

**PROJECT LABOR AGREEMENT**  
**Covering Construction Performed on Behalf**  
**of the County of Rockland and Rockland**  
**County Building & Construction Trades**  
**Council**

**Rockland County Sheriff's Operations**  
**Building Project: Capital Project:1521**

APRIL 2024



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## **INTRODUCTION**

WHEREAS, The County of Rockland (County) acting as its own Construction Manager, desires to provide for the cost efficient, safe, quality, and timely completion of a construction project for the Sheriff's Operations Building Upgrades in a manner designed to afford the lowest costs to the County and the Public it represents and the advancement of permissible public policy objectives;

WHEREAS, this Project Labor Agreement shall 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 as to work rules and staffing requirements from those which otherwise might obtain;
5. providing comprehensive and standardized mechanisms for the settlement of work disputes, including 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;
9. expediting the construction process and otherwise minimizing the inconveniences to the citizens of the County of Rockland; and

WHEREAS, the parties desire to maximize Project safety conditions for both workers and the public;  
NOW, THEREFORE, the Parties enter into this Agreement:

## **PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement (AGREEMENT) entered into by and between the County of Rockland and its successors and assigns (COUNTY) for the Sheriff's Operations Building Upgrades project and by the Rockland County Building and Construction Trades Council, AFL-CIO (COUNCIL) (on behalf of itself and its affiliated Local Unions and their members) (LOCAL UNIONS). The Council and Local Unions warrant and represent that it has been duly authorized to enter into this Agreement.

## **1.0 GENERAL CONDITIONS**

### **1.1 DEFINITIONS**

Throughout this Agreement, the Council and the signatory Local Unions 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 and all signatory Contractors and their subcontractors of whatever tier, engaged in on-site Project construction work within the contractors and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Section 2.0; the Rockland County Building and Construction Trades Council, AFL-CIO is referred as the "Council" and the work covered by this Agreement (as defined in Section 2.0) is referred to as the "Project Work". The term "Employees" shall include the workers employed by the contractor.

### **1.2 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 and signed by the Council, and the Local Unions having jurisdiction over the Project work;
2. the Agreement is approved and signed by the County.

### **1.3 ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all signatory Unions and the County and all signatory Contractors performing on-site Project work, including site preparation, and staging areas, as defined in Section 2.0. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become a signatory to the Letter of Assent (Appendix B) and are bound by this Agreement with respect to subcontracted work performed within the scope of Section 2.0. This Agreement shall be administered by the County on behalf of all Contractors.

### **1.4 SUPREMACY CLAUSE**

This Agreement, together with the Collective Bargaining Agreements of the Local Unions incorporated by reference herein represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Collective Bargaining Agreement of a Local Union the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union, which is, not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the County.

## **1.5 LIABILITY**

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

## **1.6 COUNTY OF ROCKLAND – CONSTRUCTION REPRESENTATIVE**

The County shall require in its bid specifications for all work within the scope of Section 2.0 that all successful bidders and their subcontractors of whatever tier, become bound by and signatory to, 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. It is further understood that the County shall have sole discretion at any time to terminate, delay or suspend the Project work, in whole or in part.

County Representative: Robert H. Gruffi, P.E. Director, Facilities Management,  
Email: [gruffir@co.rockland.ny.us](mailto:gruffir@co.rockland.ny.us), Office: 845.364.2958

## **1.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

The Unions agree that this Agreement shall be made available to and shall fully apply to any successful bidder for Project Work who becomes signatory thereto, 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 unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site as defined in Section 2.1.

## **2.0 SCOPE OF THIS AGREEMENT**

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

### **2.1 THE WORK**

This Agreement shall only apply to the following on-site construction work performed at the Rockland County Sheriff's Operations Building, 23 New Hempstead Road, New City, NY 10956 including any amendments or modifications thereto (Contract Documents). "On site" construction work in connection with the above shall be defined to include Project Work performed at preparation and staging areas located within 15 miles of the Project site provided such work is covered by a Collective Bargaining Agreement.

## **2.2 TIME LIMITATIONS**

This Agreement shall be further limited to Project Work performed under Capital Project No. 1521. It is further understood that this Agreement, together with all of its provisions, shall remain in effect for the duration of all Project Work.

