s) and the Contractor(s), and such agreement shall not be unreasonably withheld.

### SECTION 2. OVERTIME/PREMIUM PAY

Unless provided differently in this Agreement, overtime and/or premium pay for hours outside of the standard work week and work day, described in Section 1 above, shall be paid in accordance with the applicable Schedule A (or where there is no applicable Schedule A then as required by the wage and supplement schedule under Labor Law Section 220), except that overtime/premium pay shall not exceed 1 and 1/2 times the base rate for any hours worked Monday through Saturday. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. "There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 4 below.

### SECTION 3. SHIFTS

A. Shift work may be performed at the option of a Contractor upon five (5) working days' prior notice to the Union. It is not necessary to work a day shift in order to schedule a second or third shift. Any combination of shifts may be used (including only a second shift or only a third shift.) Shifts must have prior approval of the GC, and must be scheduled with not less than five work days' notice to the Local Union.

B. Second/or Third Shifts - The second shift will normally start between 1400 (2:00 p.m.) and 1600 (4:00 p.m.) and the third shift will normally start as early as 2200 (10:00 p.m.) or as late as 2400 (midnight). There shall be a 10% premium for second shift work and a 15% premium for third shift work. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24 hour day and only actual hours worked will be paid.

C. Flexible Starting Times - The foregoing shift starting times can be adjusted by the Contractor, with the GC's approval, as necessary to fulfill Project requirements, subject to the notice requirements of paragraph A.

### SECTION 4. HOLIDAYS

A. Schedule- There shall be 6 recognized holidays on the Project: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the preceding Friday and those which occur on Sunday shall be observed on the following Monday.

B. Payment. Holidays shall be unpaid unless Project Work is performed on the recognized Holiday. Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

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

## SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both. (Such payment is in lieu of any reporting or similar pay provided for in an applicable Schedule A.) The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate, unless overtime rates otherwise apply.

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 (unless required under Section 220), high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article.

## SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m., on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days' wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages and the prevailing rate of wage for the employee's particular job classification, as required by Section 220 of the New York State Labor Law.

B. 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 7. EMERGENCY WORK SUSPENSION**

A Contractor may, if considered necessary for the protection of life, property, 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; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

#### **SECTION 8. 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 9. TIME KEEPING**

A Contractor may utilize badging 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 10. MEAL PERIOD**

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. 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 11. 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.

## SECTION 12. SATURDAY MAKE-UP DAY

When conditions beyond control of the Contractor(s), such as severe and inclement weather, power failure, fire or natural disaster, prevent the performance of a particular Project work operation(s) or the entire Project on a regularly scheduled work day, the Contractor(s) may schedule the Saturday of the calendar week during which work was prevented as a make-up day at straight time pay. When conditions of the Project cause the Contractor(s) to stop work or to be unable to commence work on the day in question, the Contractor(s) will notify the Union and the employees at that time that Saturday will be a make-up day for the affected operation(s) and the Saturday work will then be at straight time for the day or any portion of the work day for which work was stopped. The balance of the eight (8) hour day on Saturday, if any, shall be at time and one-half the straight time rate of pay. If a Contractor seeks to cancel a day's work in advance of that day, and to schedule the following Saturday as a make-up day, the determination of whether a Contractor is unable to perform the affected work operation(s) shall be made jointly between that Contractor and the Union and the Union's agreement shall not be unreasonably withheld. An individual employee shall not be penalized for inability to work a Saturday make-up day. It shall be the employee's responsibility to notify the Employer and Union involved that they will not be working that day.

## 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 as are contained in the applicable Schedule A) in a ratio not to exceed 33% (3 to 1) of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage, in which case that will apply. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The Local Unions shall maintain sufficient apprenticeship slots to meet Project Work needs.



All Contractors performing Project Work shall have access to the Unions' apprenticeship programs and, thus, be allowed the use of apprentices.

## **SECTION 2. DEPARTMENT OF LABOR**

To assist the Contractors in attaining a maximum effort in connection with Project Work, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year, minority or women apprentices subject to the provisions for the process for referrals contained in Article 4, Section 2. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

## **ARTICLE 14 - SUBCONTRACTING**

No Contractor or subcontractor will subcontract any Project Work except to a person, firm or corporation who is or agrees to become party to this Agreement. Any Contractor or subcontractor working on the Project shall, as a condition to working on said Project, sign a Letter of Assent and perform all Project Work under the terms of this Agreement, including Article 4 which requires that all workers used for Project Work be represented by the Local Unions signatory to this agreement. Project Work may be contracted/subcontracted to any Contractor or subcontractor who is or agrees to become party to this Agreement.

