

**COUNTY OF WESTCHESTER
NEW YORK**

DIVISION OF ENGINEERING

ADDENDUM NO. 2

CONTRACT NO. 15-553

**NEW BATHHOUSE FACILITY
CROTON POINT PARK
CROTON-ON-HUDSON, NEW YORK**

The attention of the bidder is directed to the following changes, additions, and/or substitutions affecting the above referenced contract.

I. RE: INFORMATION FOR BIDDERS Project Labor Agreement & Form:

Item A: Add the following document to the 'Information For Bidders' section.

The document is attached after the Addendum pages. The Document is titled:

**PROJECT LABOR AGREEMENT
(Contract No. 15-553)
COVERING
CONSTRUCTION PERFORMED
ON BEHALF OF
WESTCHESTER COUNTY, NEW YORK**

II. RE: THE SPECIFICATIONS:

**Item A: Specification Section: 011000 Description of the Work:
Paragraphs: 9. & 10.:**

Delete the following sentences & paragraphs:

9. Install new water service to bldg, back-flow preventer, rough piping and plumbing fixtures. Perform connection of sanitary to existing manhole on site.
~~Provide supplemental hot water heater to assist solar hot water system.~~
10. ~~Install solar hot water heating system comprising roof solar panels, storage tanks, circulating pump and related piping. Connect to building plumbing system and supplemental hot water heater. Solar hot water heating system shall be furnished and installed by a proprietary vendor within the general contract of this project.~~

Insert the following sentences & paragraphs:

9. Install new water service to bldg, back-flow preventer, rough piping and plumbing fixtures. Perform connection of sanitary to existing manhole on site.
Provide electric hot water heater for general hot water service.
10. Install photo voltaic roof solar panels & all related roof mounts & wiring. Connect to building electrical panel & inverter as described in the electrical documents. Photo voltaic solar panel system shall be furnished and installed by a proprietary vendor within the general contract of this project.

Item B: Specification Section: 015000 Temporary Facilities:

1. In 015000 Temporary Facilities 1.13 A. Construction fencing spec is calling for a permanent fence. Is this going to be a permanent fence? As specified, this fence cannot be rented and will add extra cost to project. Please advise.

Construction fencing shall be temporary for the duration of the construction project. Fencing shall be secured, per specifications: at paved areas: weighted sandbags, & in grass areas, posts penetrate ground approx. 2'-0".
Fencing shall be stable & secure for duration of the project, & shall be completely removed upon completion.

Add the following:

Fencing shall receive a standard dense black fabric mesh as a visual barrier.
Secure mesh to fence with plastic ties.

Item C: Specification Section: 074116 Metal Roofing:

1. Spec section 074116, paragraph 2.1.B calls for the curved metal roof panels to be made from .050" aluminum. Our manufacturers do not offer an .050" alum panel curved to that tight of a radius. We can get these panels in either .032" or .040" aluminum. Will this be an acceptable change ?

Yes. The curved roof panels may be formed & rolled from 0.040".

Item D: Specification Section: 092800 Metal Wall & Ceiling Panels:

1. In spec section 092800 Rigidized Metals Corporation or Honey Comb Panels USA cannot meet specs. Please advise.

Specification Section: 'Products: 2.1 Aluminum Sandwich panels:.

B.:

All panels shall have aluminum sheet faces of 0.080" thick, faced both sides.
Panel depth shall be 3" thick at all ceiling applications at: Lifeguard Rm.,
First Aid Rm., Police Station & Family Bathrooms.
Panel depth shall remain as 2" thick at all vertical closure & plumbing
chase closure applications.

C.:

Panels shall be capable of supporting a 250 lb. concentrated load at mid-span of a
12'-0" long x 2'-0" wide horizontal panel.

2. Can you please provide a manufacturer for the C and H channels that are holding up the Metal Ceiling Panels, the specified manufacturer of the metal panels does not seem to provide these.

