

PROJECT LABOR AGREEMENT

PROJECT LABOR AGREEMENT

BETWEEN

(CONTRACTOR)

AND

THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF
WESTCHESTER AND PUTNAM COUNTIES, NEW YORK. AFL-CIO

CITY OF YONKERS

IFB-6814

**AESTHETIC AND STRUCTURAL RENOVATIONS
GOVERNMENT CENTER GARAGE**

Draft

STANDARD (Replace with Contractor / Owner)
PROJECT LABOR AGREEMENT

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ARTICLE 1 - PREAMBLE

Whereas: (CONTRACTOR) on behalf of itself and as Construction Manager (CM) desires to (description of Project) (PROJECT) in a manner designed to afford the lowest reasonable costs to _____ (OWNER)

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, including flexibility designed to meet the special needs of this Project;
- (4) including negotiated adjustments 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;

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(7) furthering public policy objectives as to employment opportunities for minorities and women and improved opportunities for minority and women-owned business in the construction industry;

(8) ensuring appropriate security precautions during the life of the Project;

(9) minimizing the potential losses of revenues through timely completion of contracts;

And

(10) expediting the construction process and otherwise minimizing the inconvenience to the _____, the citizens of Westchester County, _____ the surrounding business entities, and the public; and

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

WHEREAS, the Parties desire to maximize 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 _____ CONSTRUCTION (CM) and it's successors and assigns on its own behalf and on behalf of all other contractors and subcontractors (hereinafter "Contractor, Contractors or Sub Contractors) engaged in on-site project work, and by the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO ("Council"), on behalf of itself and its affiliated local union members; and the signatory Local Unions on behalf

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of themselves and their members. It is understood that if the CM is changed, the successor CM shall assume all terms and conditions of this Agreement for certain construction work anticipated to be performed on the project

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and the Council are referred to singularly and collectively as "**Union(s)**" where specific reference is made to "**Local Unions**" that phrase is sometimes used;

The term "**Contractor(s)**" shall include CM and all other signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project Construction Work within the scope of this Agreement as defined in Article 3 and Exhibit C; and the work covered by this Agreement (as defined in Article 3 and Exhibit C) is referred to as the "Project work"

The term "**Employer**" means any contractor or subcontractor working on the Project.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council on behalf of itself and all of its affiliated Local Unions working on the Project; and, (2) the Agreement is signed by the CM and (3) the Agreement is approved by the Owner. A Union that is not an affiliate of the Council or who elects in writing not to be bound by this Agreement, or an affiliate that is delinquent in the payment of dues to the Council and remains delinquent after 30 days' notice of the delinquency cannot work on the Project.

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SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

A. This Agreement shall be binding on the Council, and its affiliated Local Unions, the CM and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3 and Exhibit C attached hereto. The CM and the Contractor 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 signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 and Exhibit C by signing a Letter of Assent (Exhibit "A"). This Agreement shall be administered by the CM on behalf of all contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements (the "CBA's"), referenced at Exhibit B, copies of which are available for inspection at the Office of the Council 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 the Exhibit B CBA's, 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 or the Exhibit B CBA's shall be binding on this Project. It is further agreed that, where there is a conflict the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all National, area, or local collective bargaining agreements, except for all work performed under the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the Interna-

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tional Union of Elevator Constructors. All instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians. This PLA will not affect, nor does it intend to change, a favored nation's clause contained in a Local Union CBA of any affiliate covered by this PLA.

SECTION 5. LIABILITY

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

SECTION 6. THE OWNER

The Owner 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 Owner and of the CM in determining which Contractors shall be awarded contracts for Project Work as long as the Contractor signs the Letter of Assent. It is further understood that the Owner has sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project. It is further understood that the Owner shall have the right to access, use, or occupy any parts of the Project that is completed or partly completed and to install Owner-provided equipment and furnishings therein. The Contractors, the Council and the Local Unions shall accommodate and cooperate with the Owner's use, occupancy and furnishing of these parts of the Project. CM shall turn the facility, system or space (including without limitation security and maintenance systems and new construction or renovations) over to the Owner upon the Owner's issuance to the CM of a letter of acceptance of the facility, system or space.