## **2.3 EXCLUDED EMPLOYEES**

The following persons (excluding drivers) are not subject to the provisions of this Agreement, even though performing work on the Project:

1. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians (for startup and testing and not for installation), non-manual employees, and all professional (excluding surveyors), architectural, engineering, administrative and management persons;
2. Employees of the County, or of any State agency, authority or entity or employees of any municipality or other public employer.
3. Employees and entities engaged in off-site (farther than 15 miles from the Project site as set forth in Section 2.1) manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery (unless specifically covered by a craft's Schedule A) or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, asphalt and Item 4 which are covered by this Agreement;
4. Employees engaged in on-site equipment warranty work;
5. Employees engaged in laboratory or specialty testing or inspections;
6. Employees of companies engaged in ancillary Project work performed by third parties such as electric utilities, water utilities, gas utilities, telephone operating companies, railroads and cross connection termination of existing lines belonging to the County for data and telephone. However, contractors and subcontractors engaged by third parties to perform such work are subject to and shall be a signatory to this Agreement.
7. The work of the Contractor that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Manufacturing Agreement, the Stack Liner Agreement, the Rubber Liner Agreement, or any other National Specialty Agreement.



## **2.4 NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor, 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/or any Contractor. The Agreement shall further not apply to the County or any other county or 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 county or state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the County for performance under the terms of this Agreement.

## **3.0 UNION RECOGNITION AND EMPLOYMENT**

### **3.1 PRE-HIRE RECONGNITION**

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Section 2.0. The parties stipulate that this Agreement and all Collective Bargaining Agreements governed herein are “pre-hire agreements” as defined by Section 8(f) of the National Labor Relations Act.

### **3.2 UNION REFERRAL**

- A. The Contractors agree to hire craft employees of the Local Unions covered by this Agreement through the job referral system and hiring halls (where the referrals meet the qualifications set forth in Item’s 1, 2 and 4 of subparagraph B) established in the Local Union’s area Collective Bargaining Agreements (attached as Schedule A to this Agreement). Notwithstanding this *requirement*, 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 (except as provided in Section 4.3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. 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 Section. The Contractor shall notify the Local Union of employees hired within its jurisdiction from any source other than referral by the 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 Project Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) Have worked a total of at least 1000 hours in the construction craft during the prior two years, and
- (3) Were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.
- (4) Have the ability to safely perform the basic functions of the applicable trade.
- (5) Have not committed a felony or misdemeanor, or other violation that would render such person unfit to work on school district property.

C. No more than twelve percent (12%) per centum 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). The twelve percent (12%) per centum provision only applies after the Contractor hires its first employee from the appropriate Local Union.

### **3.3 NON-DISCRIMINATION IN REFERRALS**

The Local Unions represent that their hiring halls and referral systems shall 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 Section. No employment applicant shall be discriminated against by the referral system or hiring hall because of the applicant's union membership, or lack thereof.

### **3.4 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 bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

### **3.5 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 shall exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

### **3.6 UNION DUES**

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A Collective Bargaining 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 Local Unions, signatory to this Agreement, which represents the craft in which the employee is performing 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 Unions as an agency shop fee.

### **3.7 CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is leading exceed a specified number.

## **4.0 UNION REPRESENTATION**

### **4.1 LOCAL UNION REPRESENTATIVE**

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

### **4.2 STEWARDS OR LEAD ENGINEER**

- A. Each Local Union shall have the right to designate a working journeyman as a Steward and an alternate and shall notify the Contractor and County of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and shall receive the regular rate of pay for their craft classifications. There shall be no non-working Stewards on the Project.
- B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contract and if applicable, subcontractors of the Contractor, but not with the employees of any other Contractor. The Contractor shall 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 Schedule A provision providing procedures for the equitable distribution of overtime.

#### **4.3 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 Schedule A, 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.

### **5.0 MANAGEMENT RIGHTS**

#### **5.1 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 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, 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 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 or County and/or joint working efforts with other employees shall be permitted or observed.