## **ARTICLE 15 - HELMETS TO HARDHATS**

### **SECTION 1.**

The Contractors and the Unions also 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 its a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

## **SECTION 2.**

The Contractors and the Unions 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.

### **ARTICLE 16 - SAFETY PROTECTION OF PERSON AND PROPERTY**

#### **SECTION 1. SAFETY AND SECURITY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA and GC mandated Project Safety Program requirements, are at all times maintained and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner, subject to required security and badging protocols, and protect themselves and the property of the Contractor and DASNY from injury or harm. Failure to do so may be grounds for discipline, including discharge.

#### **SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times also be bound by the reasonable safety, security, and visitor rules as established by the GC, Contractors, and/or DASNY. Such rules will be published and posted in conspicuous places throughout the work site.

#### **SECTION 3. INSPECTIONS**

The Contractors and GC retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

### **ARTICLE 17 - 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 race, color, religion, sex, national origin, marital status, age, union or non-union status, or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by mutual agreement among Contractors and Local Unions and the New York State Department of Labor for the training and employment of

persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

## SECTION 2. LANGUAGE OF AGREEMENT

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

## ARTICLE 18 - WORKING CONDITIONS

### SECTION 1. PROJECT RULES

The GC and/or the Contractors shall establish from time to time such reasonable work rules (which may include pre-hire and post-hire drug testing rules) as are appropriate for the good order of the Project Work. These rules will be explained at the pre-job conference (if then existing) and posted at the site and may be amended thereafter as necessary. Failure to 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.

Subject to the discretion and control of the Contractor(s):

- a. As required by the National Labor Relations Act, as amended, there shall be no featherbedding.
- b. Foremen and stewards will perform work as directed by the Contractor(s).
- c. There will be no non-working stewards.
- d. There shall be no stand-by electricians unless requested by Contractor.
- e. There will be no stand-by personnel for mechanical systems unless requested by the Contractor(s) or DASNY.

## **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, parking, 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. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

## **ARTICLE 19 - COOPERATION**

To the extent permitted by law, the parties intend for the provisions of this Agreement to control in the event of a conflict between this Agreement and any provision of New York State Labor Law. Towards that end, the GC, Contractors and the Unions will cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## **ARTICLE 20 - SAVINGS AND SEPARABILITY**

### **SECTION 1. THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either on an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In

such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts or work already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

## **SECTION 2. THE BID DOCUMENTS**

In the event that the DASNY's bid documents, or any other action taken by the DASNY or the GC, requiring that a successful bidder or other recipient of Project Work become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, then such specification or other action, and with it Article 2, Section 6, shall be rendered, temporarily or permanently, null and void. In such event, this Agreement shall remain in full force and effect to the extent allowed by law for contracts or work already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court 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 DASNY, the GC, any Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court order, injunction or determination, Project bid documents will be issued in conformance with court orders then in effect and no retroactive payments or other retroactive action will be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification issued unless those bid documents have been enjoined or otherwise ruled unlawful, in which case the award, if any, shall be based on the specification as modified to meet any applicable court order.

## **SECTION 4. NON-WAIVER**

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

## **ARTICLE 21 - FUTURE CHANGES IN SCHEDULE AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

A. To the extent applicable to the Project Work, Schedule A to this Agreement shall continue in effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the GC in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project Work, and their effective dates. Such changes, including changes in wage and benefit/supplement rates, shall only be effective to the extent consistent with this Agreement.

B. It is agreed that any provisions negotiated into Schedule A will not apply to work on this Project if such provisions are less favorable to Project Work than those uniformly required of Contractors for construction work, other than Project Work, normally covered by those agreements; nor shall any provision be recognized or applied to 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 Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out with respect to Project Work affecting a Local Union during the course of such renegotiations.