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SECTION 7. THE CM

The CM shall require in its bid specifications for all work within the scope of Article 3 and Exhibit C 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 CM in determining which Contractor or Subcontractor shall be awarded contracts for Project work. It is further understood that the Contractor has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

The CM agrees that neither it nor any of its Contractors or Subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any Contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

SECTION 8. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for 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 or subcontractor which is performed at any location other than the Project site, as defined in Article 3, Section 1, and Exhibit C.

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ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1. THE WORK

This Agreement shall only apply to the on-site and off-site construction work performed at or for the CM on behalf of the Owner at the following Project: (Description of Project) further described in Exhibit C hereto and only to the extent that the work has been awarded by Owner to the CM. During the term of this Agreement, of the Project will include among other things the following components to the extent that these components have been contracted by the Owner to the CM (i) construction of renovations and upgrades to the Project -On Site” construction work in conjunction with the above shall also include Project Construction Work performed at preparation and staging area.

SECTION 2. EXCLUDED EMPLOYEES AND EXCLUDED WORK

Subject to Article 6, the following work and persons are not subject to the provisions of this Agreement, even though performing Project Work:

1. Superintendents, supervisors excluding general and forepersons specifically covered by an Exhibit B CBA, engineers, licensed architects, 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. Excluded employees shall not apply to any general forepersons and field craft surveyors who are performing work traditionally done by members of IUOE Local 15D and/or which is covered by the Local 15D Surveying and Consulting Agreements.

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2. Employees or workers of any other public agency, authority, municipality or any other public employer;

3. Employees, workers, entities and sub-contractors engaged in off-Project site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment, modules or machinery or involved in deliveries to and from the Project site, except operating vehicles on the Project site and deliveries made within the geographic jurisdiction of the International Brotherhood of Teamsters Local 456 Exhibit B CBA of major building and construction materials as follows: fuel oil for construction vehicles and equipment on the Project site, fill, ready mix concrete, asphalt, sub-base stone/gravel, dynamite concrete block, lumber, and item 4 which are covered by this Agreement;

4. If a tank or pressurized vessel is to be installed on the Project the terms of this Agreement shall not apply to work of the employees that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Agreement, the Stack Liner Agreement, the Rubber Line Agreement, or any other Specialty Agreement;

5. Employees or workers of the CM or the Contractor, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

6. Employees or workers engaged in on-site equipment warranty work (when the Contractor or a subcontractor 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 the Contractor or a subcontractor has on site an employee already qualified to make war-

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ranty 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;

7. Employees or workers engaged to perform laboratory or specialty testing or inspections or engaged in geophysical testing (whether land or water) other than boring for core samples;

8. Employees engaged in work ancillary to the Project, performed by third parties, including without limitation performed by electric utilities, gas utilities, water utilities and telephone companies, who are not signatories to this Agreement, provided however that Contractors for teledata, audio-visual, security and television services will limit their work up to a demarcation or terminus point which will be the first point of distribution of system service in the respective building. With respect to entities engaged in such work ancillary to the Project, the Contractor will nonetheless notify those entities of this Project Labor Agreement and that they may participate under this Agreement, if they so choose. To the extent practicable, and within its control, the Contractor will use its best efforts to coordinate ancillary work within the vicinity of construction performed under this PLA to promote labor harmony on the Project;

9. Employees or workers engaged by the Owner even though working on the Project Site while Project Work is under way;

10. Persons engaged in the delivery of Owner-furnished equipment to the Project Site or to any off-site warehouse maintained by Owner;

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11. Employees of "Artisans" shall be individuals or entities whom Owner may (or may not) employ directly to create unique, one-of-a-kind decorative elements, including architectural finishes for incorporation into the building;

12. Employees or workers of any entity who are engaged in the final cleaning and housekeeping of all space at the Project Site just prior to occupancy by the Owner. This provision is intended to apply to workers performing the final cleaning and housekeeping that occurs after the clean-up required by the construction and renovation activities contemplated by this Agreement;

13. Employees or workers of any entity who are engaged in operation of building equipment and machinery that are not used in constructing the facilities and are owned or controlled and/or operated by Owner, its architect, engineers and/or its testing inspection firms;

14. Employees or workers of any entity who are engaged in the on-site or off-site maintenance of leased equipment;

15. Employees or workers of any entity who are engaged in work of any kind on the Project Site after this Agreement terminates

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the CM, and Contractor or sub-contractor which does 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 or be-

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tween the Owner, the CM, any Contractor or any other state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Contractor or its employees or any other state or municipal authority, agency or entity and its employees from performing on or off-site work not related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall have no further force or effect.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractor and all sub-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 Article 3 and more fully described in Exhibit C.