#### **5.2 MATERIALS, METHODS, AND EQUIPMENT**

There shall be no limitation or restriction unless specified in the Contract Documents, 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, precast, prefabricated, 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 craft having jurisdiction over such work; (re-bar will be fabricated and installed as per the requirements of Schedule A) provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work, which is performed off-site for the Project.

## **6.0 WORK STOPPAGES AND LOCKOUTS**

### **6.1 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 Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of the County. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Section. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 6.1 and to ensure uninterrupted construction for the duration of this Agreement.

### **6.2 DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 6.1, above, and any such employee shall not be eligible thereafter for referral under this Agreement for a period of one hundred (100) calendar days.

### **6.3 NOTIFICATION**

If a Contractor contends with any Union has violated this Section, it shall notify the Council advising of such fact, with copies of the notification to the Local Union. 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 Section. The Council, complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

### **6.4 EXPEDITED ARBITRATION**

Any Contractor or Union alleging a violation of Section 6.1 of this Section 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.

1. A party invoking this procedure shall notify the AAA arbitrator selected who shall act as Arbitrator under this expedited arbitration procedure. Copies of such notification shall be simultaneously sent to the alleged violator and if a Local Union is alleged to be in violation, the Council, and the County.
2. The Arbitration shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the County a hearing within 48 hours of receipt for the notice invoking the procedure if it is contended that the violation still exists. The hearing shall not, however, be scheduled for less than 24 hours after the notice to the Council required by Section 6.3, above.

3. All notices pursuant to this Section may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one (1) session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
4. The sole issue at the hearing shall be whether a violation of Section 6.1, 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 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.
5. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. 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 shall not waive any party's right to participate in a hearing for a final court order of enforcement in any contempt proceeding.
6. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Section, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
7. The fees, expenses and all advance deposits required by the AAA of the Arbitrator shall be borne equally between the involved Contractor and Local Union.

## **6.5 ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Section 8.0 shall not be applicable to any alleged violation of this Section, with the single exception that an employee discharged for violation of Section 6.1, above, may have recourse to the procedures of Section 8.0 to determine only if the employee did, in fact, violate the provisions of Section 6.1; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **7.0 LABOR MANAGEMENT COMMITTEE**

### **7.1 SUBJECTS**

The Project Labor Management Committee shall meet on a regular basis to:

1. promote harmonious relations among the Contractors and Unions;
2. enhance safety awareness, cost effectiveness and productivity of construction operations;
3. protect the public interests;
4. discuss matters relating to staffing and scheduling with safety and productivity as considerations;  
and
5. review Affirmative Action and equal employment opportunity matters pertaining to the Project.

### **7.2 COMPOSITION**

The Committee shall be jointly chaired by designees of the President of the Council and the County of Rockland Construction Representative and representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed sub-committees.

## **8.0 GRIEVANCE AND ARBITRATION PROCEDURE**

### **8.1 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 Section 6.1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

#### **8.1.1 Step One**

- 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 within fourteen (14) calendar days after the act, occurrence or event given 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 fourteen (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 fourteen (14) calendar days thereafter, pursue Step Two of the grievance procedure by serving the involved Contractor and the County with written copies of the grievance occurred and the

provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step One are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the County as creating a precedent.

- B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Section 6.1) with any other signatory to this Agreement and after conferring, a settlement is not reached within fourteen (14) calendar days, the dispute shall be reduced to writing and proceed to Step Two in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

#### **8.1.2 Step Two**

- A. The Business Manager or designee of the involved Local Union, together with representatives of the Council, the involved Contractor and the County Construction Representative shall meet in Step Two within fourteen (14) calendar days of service of the written grievance to arrive at a satisfactory settlement.

#### **8.1.3 Step Three**

- A. If the grievance shall have been submitted but not resolved in Step Two, any of the participating Step 2 entities may, within twenty-one (21) calendar days after the initial Step Two meeting, submit the grievance in writing (copies to other participants) to the Arbitrators under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step Two 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, expenses and all advanced deposits required by the AAA 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 Section shall render the grievance null and void. These time limits may be extended only by written consent of the County involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issue presented to him and shall not have the authority to change, add to, delete, or modify any provision of this Agreement.