## **ARTICLE 22 - WORKERS' COMPENSATION ADR**

The parties agree that the GC may implement a Workers' Compensation Alternative Dispute Resolution program which is consistent with Section 25 (2-C) of the New York Workers' Compensation Law. The final terms of the program shall be determined by the GC, after consultation with the Union. If the GC is not satisfied with the cost savings to be generated by such a program, it may, in its discretion, decline to implement, or at any time after implementation decline to continue, that program.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Name/Title)

**FOR THE BUILDING & CONSTRUCTION TRADES  
CENTRAL AND NORTHERN NEW YORK BUILDING CONSTRUCTION TRADES  
COUNCIL**

BY: *[Signature]*  
(Name/Title)

**FOR THE LOCAL UNIONS**

INTERNATIONAL HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 30

BY: *[Signature]* Business Manager  
(Name/Title)

BOILERMAKERS LOCAL NO. 5

BY: *[Signature]*, ABM  
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 2

BY: *Luke P. Brennan*, Field Rep.  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL NO. 440

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 190

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: *Thomas H. Hylle Dittlinger*  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: *Thomas H. Hylle Dittlinger*  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 112

BY: *Dave E. Cooper / BUSINESS MANAGER*  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: *[Signature] B.M.*  
(Name/Title)



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL NO. 440

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 190

BY: ~~\_\_\_\_\_~~ <sup>Business Manager</sup>  
(Name/Title) Anthony Frosina - Business Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: ~~\_\_\_\_\_~~ <sup>Business Manager</sup>  
(Name/Title) Thomas H. Keane - Business Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: ~~\_\_\_\_\_~~ <sup>Business Manager</sup>  
(Name/Title) Thomas H. Keane - Business Manager

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 112

BY: \_\_\_\_\_  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: ~~\_\_\_\_\_~~ <sup>Business Manager</sup>  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: Oliver M. [Signature] / [Signature]  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL NO. 440

BY: [Signature] / BM  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 190

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: [Signature] Dist 575  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: [Signature] Dist 575  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 112

BY: \_\_\_\_\_  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: [Signature] B.M.  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: [Signature] BM  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO. 294

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: James Hayes - B M  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS

BY: \_\_\_\_\_  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: \_\_\_\_\_  
(Name/Title)

EASTERN MILLWRIGHT REGIONAL COUNCIL, MILLWRIGHT LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: \_\_\_\_\_  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO 9

BY: Paul Brown  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO. 294

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS

BY: Mark D. Davis DC#4 Regional Business Rep  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS

BY: Mark D. Davis DC#4 Regional Business Rep  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: J. L. [Signature] Business Agent  
(Name/Title)

EASTERN MILLWRIGHT REGIONAL COUNCIL, MILLWRIGHT LOCAL UNION 1163

BY: [Signature] Council Rep  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: [Signature] Council Rep.  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO. 111

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO. 294

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: *James Hayes B.M.*  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS

BY: \_\_\_\_\_  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: \_\_\_\_\_  
(Name/Title)

EASTERN MILLWRIGHT REGIONAL COUNCIL, MILLWRIGHT LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: \_\_\_\_\_  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO. 111

BY: \_\_\_\_\_  
(Name/Title)

PLASTERERS & CEMENT MASONS LOCAL NO. 9

BY:

*Paul Brown*

(Name/Title)

*BUSINESS*

*Mason Greg*

**SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS**

**SCHEDULE B – LETTER OF ASSENT**

This is to certify that the undersigned Contractor:

1. has examined a copy of the Project Labor Agreement negotiated with the Central and Northern New York Building and Construction Trades Council, AFL-CIO and the signatory Unions for use on the CNY Psychiatric Center Renovation Project;

2. on behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made hereto;

3. has no commitments or agreements which would preclude its full compliance with the terms and conditions of this Project Labor Agreement; and

4. agrees to secure from any contractor(s) which is or becomes a subcontractor(s), a duly executed Letter of Assent in a form identical to this document prior to commencement of any work.

Name of Contractor:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE C – PRE-JOB QUESTIONNAIRE**

**RENOVATIONS FOR THE CENTRAL NEW YORK PSYCHIATRIC CENTER**

**PROPOSED TRADE ASSIGNMENTS  
PRE-JOB CONFERENCE**

**TO:** Central and Northern New York Building and Construction Trades  
Council

**CLIENT:** DASNY

**ADMINISTRATOR:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT#:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

**PURPOSE:** To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

**MEETING PLACE:** TBD  
(XXX) XXX-XXXX Office  
(XXX) XXX-XXXX Fax

**MEETING DATE:** \_\_\_\_\_

**RESPONSE DATE:** \_\_\_\_\_

**MEETING DATE:** \_\_\_\_\_

**\*\* PLEASE TYPE IN ALL INFORMATION \*\***

**1. SCOPE OF WORK:**

**2. ESTIMATED WORK SCHEDULE:**

**Approximate Commencement Date:** \_\_\_\_\_

**Approximate Completion Date:** \_\_\_\_\_

**3. ADDRESSES:**

**Job Location:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Company's Local Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Trust Fund Billing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. CONTRACTOR PERSONNEL:**