An alternate company that is capable of furnishing all the panels, 'C' & 'H' connectors,
& paint coatings from a single source is:

Kerr Panel Manufacturing
6125 E. 56th Ave, Suite C
Commerce City CO, 80022
TEL: (303) 288-4534 Ext. 104
Kerrpanel.com
Attn.: Haley Kerr: 'haley@kerrpanel.com'

Item E: Specification Section: Electrical:

1. No Fire Alarm Design nor Equipment Brand is listed.
Only a Fire Alarm wiring Spec is given.

There is no fire alarm work in this project.
Disregard any reference to fire alarm wiring.

III. RE: THE DRAWINGS:

Item A: Dwg's: 'D-101', 'L-101', 'A-502':

1. Drawing D-101 In reference to notes: Selective Demo for Sanitary Waste, it shows the existing Slab being saw cut in designated areas to install new underground sanitary waste. The prints do not represent all of the new underground plumbing. Example, trench cuts do not include branch lines for floor drains or shower drains. There is no cut out for the sink drain in the Police station.

The ex'g. slab will be topped with a new 8" conc. slab.
The shower drains & floor drains are specified with a very shallow elbow that will
allow the pipe to reside within the new 8" slab topping.
The 8" slab topping depth will also allow the drain piping from, showers, floor drains

& the First Aid Rm. sink to reside within the slab depth & maintain pitch.
The 'cut-outs' shown on the south side are where the 3" & 4" sanitary waste pipes begin to go beneath the original slab & thru the ex'g. foundation walls, to be collected into the 6" sanitary main outside the bldg. perimeter.

2. Can I assume that the saw cutting, excavation, backfill and patching will be done by the GC?

The saw-cutting & patching is shown on the GC's dwg. 'D-101' & 'L-101'.
GC shall excavate, trench, install bedding for pipes, backfill & compact as per details: dwg.: 'A-502'.

Item B: Dwg.: 'L-101':

1. Is the GC responsible for hiring the archeologist? Also are we responsible for the additional digging that is to take place under the Archeological Notes on L-101? Please advise.

Yes... The GC shall hire an Archeologist.
The 'Archeological Notes' describe 120 c.f. total of investigatory hand digging 'pits'.
The GC shall perform the hand digging. Each 'pit' shall be approx. 2 c.f.
The Archeologist shall for each pit:
Record location & depth of the pit, Screen sift the earth removed to look for artifacts,
Photo, record, bag & label any artifacts & Record the soil types & layers.

Item C: Dwg.: 'A-301':

1. Drawing A-301 section notes states that CMU block is glazed,
Drawing A101 Paint schedule says interior block to be painted code "E".
Please clarify.

There is no glazed block on the project.
All conc. block interior exposed surfaces shall receive:
block filler & epoxy top coats per specification: 'Paint System 'E'.

Item D: Dwg.: 'P-101':

1. Is the GC doing all the interior demo for plumbing and mechanical?
Our drawings do not reflect water, waste and vent piping, nor do the drawings show duct work or mechanical equipment. Please advise.

Dwg. 'P-101': Demolition Notes: describes all fixtures, fittings, above ground piping & roughing to be demolished by the Plumbing Contractor.
The ex'g. boiler & all related flues, tanks, burners & accessories shall be demolished & removed by the Mechanical Contractor.

Item E: Dwg's: 'M-201', 'E-301':

1. Who is purchasing / supplying the Electric Baseboard Heater EH-1 which appears both on the electrical drawings and the mechanical drawings (mechanical room) but does not appear on either equipment schedules. Neither does it appear in the spec book. Please advise.

Electric Baseboard Heater EH-1 is specified on dwg.: 'M-001': 'Equipment Notes:'.
The heater will be furnished & installed by the Mechanical Contractor.
It will be wired by the Electrical Contractor.

Item F: Dwg's: 'A-503' Detail '2': Panel Ceiling: Family Bathrooms:

Scale of this plan & detail is: 3/4" = 1'-0" (not 1/4" as indicated)

ALL PROVISIONS OF THE CONTRACT NOT AFFECTED BY THE FOREGOING SHALL REMAIN IN FULL FORCE AND EFFECT.