### **8.2 LIMITATIONS AS TO RETROACTIVITY**

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



### **8.3 PARTICIPATION BY COUNTY OF ROCKLAND CONSTRUCTION REPRESENTATIVE**

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

## **9.0 JURISDICTIONAL DISPUTES**

### **9.1 NO DISRUPTIONS**

There shall 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 Section 6.0.

### **9.2 ASSIGNMENT**

All project construction work assignments shall be made pursuant to law.

### **9.3 PROCEDURE FOR SETTLEMENT OF DISPUTES**

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union shall submit the dispute in writing to the Construction Representative, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("The Plan") within seventy-two (72) hours and send a copy of the letter to the other Union involved, the Contractor involved, County and the Council. Upon receipt of a dispute letter from any union, the Construction Representative will invoke the procedures set forth in the plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Section 3.0 of the Plan.
- B. Within five (5) calendar days of receipt of the dispute letter, there shall be a meeting of the Contractor involved, the County, the Local Unions involved, and designees of the Council involved for the purpose of resolving the jurisdictional dispute.
- C. If the dispute remains unresolved after this meeting, the parties shall proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry."
- D. The Arbitrator appointed under this Section shall render a short-form decision within five (5) days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within thirty (30) days of the close of the hearing.
- E. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions at the Project.

- F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 9.2 above and without disruption of any kind.

#### **9.4 AWARD**

Any jurisdictional award pursuant to Section 9.3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only and may be enforced by the Supreme Court of New York, County of Rockland in any court of Rockland County. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Section, the County of Rockland and the involved Contractors shall be considered parties in interest.

#### **9.5 LIMITATIONS**

The Arbitrator appointed under this Section shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the 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 (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

#### **9.6 NO INTERFERENCE WITH WORK**

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Section.

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.

### **10.0 WAGES AND BENEFITS**

#### **10.1 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 attached Schedule A, New York State Wage Rates included in the contract specifications, as amended during 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 Schedule A. Parties to such agreements shall be the County, the Contractor, and the Local Unions.

#### **10.2 EMPLOYEE BENEFIT FUNDS**

- A. 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 Schedule

A; provided, however, that the Contractor and the Union 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 Contractor 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.

- B. The Contractor agrees to be bound by the written terms of the legally established 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.
- C. In the event that the Contractor becomes delinquent on the foregoing obligations and upon notification of at least fifteen (15) days from the date of a default from any affiliated Local Union that a signatory employer has become delinquent in the payment of Fund contributions due in connection with the work on this Project, the Contractor authorizes the County to immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from this Project and to pay all such funds directly to the complaining Local Union to be applied against the amounts owed by the defaulting Contractor in order to ensure the full and timely remittance of all union dues, IAF, PAC and fringe benefit funds, including but not limited to Health and Welfare, Pension, Annuity, Legal Service, Education and Training, S.U.B., Apprenticeship (hereafter "Funds" or "Fund") due the affiliated Local Unions as provided for in all applicable collective bargaining agreements between the Local Unions and signatory employers which have contracted to perform work on the subject construction Project. Before such payment is made, the County shall first advise the defaulting Contractor in writing of the complaint made by the Local Union and the amounts claimed and shall allow the defaulting Contractor a period of ten (10) days from the date of notification to produce a written letter signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the Contractor is current in the remittance of Funds or a bona-fide explanation acceptable to the complaining Local Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, the County shall use its best effort to act as an initial arbiter and take action it then deems appropriate.
- D. No monies, however, shall be paid to the delinquent employer who may request arbitration of the dispute in accordance with Section 8.0 herein. In the event such request in writing is not delivered to the County of Rockland, Construction Representative, within ten (10) days from the date of notification to the defaulting Contractor, the County shall immediately pay over to the Fund Administrator of the complaining Local Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by the County for the Project.

None of the foregoing is to be construed as having created a debt on the part of the County to the Local Union. Both the Contractor and the complaining Local Union agree that there shall be no strike, work stoppage or disruption pending resolution of the dispute.