**Project Manager:**

Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_  
Fax Telephone # \_\_\_\_\_

**Superintendent:**

Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_  
Fax Telephone # \_\_\_\_\_

**Safety Representative:**

Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_  
Fax Telephone # \_\_\_\_\_

**Drug Test Result Coordinator: (List in order of contact priority)**

Name of First Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

Name of Second Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

Name of Third Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

**Dispatch Contact Personnel:** The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

**5. WORKFORCE PROJECTIONS:**

**Workforce Objectives:**

CRAFT	PEAK No.	AVG No.	TOTAL HOURS
Asbestos Workers			
Boilermakers			
Bricklayers			
Carpenters			
• Carpenters			
• File Drivers			
• Millwrights			
Cement Masons			
Electrical Workers (Inside Wiremen)			
Elevator Constructors			
Glaziers			
Insulators			
Ironworkers			
• Structural			
• Rebar			
Laborers			
Operating Engineers			
• Op. Engineers			
• Op. Engineers Technical			
Painters			
Pipefitters/Plumber			
Plasterers			
Roofers			
Sheetmetal Workers			
Teamsters			

**6. OPERATIONAL INFORMATION**

**Shift Schedule:** AM \_\_\_\_\_ to PM \_\_\_\_\_

**Number of Shifts:** \_\_\_\_\_

**Pay Day:** Thursday

**End of Pay Period:** \_\_\_\_\_

**First Aid Facilities:** Kits \_\_\_\_\_

**Sanitary Facilities:** Portable \_\_\_\_\_

**Job Site Telephone Number:** \_\_\_\_\_

**Job Site Fax Number:** \_\_\_\_\_

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: \_\_\_\_\_

CONTRACT # \_\_\_\_\_

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 10, Section 10.4.

**Asbestos Workers:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Boilermakers:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bricklayers:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Carpenters:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cement Masons:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Electrical Workers (Inside Wiremen):** \_\_\_\_\_

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**Electrical Workers (Outside Line):** \_\_\_\_\_

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**Electrical Constructors:** \_\_\_\_\_

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**Glaziers:** \_\_\_\_\_

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**Insulators:** \_\_\_\_\_

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**Ironworkers (Structural):** \_\_\_\_\_

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**Ironworkers (Rebar):** \_\_\_\_\_

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**Laborers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Millwrights:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Operating Engineers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Painters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Pile Drivers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Asbestos Workers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Pipefitters/Plumbers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Plasterers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Roofers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sheetmetal Workers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Teamsters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Road Sprinkler Fitters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

EQUIPMENT:

CRAFT:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

7. \_\_\_\_\_

\_\_\_\_\_

8. \_\_\_\_\_

\_\_\_\_\_

9. \_\_\_\_\_

\_\_\_\_\_

10. \_\_\_\_\_

\_\_\_\_\_

11. \_\_\_\_\_

\_\_\_\_\_

12. \_\_\_\_\_

\_\_\_\_\_

13. \_\_\_\_\_

\_\_\_\_\_

**TOOLS-OF-THE-TRADE:** (Part-time use -- lo listing of craft is necessary)

**EQUIPMENT:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**EQUIPMENT:**

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

## SCHEDULE D - SIDE LETTER OF AGREEMENT

To the Project Labor Agreement Covering the  
Renovations for the Central New York Psychiatric Center

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement covering the Renovations for the CNY Psychiatric Center ("PLA"), entered into on the \_\_\_ day of \_\_\_\_\_, 2020, to the same extent as if incorporated therein.

### REFERRALS FOR SUBCONTRACTORS WORKING AS APPROVED M/WBE AND SDVOB BUSINESSES

To the full extent permitted by law, a Contractor or Subcontractors who have been identified as a New York State certified MBE, WBE, or SDVOB Contractors or Subcontractors but who are not signatories to a collective bargaining agreement in Schedule A may hire one (1) journeyman employee referred by the affected trade or craft, and then may hire two core employees who are employed by the Contractor or Subcontractor. Thereafter, the process would be one (1) journeyman employee referred by the affected trade or craft, and then one (1) core employee who is employed by the Contractor or Subcontractor, and that process shall be repeated, one and one, as necessary. This special provision shall apply up to the total percentage goal of such MBE, WBE and SDVOB participation, which shall be a combined 36% (18% MBE, 12% WBE, 6% SDVOB). For purposes of applying this exemption to individual Subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the MBE/WBE goals. This provision will not be used if the resulting participation totally excludes or completely prevents a building trades craft discipline from participating with any particular Subcontractor with respect to Covered Work for that trade. Any excluded Subcontractor has the option of using the hiring hall referral procedure of Article 4, Section 2.