SECTION 2. UNION REFERRAL

A. The Contractor and all sub-contractors agree to hire for this Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2,3 and 4 of subparagraph (B) established in the Local Unions' area collective bargaining agreements. Notwithstanding this, the Contractor and all sub-contractors shall have sole rights 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 the sole right to reject any applicant referred by a Local Union. 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 and all sub-contractors (Saturdays, Sundays and holidays excepted), the Contractor or sub-contractor may employ applicants from any other available

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source. In the event that the Local Union does not have a job referral system, the Contractor or sub-contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor or sub-contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

B. Consistent with the Exhibit B CBA, The Contractor or a sub-contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the CM or Contractor or sub-contractor and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 9:

- (1) Possess any license required by NYS law for the Project work to be performed;
- (2) Have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) Were on the Contractor's or sub-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.

The CM, Contractor or sub-contractor will be initially responsible for determining that new hires meet the requirements established in (1), (2), (3) and (4), as set forth above.

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The Exhibit B CBAs will determine the number of employees who shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number)

The Committee may also allow a Contractor or sub-contractor, subject to any limit expressed in the Exhibit B CBA, to employ trainees (pursuant to Article 13, Section 2) to afford an opportunity to minority, women 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, CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor or sub-contractor an employee then employed by another Contractor or sub-contractor working under this Agreement. The Local Unions will exert their best efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor or sub-contractor.

SECTION 5, UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Exhibit B CBA's, as amended from time to time, but only for

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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 and administrative or working dues uniformly required for union membership in the Local Union, 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 monthly dues payment will be received by the Council as an agency shop fee.

SECTION 6, 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 or sub-contractor except where otherwise provided by specific provisions of an applicable Exhibit B CBA or as agreed to by the parties in a writing specific to this Project, in which case the writing specific to this Project shall govern. All forepersons shall take orders exclusively from the designated Contractor or sub-contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor or subcontractor, except when an Exhibit B CBA prohibits a foreperson from working when the craft person he is leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to the Contractor or sub-contractor involved and to CM) one representative, and/or the Business Manager, who shall be afforded access to the Project.

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SECTION 2. STEWARDS

A. Each Local Union shall have the right to designate a working journey person as a Steward (and an alternate who shall serve as a Steward only when the regular Steward is unavailable) and shall notify the Contractor(s) or sub-contractor(s) and CM of the identity of the designated Steward (and alternate) prior to the assumption of such duties with the understanding that at no time shall there be more than one designated Steward and one designated alternate per trade on the Project Site regardless of the number of Contractors on the Project Site.. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards 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 CM's, the Contractor or sub-contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor or sub-contractor but not with the employees of any other Contractor or sub-contractor. The CM will not discriminate against the Steward in the proper performance of his Union duties.

C. Stewards shall assist in implementing the Agreement in the spirit of labor management cooperation.

D. Stewards shall not be compensated by the Contractor for Steward work performed away from the Project Site, except to the extent that the duties being performed off-Site relate to the grievance-arbitration procedure of Article 7 or 9 of the Agreement. Stewards shall not be compensated for time spent on Union business which requires the Steward to leave the Project Site.

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E The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime.

SECTION 3. LAYOFF OF A STEWARD

The Contractor and sub-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 an Exhibit B CBA, such provisions shall be recognized to the extent the Steward possess 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 or sub-contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, the CM, the Contractor and sub-contractor 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 CM, the Contractor, or sub-contractor and/or joint working efforts with other employees shall be permitted or observed.

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SECTION 2. MATERIALS, METHODS & EQUIPMENT

A. There shall be no limitation or restriction upon the Contractor or sub-contractor's choice of materials, modules, 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 (except that all rebar for use in cast-in-place, on site construction will be cut and bent in accordance with local industry practices), 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; 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 or sub-contractor. There shall be no restrictions as to work which is performed off-site for the Project, except that the Contractor and sub-contractors will make reasonable efforts to have pre-assembled duct work produced in shops represented by Sheetmetal Workers Local 38. The Contractor will make reasonable efforts to provide that any equipment or materials under the jurisdiction of the Plumbing and Steamfitting trade shall be accepted and installed by Plumbers, Steamfitters and Apprentices, provided such material or equipment conforms to the National Form of Agreement of the United Association.