COUNTY OF WESTCHESTER
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

By: Hugh J. Greechan, Jr., PE
Commissioner

Dated: 7/22/21
WHITE PLAINS, NEW YORK

PROJECT LABOR AGREEMENT

(Contract No. 15-553)

COVERING

CONSTRUCTION PERFORMED

ON BEHALF OF

WESTCHESTER COUNTY, NEW YORK

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**PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION WORK PERFORMED
ON BEHALF OF WESTCHESTER COUNTY, NEW YORK**

ARTICLE 1 - PREAMBLE

WHEREAS, {*Insert Name of Contractor*} (the “Contractor”) on behalf of itself, and reflecting the objectives of the owner, **Westchester County, New York** (the “County”), desires to provide for the efficient, safe, quality, and timely completion of the following construction project: {*Insert Contract Title*} (the “Project”) in a manner designed to afford the lowest reasonable costs to the County and the public it represents, and the advancement of public policy objectives;

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

1. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
2. standardizing the terms and conditions governing the employment of labor on the Project;
3. permitting wide flexibility in work scheduling and shift hours and times;
4. receiving negotiated adjustments to work rules and staffing requirements from those which otherwise might control;
5. providing comprehensive and standardized mechanisms for the settlement of work disputes, including but not limited to, those relating to jurisdiction;
6. ensuring a reliable source of skilled and experienced labor;
7. furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
8. minimizing potential losses of revenues through timely completion of contracts;
9. expediting the construction process and otherwise minimizing the inconveniences of citizens of the County; and

WHEREAS, the parties desire to maximize Project safety conditions for both workers and the public;

NOW, THEREFORE, the parties enter into this Agreement:

SECTION 1 - PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) entered into by and between the Contractor, on behalf of itself and its successors, assigns and its subcontractors engaged in On-Site Project Work as defined in Article 3; and by the Building and Construction Trades Council of Westchester and Putnam Counties, New York AFL-CIO, on behalf of itself and all of its affiliated Local Unions that perform On-Site Project Work and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

Throughout this Agreement, “Council” shall refer to the Building and Construction Trades Council of Westchester and Putnam Counties, New York AFL-CIO. “Local Unions” shall refer to all of the Council’s affiliated Local Unions that perform On-Site Project Work and their members. “Contractor(s)” shall include the Contractor, all other contractors who sign a similar Project Labor Agreement in connection with the Project and their subcontractors of whatever tier, engaged in On-Site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2 - CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions is met: (1) the Agreement is signed by the Council on behalf of itself and all of its affiliated Local Unions that perform On-Site Project Work; (2) the Agreement is signed by the Contractor; and (3) the Agreement is approved by the County.

SECTION 3 - ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the Council, the Local Unions and the Contractors performing On-site Project Work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that each and every one of their subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the Contractor, on behalf of itself and its subcontractors. In the event a

Contractor desires to review the provisions of a Local Union's collective bargaining agreement, that Contractor shall request a copy of same from the Council and the Council shall provide same without delay.

SECTION 4 - SUPREMACY CLAUSE

This Agreement together with the applicable collective bargaining agreements of the Local Unions, copies of which can be obtained from the Council, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by the collective bargaining agreements of one or more of the Local Unions, the provisions of this Agreement shall prevail. It is further understood that no Contractor or subcontractor shall be required to sign any other agreement with the Council or the Local Unions as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth or referenced in this Agreement shall be binding on this Project unless endorsed in writing by the Contractor or subcontractor.

SECTION 5 - LIABILITY

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

SECTION 6 - THE COUNTY

The County requires in its bid specifications that all successful bidders become bound by and signatory to this Agreement for work within the scope of Article 3. In addition, all of their subcontracts shall provide that their subcontractors are subject to all terms and conditions set forth in this Agreement as if signatories thereto. The County is not a party to this Agreement and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County in determining which Contractors shall be awarded contracts for Project work; nor as limiting any of the rights or remedies of the County as set forth in any and all of the Contract Documents that pertain in any way to the Project. It is further understood that the County has sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project.

SECTION 7 - AVAILABILITY & APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Local Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any union. This Agreement shall not apply to the work of any contractor or subcontractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THIS AGREEMENT

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

SECTION 1 - THE WORK

This Agreement shall only apply to On-Site Project Work performed in connection with the Project.