In addition, and notwithstanding Article 11, Section 2A of the PLA, Subcontractors exempt under the above provision shall also have the option to elect to satisfy the benefit obligations of the PLA with respect to their existing employees by electing to pay into one or more of the applicable jointly trusteed funds designated on Schedule A or by paying those employees an equivalent amount in cash, to the extent otherwise permitted by Section 220. This option for a cash equivalent shall not apply to contributions into JATC or similar apprentice funds designated on Schedule A. In the event payments are made in cash in lieu of benefit coverage, employees will be required to sign the attached waiver.

Any disputes arising under this Side Letter of Agreement are subject to Article 7 (Work Stoppages and Lock Outs) and Article 9 (Grievance and Arbitration Procedure) of the PLA.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Name/Title)

**FOR THE BUILDING & CONSTRUCTION TRADES  
CENTRAL AND NORTHERN NEW YORK BUILDING CONSTRUCTION TRADES  
COUNCIL**

BY: Sherry J. A.  
(Name/Title)

**FOR THE LOCAL UNIONS**

INTERNATIONAL HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 30

BY: William D. Brown, Manager  
(Name/Title)

BOILERMAKERS LOCAL NO. 5

BY: Mr. R. M. [Signature]  
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 2

BY: Luke P. Romano Jr. Field Rep.  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL NO. 440

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 190

BY: *[Signature]* *Bus mng.*  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: *[Signature]* *Dist 545 mng.*  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: *[Signature]* *Dist 545 mng.*  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 112

BY: \_\_\_\_\_  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: *[Signature]* *OM*  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL NO. 440

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 190

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: *William R. Hays*  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: *William R. Hays*  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 112

BY: *Don J. Cochran* / BUSINESS MANAGER  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: *[Signature]*  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: Don McLaughlin / Business Manager  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL NO. 440

BY: Paul Hill / BM  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 190

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: Thomas H. Kelly / Dist 54B Eng'r.  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: Thomas H. Kelly / Dist 54B Eng'r.  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 112

BY: \_\_\_\_\_  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: Gary Lewis / B.M  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: [Signature] / BM  
(Name/Title)



INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO. 294

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: James Hagen B.M.  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS

BY: \_\_\_\_\_  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: \_\_\_\_\_  
(Name/Title)

EASTERN MILLWRIGHT REGIONAL COUNCIL, MILLWRIGHT LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: \_\_\_\_\_  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO. 111

BY: Paul Brown  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO. 294

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS

BY: Mark J. Dennis DC#4 Regional Business Rep  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS

BY: Mark J. Dennis DC#4 Regional Business Rep  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: [Signature] Business Agent  
(Name/Title)

EASTERN MILLWRIGHT REGIONAL COUNCIL, MILLWRIGHT LOCAL UNION 1163

BY: [Signature] Council Rep  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: [Signature] Council Rep.  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO. 111

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO. 294

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: *James Hagan B.M.*  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS

BY: \_\_\_\_\_  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: \_\_\_\_\_  
(Name/Title)

EASTERN MILLWRIGHT REGIONAL COUNCIL, MILLWRIGHT LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: \_\_\_\_\_  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO. 111

BY: \_\_\_\_\_  
(Name/Title)

PLASTERERS & CEMENT MASONS LOCAL NO. 9

BY: Matthew BUSINESS  
(Name/Title) MANAGER

**SCHEDULE E - WAIVER OF EMPLOYEE BENEFIT CONTRIBUTIONS**  
**FOR EMPLOYEES OF SUBCONTRACTORS WORKING AS**  
**APPROVED M/WBE BUSINESSES (SCHEDULE D)**

Concerning the Project Labor Agreement Covering  
the Renovations on the CNY Psychiatric Center

Notwithstanding the provisions of Article 11, Section 11.2 of the Project Labor Agreement covering the Renovations on the CNY Psychiatric Center, I am hereby waiving the right to payment on my behalf of contributions into one or more of the applicable jointly trusteed funds designated on Schedule A and, in lieu of such payments and benefit coverage, am requesting and directing that I receive an equivalent amount of such benefit payments in the applicable Jointly Administered Fund.

Date: \_\_\_\_\_