B. There shall be no stand-by Trades required for temporary power, light, water, or heat unless requested by the Owner.

C. The Employer shall subcontract for the delivery of redi-mix concrete and asphalt only to companies whose wages and other economic benefits are equivalent to the area standards

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established by the Union unless said companies are unable or unwilling to supply redi-mix concrete or asphalt to the Employer.

D Except to the extent otherwise agreed to by the parties in writing, All electrical and electronic work, including but not limited to, the installation, repair and maintenance of all building wiring systems, telephone, data, fire alarm, signs, TV, security wiring and devises, sound and alarm systems and building automation systems, shall be performed under the Local Agreement of IBEW Local 3.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, parades, picketing, bannering, establishment of an inflatable rat or any similar display or signal, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project site or any area where on-Site construction work (as defined in Article 3, Section 1) takes place, or other activity otherwise adversely affecting Project work for any reason by any Union or employee against any Contractor, sub-contractor or employer while performing work at the Project site. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the CM's or the Contractors services or the Owner's operations. 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 the Project site or which otherwise adversely affects Project work or which disrupts or interferes with services to or at the Project Site is a violation of this Article. For the purposes of this Article and Article 10 of this Agreement, Project Site shall include each location that compromises the Project and other ancillary sites. There shall be no lockout at the Project by any Contractor or sub-contractors. The CM may stop work on or shut

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down the Project Site for valid legal or business reasons unrelated to a labor dispute but will make efforts to provide advance notice of a stoppage or work or shutdown. The Contractors and sub-contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction for the duration of this Agreement. Contractors and sub-contractors and Unions shall take all steps necessary to ensure compliance with this section 1 and to ensure uninterrupted construction at the Project, and ensure the free flow of vehicular or pedestrian traffic within, into and out of the Project Site, for the duration of the Agreement. No jurisdictional dispute shall excuse or justify a violation of this provision.

SECTION 2. DISCHARGE FOR VIOLATION

The Contractor or sub-contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union, and the Council. The district or area council and the Council shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the Council complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council.

SECTION 4. EXPEDITED ARBITRATION

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Any Contractor, sub-contractor or Union alleging a violation of Section 1 of this Article may use 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 Gary Kendellen, J.J. Pierson, and Roger Maher, who shall alternate (beginning with Arbitrator Kendellen) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International, the Council, and the CM.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the CM, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists.

C. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion.

D. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations and the Arbitrator shall be borne equally by the involved Contractor and Local Union.

E. In any proceeding arising under this Article, the CM shall be a party in interest with full right of participation at its option and shall be sent contemporaneous copies of all notifications required to be given under this Article.

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ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

A Project Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the CM, the Contractor, the sub-contractor and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to manning and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal opportunity matters pertaining to the Project.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by designees of the President of the Council and the Executive Manager / Vice President of the CM, The Council and the CM may each designate two representatives to the committee. The Council and the CM may each designate two representatives to the Committee. The Council and the CM may designate additional representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed sub-committees

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

B. The CM, the Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of

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the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

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

Step 1:

Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined

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herein for the adjustment of an employee complaint. Disputes shall include the payment, or non-payment, of Employee Benefit Funds which are not resolved pursuant to Article 11, Section 2.

Step 2:

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

Step 3:

A. If the grievance 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 one of the designated arbitrators: J.J. Pierson, Richard Adelman, or Roger Maher who shall alternate as arbitrator. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be permitted to participate. The decision of the arbitrator shall be final and binding on the involved Contractor or sub-contractor the Local Union and the grievant and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor or sub-contractor and the Local Union. All arbitrations involving this Project Labor Agreement will be conducted at the offices of the Building Trades Council.

B. Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be ex-

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tended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement. In the event that an arbitrator award is issued in favor of a Local Union resulting from a violation of Article 2, Section 3 of this Agreement by a subcontractor, and the Local Union cannot enforce the arbitration award against the offending subcontractor after due diligence, the Contractor may be held liable for the damages as set forth in the arbitration award subject to the following:

(1) The Local Union notified the Contractor by certified mail of a violation of Article 3, Section 3, with copies to the President of the Building Trades Council, and the offending subcontractor

(2) The arbitration award establishes that the Contractor had knowledge of the violation of Article 2, Section 3.

D. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 10 - JURISDICTIONAL DISPUTES

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

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

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

D. Each Contractor will conduct a pre job conference with the Council prior to commencing work. The CM and the Owner will be advised in advance of all such conference and may participate if they wish.

E. Jurisdictional Dispute grievances shall not be brought directly against the CM, except as they may relate to its role as a Contractor on the Project

F This jurisdictional Dispute Resolution will only apply to Project Work performed by Local Unions at the Project Site.

ARTICLE 11- WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

A. All employees covered by this Agreement shall be classified in accordance with the work performed and paid the higher of (i) the base hourly wage rates for those classifications

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as specified in the Exhibit B CBAs, as amended during this Agreement, or Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement in writing may establish rates and/or hours for one or more classifications which may differ from the rates stated in Exhibit B CBAs. Parties to such agreements shall be the CM, the Contractor involved, the involved Local Unions and the Council.

SECTION 2. EMPLOYEE BENEFIT FUNDS

A. The Contractor and sub-contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Exhibit B CBAs. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

B. The Contractor and sub-contractors agree 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 Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments. Any Contractor performing Project Work that is not a signatory to an Exhibit B CBA, will be required to sign and file with the CM, with a copy to the appropriate Local Union, an "Affidavit of Compliance with the PLA" in the form described as Exhibit F hereto so that such Affidavit may be filed with the Local Union and its related Trust Funds.

C. The CM, the Contractor and sub-contractor, as applicable, 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 Union Benefit Funds and the Labor Management Alliance as provided for in all Exhibit B CBA's or this PLA

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between the Local Unions and signatory employers and/or a supplier which has contracted to deliver construction materials to the Project using members of Teamsters Local 456 ("Supplier") agrees that it will, upon notification given to the CM or Contractor as applicable, from any affiliated Local Union or the Building Traced Council of not more than twenty-one (21) days from the date when the Union knew or should have known signatory Contractor, sub-contractor or Supplier, as applicable, has become delinquent in the payment of Fund contributions ("21-Day Notice") due in connection with the work on this Project, or the delivery of construction materials to the Project ("Delinquent Employer"), (i) immediately stop payment on all monies due or which may become due to the delinquent signatory employer or supplier up to the amount alleged to be owed from this Project and (ii) pay all such funds directly to the complaining Local Union Benefit Funds, which shall apply the funds against the amounts owed by the Delinquent Employer or Supplier. The 21-Day Notice to be effective shall include at a minimum a detailed breakdown of the delinquency amount, how it was calculated, the relevant dates, names of employees, the hours at issue, and the relevant job steward reports. Before such payment is made, the CM, the Contractor or sub-contractor, as applicable, shall first advise the delinquent Employer or Supplier, in writing of the complaint made by the Local Union and the amounts claimed ("10-Day Notice Letter") and shall allow the Delinquent Employer or Supplier 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 delinquent amount has been paid in full and the Delinquent Employer or Supplier is current in the remittance of contributions to the complaining affiliate's Benefit Funds ("Payment in Full Letter") or a bona-fide explanation acceptable to the complaining Local Union of why in the signatory Delinquent Employer's or the Supplier's opinion the amounts are not due as alleged or the matter has been otherwise resolved. In the event of such a

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bona-fide dispute the CM, the Contractor or sub-contractor will use its best effort to act as an initial arbiter and take action it then deems appropriate.

(1) No monies shall be paid to a Delinquent Employer or Supplier who may request arbitration of the dispute in accordance with the expedited arbitration procedure in Article 7, Section 4 herein. Article 9 herein. There will be no strike, work stoppage or disruption pending resolution of the dispute.