- E. Notwithstanding any other provisions of this Agreement, including any provisions to arbitrate disputes, the members of a Local Union can elect to refuse to perform services for a delinquent employer any time after a Benefit Fund delinquency exceeds forty-five (45) days, on five (5) calendar day's written notice the President of the Council and the County. The provisions of Section 10.2 shall remain in full force and effect with respect to all other Local Union members working on the Project. If a Contractor fails to contribute to a Local Union's Benefit Funds because of the Contractor's inability to collect payment from the County for work performed on the Project, the County agrees that the Contractor shall not be removed from the job for non-performance which results from a Local Union's members refusing to perform services as set forth in this Section.

## **11.0 HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

### **11.1 WORK WEEK AND WORKDAY**

- A. The standard work week shall consist of forty (40) hours of work at straight time rates of the following schedule:
  - 1. Five (5) Day Work Week: Monday through Friday – five (5) days, eight (8) hours plus half (½) hour unpaid lunch period each day.
  - 2. Four-tens: notwithstanding any other provision of the Agreement, when working a four-day work week, the work shall consist of 4 days, Monday through Thursday, ten hours per day plus 1/2-hour unpaid lunch period at the straight time rate. The starting time for four-tens shall be 6:00 a.m. 6:30 a.m. 7:00 a.m. A three-day minimal notice shall be required for four-tens to the respective involved unions.
  - 3. On a 5-day work week, Saturday may be used as a make-up day at straight time to fulfill the 40-hour work week due to inclement weather. On a 4-day work week, Friday may be used as a make-up day at straight time to fulfill the 40-hour work week. Make-up days shall be scheduled for a minimum of 8 hours, except in the case of inclement weather in which Section 11.5 shall apply. Make-up days shall not be mandatory, and no discipline shall be taken against employees electing not to work the make-up day. This shall also apply when more than one shift or multiple shifts are worked.

- B. The Day shift shall commence between the hours of 7:00 am and 8:00 am and shall end between the hours of 3:30 pm and 4:30 pm. Starting and quitting times shall occur at the staging areas as may be designated by the Contractor.
- C. Contractors shall provide not less than five (5) days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.
- D. The changing of the regular starting time from a 5-day and 4-day work week shall be a 4-week minimum.

## **11.2 OVERTIME**

Overtime pay for hours outside of the standard work week and work day, described in paragraph 11.1.A above, shall be paid at time and one half the hourly rate and benefits will be paid on straight time. All work on Sundays shall be paid at two time the hourly rate and benefits will be paid at straight time. There will be no restriction upon the Contractor scheduling of overtime or the non-discriminatory designation of employees who shall be worked.

## **11.3 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 (5) consecutive workdays, must have prior approval of the Construction Project Manager and must be scheduled with not less than five (5) work day's notice to the Local Union.
- B. Second/Shift:  
The second shift (starting between 3:30 pm and 4:30 pm) shall consist of eight (8) hours work for and equal number of hours pay at the straight time rate plus 10% in lieu of overtime and exclusive of a ½ hour unpaid lunch period.
- C. Flexible Starting Times:  
Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.

## 11.4 HOLIDAYS

### A. Schedule:

There shall be 8 recognized holidays on the Project:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Labor Day	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 Previous Friday, 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 Holidays set forth in Section 11.4.A.

### C. Exclusivity:

No holidays other than those listed in Section 11.4.A above shall be recognized nor observed.

## 11.5 REPORTING PAY

A. Employees who report to the work location pursuant to the regular schedule and who are not provided with work or whose work is terminated early be a Contractor, for whatever reason, shall receive minimum, reporting pay in accordance with the applicable Schedule A.

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.

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 11.7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Section, there shall be no premiums, bonuses, 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 Section and except where an applicable Schedule A requires a full weeks' pay.

## **11.6 PAYMENT OF WAGES**

### **A. Payday:**

Payment shall be made by check, drawn on a New York State bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 am 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 three (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.

## **11.7 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 Project work. In such instances, employees shall be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, be paid for "stand by" time at their hourly rate of pay.

## **11.8 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.

## **11.9 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 shall provide adequate facilities for checking in and out in an expeditious manner.

## **11.10 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.

### **11.11 BREAK PERIODS**

There shall 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.