“On-Site Project Work” shall be defined to include Project work performed at the Project site and preparation and staging areas located within 15 miles of the Project site.

SECTION 2 - EXCLUDED EMPLOYEES

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

- a) Superintendents, supervisors (excluding field engineers/supervisors, general and forepersons specifically covered by a Local Union’s collective bargaining agreement), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;
- b) Employees of the County, or of any State agency, authority or entity or employees of any municipality or other public employer;
- c) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major

construction materials including fill, ready mix concrete, asphalt and sub-base stone/gravel materials which are covered by this Agreement;

- d) Employees of the Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e) Employees engaged in on-site equipment maintenance/warranty work. When a Contractor has on site an employee already certified by the relevant manufacturer to make warranty repairs on that Contractor's equipment, that employee shall be used; when a Contractor has on site an employee already qualified to make warranty repairs, although not certified by the equipment manufacturer to do so, that employee shall be used to make repairs working under the direction of a manufacturer certified warranty representative. Notwithstanding the foregoing, if a Contractor, in order to satisfy the warranty requirements of a manufacturer must utilize a person or entity designated by the manufacturer, it may do so without coverage under this Agreement;
- f) Employees engaged in laboratory or specialty testing or inspections whether on or off-site.
- g) Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- h) Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads.

SECTION 3 - NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractors which do not perform work at this Project. 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 the County and the Contractors. This Agreement shall further not apply to the County or any other state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the County or its employees or any other state authority, agency or entity and its employees from performing on or off-site work related to the Project.

SECTION 4 - COUNTY LIABILITY

The County shall not be liable, directly or indirectly, to any party for any act or omission of the Contractor, any other contractors or subcontractors, the Council or Local Unions, including but not limited to, any violation or breach of this Agreement by any of the aforementioned.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1 - PRE-HIRE RECOGNITION

The Contractors recognize the Local Unions as the sole and exclusive bargaining representatives of all trade employees who are performing On-Site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2 - UNION'S REFERRAL

- A. The Contractors agree to hire trade employees covered by this Agreement through the job referral system and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B below) established in the collective bargaining agreements of the applicable Local Unions listed in Schedule A. Notwithstanding this, the Contractors shall have the sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid off (except as provided in Article 5, Section 3); and to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Local Union's collective bargaining agreement. 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 applicable Local Union of trade employees hired within its jurisdiction from any source other than referral by the Local Union.
- B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for On-Site Project Work and who meet the following qualifications as determined by a committee of 3 persons (the "Committee") designated, respectively, by the applicable Local Union, the Contractor and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:
1. possess licenses required by New York State law for the On-Site Project Work to be performed by that individual;
 2. have worked a total of at least 1000 hours in the applicable construction trade 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;
 4. have demonstrated ability to safely perform the basic functions of the applicable trade.
- C. No more than 12 per centum of the employees covered by this Agreement, per Contractor by trade, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).
- D. The Committee may also allow a Contractor, subject to the above per centum, to employ apprentice equivalents to afford an opportunity to minority, women or economically disadvantaged persons for entry into the construction industry outside of the formal apprenticeship program.

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 AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the County's Project specifications, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5 - CROSS AND QUALIFIED REFERRALS

The Local Union 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 trade employees to fulfill the requirements of the Contractor.

SECTION 6 - UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Local Unions' collective bargaining agreements as amended from time to time, but only for the period of time during which they are performing On-Site Project Work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the applicable Local Union which represents the trade in which the employee is performing On-Site Project Work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7 - TRADE FOREPERSONS AND GENERAL FOREPERSONS

- A. The selection of trade forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Local Union's collective bargaining agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Trade forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing Local Union's collective bargaining agreement prohibits a foreperson from working when the tradepersons he is leading exceed a specified number.
- B. There will be no non-productive employees of any title on the Project.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1 - LOCAL UNION REPRESENTATIVE

Each Local Union representing employees who perform On-Site Project Work shall be entitled to designate in writing (copy to Contractor) one representative, and/or the Business Manager, who shall be afforded access to the Project. The Contractor shall provide a copy of such notification to each of its subcontractors.