(2) In the event such a Payment in Full Letter is not produced by the Delinquent Employer or Supplier within ten (10) days from the date of notification to the delinquent signatory employer or supplier, the CM, the Contractor or subcontractor shall immediately pay over to the Fund Administrator of the complaining Local Union all monies due and owing to the Delinquent Employer or Supplier, but only to the extent necessary to satisfy the amounts payable to the Delinquent Employer or Supplier by the Contractor or subcontractor for work performed or construction materials delivered to the Project. None of the foregoing is to be construed as having created a debt on the part of the CM, the Contractor to the Local Union Benefit Funds for unpaid Funds of the signatory Delinquent Employer or Supplier except to the extent that (a) there are funds payable to the signatory Delinquent Employer or Supplier (b) Benefit Fund contributions are overdue to the Local Unions for work by the signatory Delinquent Employer or for construction materials delivered by the Supplier for work on this Project and with proper notice as herein provided, and (c) the CM, the Contractor or the sub-contractor received a timely 21-Day Notice, and (d) the CM, the Contractor, as applicable, paid the unpaid Funds to the Delinquent Employer.

(3) There will be no strike, work stoppage or disruption pending resolution of the

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dispute. Notwithstanding any other provisions of this Agreement, including any provisions to arbitrate disputes, the members of a Local Union shall elect to refuse to perform services for only the Delinquent Employer or Supplier provided that all of the following conditions are first met: *first*, a Benefit Fund delinquency relates to Project Work and exceeds thirty (30) days; *second*, the Local Union provides five (5) days' written notice to the President of the Building Trades Council, the CM, and the Contractor, the subcontractor, as applicable, and the Delinquent Employer; *third*, the Local Union exhausts the expedited arbitration procedure in Article 7, Section 4 above; *fourth*, an arbitrator issues an award in favor of the Local Union and/or its Funds and against the Delinquent Employer; *fifth*, the Delinquent Employer does not file an action in a court of competent jurisdiction to overturn the arbitration award within 30 days of issuance of the award; but if the Delinquent Employer files a timely action in a court of competent jurisdiction to overturn the award, then *sixth*, the court declines for any reason to overturn the arbitration award. The provisions of Article.

7, Section 1 shall remain in full force and effect with respect to all other Local Union members working on the Project. However, if the work of the complaining Local Union is being performed by employees represented by a Union that is not an affiliate of this Council or by non-union employees, the provisions of Article 7, Section 1 will not apply. If a signatory employer's or supplier's inability to collect payment from the Owner and/or Developer for work performed on the Project, or for construction materials delivered to the Project, the Contractor agrees that the signatory employer or supplier

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will 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.

(4) The CM hereby designates _____ as the person to contact should there be any delinquent Benefit Fund Contributions for Project Work performed by members of a Local Union that is signatory to this Agreement.

D. At least two weeks before the CM or the Contractor makes final payment to a sub-contractor upon completion of the job, the CM or the Contractor, as applicable, shall make a written inquiry to the sub-contractor's Local Union to determine if all Benefit Fund payments have been made. If the sub-contractor is delinquent in the payment of Benefit Fund contributions due in connection with work on this Project, or for the delivery of construction materials to the Project, the Contractor shall adhere to the procedure in Section 2, Paragraphs (C)-(E) of this Article. The 21-Day Notice Requirement set forth in Section 2, Paragraph (C) shall be reduced to a 5 calendar day notice requirement but in all other respects shall remain applicable.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work, Monday through Friday, eight hours per day, at straight time rates per the following schedule: Monday-Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

B. The first or day shift shall work eight (8) hours starting at 8:00 a.m. and ending at 4:30pm (or 7:00a.m. and ending at 3:30p.m.), this includes a 1/2 hour lunch break.

C. If a second shift is required, the second shift shall work eight (8) hours starting at 4:00p.m. and ending at 12:30 a.m. This includes a 1/2 hour lunch period in between to be mutually

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agreed on.

D. If a third shift is required, the third shift shall work eight (8) hours starting at 12:00 mid-night and ending at 8:30 a.m. This includes a 1/2 hour lunch period in between to be mutually

agreed on.

E. Notice -- Contractors shall provide not less than 5 days' prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime at the rate of time and one-half the straight time wage for all employees covered by this Agreement shall be paid for the following:

- A. Work outside of the standard starting and finishing time.
- B. Work in excess of eight (8) hours per day; and
- C. Work on Saturday.

There will be no restriction upon the CM, the Contractor's or the sub-contractor's scheduling of overtime or the designation of employees who shall be worked. There shall be no pyramiding of overtime pay under any circumstances. The CM, the Contractor or sub-contractor shall have the right to schedule work so as to minimize overtime, and the right to schedule overtime as to some, but not all of the crafts, and to determine whether overtime shall be of a continuous nature.