## **12.0 APPRENTICES**

### **12.1 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 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedules A provide 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 Schedule A.

### **12.2 DEPARTMENT OF LABOR**

To assist the Contractors in attaining a maximum effort on this Project, 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 shall be first year, minority, women or economically disadvantaged apprentices as shall be 60% of the apprentice equivalents, placed on the Project, who do not necessarily meet all the age or entrance requirements for the apprentice program or have 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.

## **13.0 SAFETY PROTECTION OF PERSON AND PROPERTY**

### **13.1 SAFETY REQUIREMENTS**

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



## **13.2 CONTRACTOR RULES**

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

## **13.3 INSPECTIONS**

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

## **14.0 NO DISCRIMINATION**

### **14.1 COOPERATIVE EFFORTS**

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by 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 shall assist in such programs and to agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

### **14.2 LANGUAGE OF AGREEMENT**

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

## **15.0 GENERAL TERMS**

### **15.1 PROJECT RULES**

The County, Construction Representative and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules shall 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.

### **15.2 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.

### **15.3 SUPERVISION**

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

### **15.4 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.

### **15.5 FULL WORKDAY**

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.

### **15.6 COOPERATION**

The County, Construction Representative and the Unions shall cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## **16.0 SAVINGS AND SEPARABILITY**

### **16.1 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 shall enter into negotiations for a substitute provision in conformity with the law the intent of the parties for contracts to be let in the future.

### **16.2 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 shall 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.

### **16.3 NON-LIABILITY**

In the event of an occurrence referenced in Section 16.1 or 16.2, neither the County, Construction Representative, or any or any Contractor, or any signatory 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 shall be issued in conformance with court orders then in effect and no retroactive payments or other action shall be required if the original court determination is ultimately reversed.

### **16.4 NON-WAIVER**

Nothing in this Section shall be construed as waiving the prohibitions of Section 6.0 as to signatory Contractors and signatory Unions.

## **17.0 FUTURE CHANGES IN COLLECTIVE BARGAINING AGREEMENTS**

### **17.1 CHANGES TO AGREEMENTS**

- A. The Collective Bargaining Agreement incorporated herein shall continue in full force and effect until the Contractor and/or Unions to the Collective Bargaining Agreements notify the County in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.
- B. It is agreed that any provisions negotiated into the Collective Bargaining Agreements incorporated by reference herein shall not apply to work on this Project 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 incorporation into provisions agreed upon in the renegotiation of a Collective Bargaining Agreements incorporated by reference herein shall be resolved in accordance with the procedure set forth in Section 8.0 of this Agreement.

### **17.2 LABOR DISPUTES DURING LOCAL CONTRACT NEGOTIATIONS**

The Unions agree that there shall be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Section 6.0 affecting the Project by any Local Union involved in the renegotiation of Local Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

**APPENDIX A**  
**Listing of Local Collective Bargaining Agreements**

1. Bricklayers and Allied Crafts, Local #1, New York.
2. Agreement between International Brotherhood of Electrical Workers, Local Union #363 and Hudson Valley Chapter National Electrical Contractors Association.
3. Agreement between Fabricators and Erectors Association, Inc., and Local Union 417 of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers.
4. Heavy, Highway and Utility Agreement between the Contractors Association of Rockland County, Inc. and the Eastern New York Laborers' International District Council and its Affiliate Laborers' Local 754.
5. Building Agreement between the Construction Contractors Association of the Hudson Valley, Inc. and the Eastern New York Laborers' International District Council and its Affiliate Laborers' Local 754.
6. Agreement by and between International Union of Operating Engineers affiliated with AFL-CIO, Local Union No. 825, 825-A, 825-B, 825-C, 825-D, 825-R, 825-RH.
7. Agreement between Mechanical Contractors Association of Rockland County and Vicinity, New York and Local Union No. 373, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
8. Agreement between Sheet Metal Workers International Association, Local 38 and SMCNA Southeastern New York & The Associated Sheet Metal and Roofing Contractors of Connecticut, Inc.
9. Agreement between the Boiler Makers Association of Greater New York and Boilermakers Local Lodge No. 5 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO.
10. Agreement between Industrial Insulation Contractors of Southern New York and The International Association of Heat and Frost Insulators and Asbestos Workers Local #91.
11. Teamsters Local #445, New York.
12. Agreement between Independent Resilient Floor Coverers and The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO.
13. Operative Plasterers' and Cement Masons Local 530.
14. United Cement Masons Local 780.
15. Metallic Lathers Local 46
16. Painters Local 155
17. Millwrights Local 740