SECTION 2 - STEWARDS

- A. Each Local Union shall have the right to designate a working journeyman as a Steward and an alternate, and shall notify the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will

receive the regular rate of pay for their trade classifications. There will be no non-working Stewards on the Project.

- B. In addition to their work as employees, Stewards shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor, and, if applicable, subcontractors of the 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 except pursuant to a provision in a Local Union's collective bargaining agreement providing procedures for the equitable distribution of overtime.

SECTION 3 - LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Local Union's collective bargaining agreement, such provisions 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, the Contractor retains full and exclusive authority for the management of the Project 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, and layoff of its employees; the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project 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, 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 upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the trade having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not On-Site Project Work.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1 - NO STRIKES - NO LOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Local Union or employee against any Contractors or employer while performing On-Site Project Work. There shall be no other Local Union, or concerted or employee activity which disrupts or interferes with the operation of the Contractors or the County. Failure of any Local Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the On-Site Project Work shall be deemed a violation of this Article. There shall be no lockout at the Project by any Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction for the duration of this Agreement.

SECTION 2 - DISCHARGE FOR VIOLATION

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

SECTION 3 - NOTIFICATION

If the Contractor contends that any Local Union has violated this Article, it will notify the President of the Council advising of such fact, with copies of the notification to the Local Union. The President of the Council shall instruct, order and otherwise use its best efforts to cause the employees and/or the Local

Unions to immediately cease and desist from any violation of this Article. The Council, in complying with these obligations, shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4 - EXPEDITED ARBITRATION

Any Contractor or Local 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 the American Arbitration Association to appoint an Arbitrator under this expedited arbitration procedure. 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 Union, the Council, and the Contractor.
- B. Upon appointment in accordance with the rules and regulations of the American Arbitration Association for an expedited arbitration proceeding, the Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, and the Council hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the Council required by Section 3, above.
- C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, the involved Local Union and the Council. 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 Local Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and the Local 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 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement, together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Local Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's award as issued under this expedited procedure, the involved Local 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 Local Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Local Union.

SECTION 5 - ARBITRATION OF DISCHARGES

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 (the "Labor Management Committee") will meet on a regular basis to: 1) promote harmonious relations among the contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project; and 6) discuss such other matters as may be desirable or necessary in furtherance of the expeditious completion of the Project.

SECTION 2 - COMPOSITION

The Labor Management Committee shall be composed of one designee each of the Council, the Contractors and the Local Unions involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1 - PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

Step 1:

- (a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 14 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 14 calendar days after a timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 14 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Contractor as creating a precedent.
- (b) Should any Contractor or Local Union have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other Contractor or Local Union and after conferring a settlement is not reached within 14 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the Council and the involved Contractor, shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

- (a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the American Arbitration Association. The Labor Arbitration Rules of the American Arbitration Association shall govern the appointment and conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration shall be borne equally by the involved Contractor and Local Union.
- (b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Contractor and the involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2 - LIMITATION AS TO RETROACTIVITY

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

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1 - NO DISRUPTIONS

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

SECTION 2 - ASSIGNMENT

All On-Site Project Work assignments shall be made pursuant to law.

SECTION 3 - PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

- A. Any Local Union having a jurisdictional dispute with respect to On-Site Project Work assigned to another Local Union will submit the dispute in writing to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“the Plan”) within 72 hours and send a copy of the letter to the Local Union and the International Union involved, the President of the Council, the County and the Contractor involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the Contractor involved, the Local Unions involved and the President of the Council for the purpose of resolving the jurisdictional dispute.
- C. If the dispute remains unresolved after this meeting, the parties will proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan.
- D. The Arbitrator will render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a full written decision to follow within 30 days of the close of the hearing.
- E. This Jurisdictional Dispute Resolution Procedure will only apply to On-Site Project Work performed by Local Unions. A representative of the County and the International Union involved may also attend the meeting.
- F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.
- G. Copies of the Plan will be provided by the Council upon request.

SECTION 4 - AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent

jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the involved Contractors shall be considered parties in interest.