SECTION 3. SHIFT WORK

- A. Flexible Schedules-In accordance with Project Work.

The CM and the Contractors shall have the right to modify all shift start and end times and add or delete shifts subject *first* to obtaining a written notice from Owner request modification of the start and end times for one of more shifts and/or the number of shifts, and *second*,

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providing five days' notice and a copy of the Owner's notice to the affected Local Unions.

Shifts must be worked a minimum of five consecutive work days, must have prior approval of the CM, and must be scheduled with not less than five work days' notice to the Local Union.

Saturday and Sunday, if worked, can be used for establishing the 5 day minimum shift work period, however, those days will be paid at their respective overtime rates. The straight time workweek shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. The shift that begins approximately midnight Sunday night shall be considered the last shift of the Sunday workday. In the event the second or third shift of any regular workweek shall extend into a holiday, employees will be paid the regular shift rate. Should the Contractor or sub-contractor choose to work at 7:00am.through 3:30pm as the first shift, the second shift will work eight (8) consecutive hours following the first shift with one-half hour break in each case.

B. Second Shift - If a second or third shift is required, then the shift premium for the second or third shift shall be fifteen (15%) percent

C. Shift work relating to structural steel erection is subject to a mutual agreement between Iron Workers Local 40 and the CM, the Contractor or sub-contractor, due to the potential hazardous situations which could exist.

D. A first shift need not be worked in order to work a second or third shift.

SECTION 4. SATURDAY MAKE UP DAY

When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union, schedule Sat-

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urday during that calendar week in which a workday was lost, as a make-up work day at straight time rates, where New York Labor Law Section 220 and the Prevailing Wage Schedule for Westchester County permit this; providing the employees involved work a total of 40 hours or less during that work week. Any work after eight hours on a Saturday make-up day shall be at time and one half. If the make-up day results in an employee to be entitled to more than forty (40) hours pay for the week, the additional time shall be at time and one half. The crew of employees on a make-up day shall not exceed the average crew size employed during the week.

SECTION 5. HOLIDAYS

A. Schedule - There shall be only the following 8 recognized holidays on the Project:

New Year's Day	Labor Day
Presidents 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 Saturday shall be observed on the preceding Friday and those which occur on Sunday shall be observed on the following Monday.

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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 Exhibit B CBA

C. Exclusivity - No holidays other than those listed in Section 5(A) above shall be recognized or observed on the Project.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor or subcontractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Exhibit B CBA, except that no reporting pay shall be required for lost days due to severe weather conditions that cause the Project to shut down or makes performing certain work unsafe, power outage, fire, natural disaster, Presidential or Vice Presidential visits, or Homeland Security directives provided employees are called at least three hours ahead of their scheduled shift start (email notification shall also be sent to the Local Unions involved).

B. When an employee, who has completed his 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 Exhibit B CBA, at the employee's straight time rate.

C. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor or sub-contractor's invocation of Section 7 below, he 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 payments of any kind.

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E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Exhibit B CBA requires a full week's pay for foreperson

SECTION 7. PAYMENT OF WAGES

Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor or sub-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 or sub-contractor, together with an itemization of deductions from gross wages.

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 or subcontractor shall also provide the employee with a written statement setting forth the date of layoff or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

The Contractor or sub-contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances employees will be paid for actual time worked; provided, however, that when the Contractor or sub-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 9. INJURY/DISABILITY

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the

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employee shall be rehired at such time as he is able to return to his duties provided there is still work available on the Project for which he is qualified and able to perform.

SECTION 10. TIME KEEPING

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

SECTION 11. MEAL PERIOD

The Contractor or sub-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 or sub-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, he shall be compensated in a manner established in the applicable Exhibit B CBA.

SECTION 12 BREAK PERIODS

There will be no rest periods, organized coffee breaks, or other non-working time established during working hours, with the exception of reasonable coffee and/or soda breaks to be determined by the Contractor or sub-contractor. Individual coffee containers will be permitted at the employee's work location.

ARTICLE 13 - APPRENTICES

SECTION 1 RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities and women, the Contractor and sub-contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is

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customarily performed by the craft in which they are indentured. The Contractor and subcontractor may utilize apprentices with the approval of the affected affiliate or affiliates to the highest ratio filed with New York State Department of Labor.