## **APPENDIX A (Continued)**

18. Tri-State Marble BAC Local 7 and Local 7 Tile, Marble & Terrazzo
19. Road Sprinkler Fitters Local 669
20. District Council 9 Local 1281 Glaziers
21. Dockbuilders Local 1556
22. North Atlantic States Regional Council of Carpenters Local 279

**APPENDIX B**  
**Letter of Assent**

Pursuant to the Introduction and Sections 1.0 and 2.0 of the Project Labor Agreement (PLA) negotiated by the County of Rockland and Rockland County Sewer District No.1 for and on behalf of all contractors and subcontractors (at any tier) to be engaged in the construction of the Project as defined in the Introduction and Section 2.0 of the PLA, the undersigned authorized representative of the *Contractor* hereby agrees to comply with and be bound by all of the terms and conditions of the PLA and any amendments or addenda thereto. By signing this Letter of Assent (LOA), the undersigned acknowledges the PLA as the singular binding Agreement for the defined Project. The PLA, including the applicable Schedule A and this LOA shall only apply to the Project defined in the PLA and Appendix A and to no other project(s).

The LOA shall remain in effect for the duration of all work performed under the PLA, by the undersigned Employer, at the defined Project site of construction, after which this LOA and any collective bargaining relationship established therein for this Project, will terminate, without notice, and shall have no further force or effect.

**FOR THE CONTRACTOR**

Name of Employer: \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Are you signatory to a local or national Building Trades labor agreement:            NO    or    YES

Specify the details of your company's union affiliation(s): \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Title: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Authorized Representative (Signature): \_\_\_\_\_

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

Company Seal: \_\_\_\_\_ Notary: \_\_\_\_\_

**SIGNATURES**

IN WITNESS WHEREOF the parties have caused the Agreement to be executed and effective as the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**FOR THE COUNTY OF ROCKLAND:**

\_\_\_\_\_  
Ed Day County Executive

**FOR THE ROCKLAND COUNTY BUILDING TRADES COUNCIL:**

By: *John Marala*  
John Marala, President of the Rockland County Building & Construction Trades Council

By: *Scott Smith*  
North Atlantic States Regional Council of Carpenters Local 279

By: *Matt P. Stetson*  
Ironworkers Local 417

By: *J.P. Ricks*  
Laborers Local 754

By: *Michael J. Clifford*  
Bricklayers & Allied Craftworkers Local 1

By: *Wood*  
Operating Engineers Local 825

By: *[Signature]*  
Teamsters Local 445

By: *[Signature]* Assistant + EST  
Resilient & Floor Coverers Local 2287

By: *Samuel F. [Signature]*  
International Brotherhood of Electrical Workers Local 363

By: *[Signature]*  
Plumbers and Pipefitters Local 873

By: *[Signature]*  
Sheet Metal Workers Local 38

By: *[Signature]*, Business Manager  
Asbestos Workers Local 91

By: [Signature] BLS  
Glaziers & Painters District Council 9

By: Thomas F. Ryan  
Boilermakers Local 5

By: \_\_\_\_\_  
Metallic Lathers & Reinforcing Ironworkers Local 46

By: [Signature] Assistant EST  
Dockbuilders & Timberman Local 1556

By: [Signature] Assistant EST  
Millwrights Local 740

By: \_\_\_\_\_  
Tri-State Tile, Marble & Terrazzo BAC Local 7 of NY & NJ

By: Kenneth W. Wilcox Business Agent  
Road Sprinkler Fitters Local 669

By: \_\_\_\_\_  
OPCMIA Local 262

By: \_\_\_\_\_  
United Cement Masons Local 780

By: Bill [Signature]  
Roofers, Waterproofers & Allied Workers Roofers Local 8