SECTION 5 - LIMITATIONS

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the involved Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6 - NO INTERFERENCE WITH WORK

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

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1 - CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the applicable Local Unions' collective bargaining agreements, as they may be amended during the term of this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may differ from the applicable collective bargaining agreements. Parties to such agreements shall be the Contractor involved, the involved Local Unions and the Council.

SECTION 2 - EMPLOYEE BENEFIT FUNDS

The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amount designated in the appropriate Local Unions' collective bargaining agreements; provided, however, that the involved Contractors and the Local Unions agree that

only such bona fide employee benefits as are explicitly required under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the Contractors on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans.

The Contractors agree to be bound by the written terms of the legally-established Local Union collective bargaining agreement and/or 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 work done on this Project and only for those employees to whom this Agreement requires such benefit payments. Copies of such Trust Agreements will be provided by the Council upon request.

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

SECTION 1 - WORK WEEK AND WORK DAY

- A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
 - i.) Five-Day Work Week: Monday-Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
 - ii.) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.
- B. The day shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:00 p.m. and 7:30 p.m. Starting and quitting times shall occur at the staging areas as may be designated by the Contractor.
- C. Scheduling – The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with the Project requirements, the Project schedule and minimization of interference. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of On-Site Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the involved Local Unions on a trade-by-trade basis, schedule work on Friday (where on four 10s) or Saturday (where on five 8s) during that calendar week in which a work day was lost, at straight

time pay, provided that the employees involved work a total of 40 hours or less during that work week. When conditions on the Project cause the Contractor to stop work or be unable to commence work on the day in question, the Contractor will notify the Local Unions and the employees at that time that Friday or Saturday, as the case may be, will be a make-up day for the affected operation(s) and the Friday or Saturday work will then be at straight time for the day or any portion of the work day that work was stopped. The balance of the day on Friday or Saturday, if any, will be at time and one-half (1/2) the straight time rate of pay. If the Contractor seeks to cancel a day's work in advance of that day and to schedule the following Friday or Saturday as a make-up day, the determination of whether the Contractor is unable to perform the affected work operation(s) shall be jointly made between the Contractor and the involved Local Unions, the Local Unions' agreement not to be unreasonably withheld.

- D. Notice – Contractors shall provide not less than five (5) days prior notice to the Local Unions as to the work week and work hours scheduled to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2 - OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in Paragraph A above, shall be paid in accordance with the applicable Local Unions' collective bargaining agreements. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who work. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3 - SHIFTS

- A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Contractor and/or subcontractor, and must be scheduled with not less than five work days notice to the Local Union.
- B. Second Shift - The second shift (starting between 2 p.m. and 8 p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period. Where specifically required by the applicable Local Unions' collective bargaining agreements, employees on second shift, where there are no first shift employees scheduled for that trade, will be paid at time and one-half rates

for such second shift work, but without any shift differential. In all other cases, the first sentence of this paragraph B shall apply.

- C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.
- D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.

SECTION 4 - HOLIDAYS

- A. Schedule - There shall be eight (8) recognized holidays on the Project:

New Year's Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	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 Sunday shall be observed on the following Monday.

- B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Local Unions' collective bargaining agreements.
- C. Exclusivity - No holidays other than those listed in paragraph A above shall be recognized nor observed.

SECTION 5 - REPORTING PAY

- A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Local Unions' collective bargaining agreements.
- B. When an employee, who has completed his/her 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 Local Union's collective bargaining agreement, at the employee's straight time rate.

- C. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he/she shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article, there shall be no premiums, bonuses, hazardous duty, high time or other special payment of any kind.
- E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Local Union's collective bargaining agreement requires a full week's pay for forepersons.

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 a 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.
- 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 and/or safety of employees or others, suspend all or a portion of On-Site 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 work available on the Project for which the employee is qualified and able to perform.

SECTION 9 - TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 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 trades. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Local Union's collective bargaining agreement.

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.

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 trade entry opportunities for minorities and women, Contractors will employ apprentices in their respective trades to perform such work as is within their capabilities and which is customarily performed by the trade in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Local Union's collective bargaining agreement in a ratio not to exceed 25% of the work force by trade (without regard to whether a lesser ratio is set forth in the applicable Local Union's collective bargaining agreement), unless the applicable Local Union's collective bargaining agreement provides for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Local Union's collective bargaining agreement.

SECTION 2 - DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Local Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and the County 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 shall be first year minority or women apprentices as shall be 60% of the apprentice equivalents, placed on the Project, who do not necessarily meet all of the age or entrance requirements for the apprentice program or have not necessarily passed the entrance examination. The Local Unions will cooperate with the contractor requests for minority, women or economically disadvantaged referrals to meet this contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1 - SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements are at all times maintained on the Project and the employees and the Local Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractors and the County from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2 - CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3 - INSPECTIONS

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

ARTICLE 15 - NO DISCRIMINATION

SECTION 1 - COOPERATIVE EFFORTS

The Contractors and the Local Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age or

marital status in any manner prohibited by law or regulation. It is recognized that special procedures may be established by the Contractors, the 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 16 - GENERAL TERMS

SECTION 1 - PROJECT RULES

The Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

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 jurisdictions.

SECTION 3 - SUPERVISION

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

SECTION 4 - TRAVEL ALLOWANCES

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

SECTION 5 - FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6 - COOPERATION

The Contractor and the Local Unions will cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1 - THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor 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 SPECIFICATIONS

In the event that the County bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor 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 the County, the Contractors, or any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to

comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4 - NON-WAIVER

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

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE "A" COLLECTIVE BARGAINING AGREEMENTS

SECTION 1 - CHANGES TO COLLECTIVE BARGAINING AGREEMENTS

- A. The Contractors and/or Local Unions who are parties to the collective bargaining agreements which are applicable to the On-Site Project Work shall notify the Contractor in writing of any mutually agreed upon changes in provisions of such agreements and the effective dates of such changes.
- B. It is agreed that any provisions negotiated into collective bargaining agreements will not apply to On-Site Project Work if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project 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 application to On-Site Project Work of provisions agreed upon in the renegotiation of collective bargaining agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2 - LABOR DISPUTES DURING COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

The Local Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of collective bargaining agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE 19 – WORKERS’ COMPENSATION ADR

All Local Unions, the Contractor and its subcontractors performing On-Site Project Work agree to adopt and be bound by the Alternative Dispute Resolution Agreement entered into between the Construction Industry Council of Westchester and Hudson Valley, Inc. and the Council (herein after referred to as the “Workers’ Compensation ADR Agreement”).

The Contractor and its subcontractors may provide Workers’ Compensation insurance through an alternative insurance carrier (or through self-insurance) or may use an alternative Program Manager, other than the primary carrier or Program Manager designated in Article III, Section 2 of the Workers’ Compensation ADR Agreement. The use of an alternative carrier (or self-insurance) and/or Program Manager is subject to approval by the Workers’ Compensation ADR Agreement Oversight Committee, which approval shall not be unreasonably withheld.

The determination to utilize the Workers’ Compensation ADR Agreement will be at the exclusive option of the County.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as the ____ day of _____, 20__.

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF
WESTCHESTER AND PUTNAM COUNTIES, NEW YORK, AFL-CIO
on behalf of itself and its affiliated Local Unions.**

BY: _____
PRESIDENT

DATE: _____

BY: _____
VICE-PRESIDENT

DATE: _____

BY: _____
SECRETARY-TREASURER

DATE: _____

{INSERT NAME OF CONTRACTOR}

BY: _____
(Name & Title)

DATE: _____

**APPROVED BY:
COUNTY OF WESTCHESTER**

BY: _____
Commissioner of Public Works and Transportation

DATE: _____

Approved as to form:

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than Officer signing agreement)

certify that I am the _____ of
(Title)

_____, a corporation duly organized and in good
(the "Corporation")

standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution
_____ of the Corporation and that said Agreement
(Title of Person Executing Agreement)

was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly
authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in
and for said State, personally appeared _____
personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and
that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted,
executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the
New York State General Business Law Section 130 has been filed as required therein.

Notary Public

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF NEW YORK)

ss:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me personally

came _____ personally known to me or proved to me on
(Name of Sole Officer)

the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as

President and Sole Officer and Director of _____
(Name of Corporation)

the corporation described in and which executed the within instrument, and acknowledged that
he/she owns all the issued and outstanding capital stock of said corporation, and that he/she
signed the within instrument on behalf of said corporation.

Notary Public

Schedule "A"

Local Collective Bargaining Agreements

Below is a list of the affiliate Local Unions of the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO ("Council"). Copies of the applicable Collective Bargaining Agreements of the Local Unions can be obtained by writing to the Building and Construction Trades Council Westchester and Putnam Counties, New York AFL-CIO at 258 Saw Mill River Road, Elmsford, New York 10523, Attn: Edward Doyle, President.

1. Asbestos Workers Local #91 (International Association of Heat and Frost Insulators and Asbestos Workers).
2. Boilermakers Local #5
3. Bricklayers and Allied Craftworkers Local #5 New York
4. Bridge Painters Local 806
5. Dockbuilders Local Union 1456
6. Empire State Regional Council of Carpenters, Reg. 2, Local 11
7. Glaziers Local 1281
8. International Association of Bridge and Structural Ironworkers Local Union 40
9. International Brotherhood of Electrical Workers Local Union 363
10. International Brotherhood of Painters & Allied Trades District Council 9 of New York
11. International Union of Operating Engineers Local 15, 15A, 15B, 15C and 15D
12. International Union of Operating Engineers Local Unions No. 137, 137A, 137B, 137C, 137R
13. Iron Workers District Council of Greater New York and Vicinity
14. IUOE Local No. 30 – Operating Engineers
15. Laborers' International Union of N.A. Local 235 of Westchester and Putnam Counties, New York AFL-CIO
16. Local One International Union of Elevator Constructors of New York and New Jersey – (AFL-CIO)
17. Local Union #3 International Brotherhood of Electrical Workers
18. Metal Polishers Local 8A-28A
19. Metallic Lathers Local No. 46
20. Millwright and Machinery Erectors Local Union No. 740
21. Operative Plasterers' and Cement Masons' International Association Local 530
22. Ornamental Ironworkers Local Union No. 580
23. Plumbers and Steamfitters Local 21
24. Resilient Floor Coverers Local No. 2287
25. Road Sprinkler Fitters Local 669
26. Sheet Metal Workers' International Association Local 137

27. Sheet Metal Workers' Local Union 38
28. Stone Derrickmen and Riggers Local Union No. 197
29. Teamsters Local 813 (Waste Removal)
30. Teamsters Local No. 814 (Moving & Storage)
31. Teamsters Local Union No. 456 (Construction)
32. Tile, Marble & Terrazzo Bricklayers & Allied Craftsmen Local Union No. 7 of New York & New Jersey
33. United Cement Masons' Union of Greater New York and Long Island Local 780
34. United Union of Roofers, Waterproofers and Allied Workers, Local No. 8, New York
35. Westchester Putnam Counties Heavy and Highway Laborers' Local No. 60 L.I.U.N.A.

Not all Local Unions will necessarily be involved in the Project. If it is determined that additional affiliates of the Council are required to be engaged in Project construction work, then the PLA will include those additional affiliates.

ACKNOWLEDGMENT

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than Officer signing agreement)

certify that I am the _____ of
(Title)

_____, a corporation duly organized and in good
(the "Corporation")

standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution
_____ of the Corporation and that said Agreement
(Title of Person Executing Agreement)

was duly signed for and on behalf of said Corporation by authority of its Board of Directors,
thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me, the undersigned, a
Notary Public in and for said State, personally appeared _____
personally known to me or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or
the person upon behalf of which the individual acted, executed the instrument; and,
acknowledged if operating under any trade name, that the certificate required by the New York
State General Business Law Section 130 has been filed as required therein.

Notary Public

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF NEW YORK)

ss:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me personally

came _____ personally known to me or proved to me on
(Name of Sole Officer)

the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as
President and Sole Officer and Director of _____

(Name of Corporation)

the corporation described in and which executed the within instrument, and acknowledged that
he/she owns all the issued and outstanding capital stock of said corporation, and that he/she
signed the within instrument on behalf of said corporation.

Notary Public