SECTION 2. MINORITIES, WOMEN, HELMETS TO HARDHATS

A. 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 goal is achieved, the Contractors and the Unions agree that minority or women apprentices or recognized trainees may be used on the Project in accordance with the requirements of the Project bid documents.

B. **Helmets to Hardhats.** The CM and the unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in building and construction industry. The CM and unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

(1) The Unions and the CM agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

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ARTICLE 14- SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

The Contractors, the Council and the Local Unions acknowledge that the CM has submitted to the Owner, and the Owner has approved, a Safety Program for the Project and that the CM will monitor and measure compliance by the Contractors and their employees and workers with the Safety Program, report deficiencies and direct remedial action. The Safety program is more fully described in Exhibit D hereto, except that the provisions of the Substance Abuse Prevention and Firearms Prohibition Policy, which is summarized in Section 4 below and is described at Exhibit D hereto, shall supersede any contrary provisions of the Safety program. The Contractor and sub-contractor will ensure that applicable OSHA requirements are at all times maintained and enforced on the Project and the employees and 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 Contractor 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 CM, the Contractor and sub-contractor for this Project, including the CM's Exhibit D Safety program. Such other CM and Contractor rules will be published and posted in conspicuous places throughout the Project Site. Every employee who disregards or violates any safety, security, or visitor rules will be subject to discharge.

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SECTION 3. INSPECTIONS

The CM, the Contractors and the sub-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 Contractor, sub-contractor and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, military status, predisposing genetic characteristics, age or marital status in any manner prohibited by law or regulation. It is recognized that special procedures may be established by the CM, the Contractor and sub-contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment if any 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 CM, the Contractors and the sub-contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, including but not limited to rules relating to health and safety, access, smoking, and alcohol and drug use, and a comprehensive security, badging and access system to control worker access to the Project Site. These rules will be explained at the pre-job conference and posted at the Project Site and may be amended

PROJECT LABOR AGREEMENT

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.

- A. No smoking will be permitted on or adjacent to the Project Site.
- B. No alcohol or illegal drug use on or adjacent to the Project Site.
- C. Personal protective equipment (PPE) such as hardhats, safety vests, eye protection, work boots, gloves, and any other equipment for a specific task shall be worn on the Project Site at all times.
- D. Proof of successfully completing the OSHA 10 hours safety training course within the last 5 years prior to working on project site.

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

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

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SECTION 5. FULL WORKDAY

Starting and quitting times shall occur at the staging areas as may be designated by the CM, with the understanding that on any single day, the staging area will be the same location as the employee's starting time and quitting time. On-site parking will be provided. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Council, on its own behalf and on behalf of its affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding any contrary provisions of any applicable prevailing wage, or other, law, and intend this Agreement to constitute an unequivocal, knowing and express waiver of the application to Project Work within the scope of this Agreement of any such prevailing wage law to the fullest extent permissible under the law, including specifically, but not limited to, provisions relating to shift, night, and similar differentials and premiums, holidays and holiday pay, and pay for hours not worked. The parties agree that the terms and conditions of this Agreement are prevailing in their industry and are consistent with the terms and conditions of employment that the Local Unions and their members have traditionally enjoyed in Westchester County

To the extent the provisions of this Agreement differ from the requirements of the applicable prevailing wage law, or any other law, the Unions, on their own behalf and on behalf of the individual employees they represent, intend the provisions of this Agreement to control to the maximum extent permitted by law.

ARTICLE 17- SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

PROJECT LABOR 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, or if such application may cause the loss of Project funding for all or any part of the Project, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law, unless the part or parts so found to be in violation of law are wholly inseparable from remaining provisions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties to this Agreement will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Owner's 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, or may cause the loss of funding for all or any part of the Project, such requirement (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor or sub-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.

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SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the CM, the Contractor, any sub-contractor, nor 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 will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors, sub-contractors and signatory Unions.

ARTICLE 18- FUTURE CHANGES TO COLLECTIVE BARGAINING AGREEMENTS

SECTION 1. CHANGES TO AREA CONTRACTS

Exhibit B CBA's shall continue in full force and effect until the Contractor, the sub-contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Exhibit B CBA's notify the CM in writing of the mutually agreed upon changes in provision of such agreements which are applicable to the Project, and their effective dates. It is agreed that any provisions negotiated into the Exhibit B CBA's will 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 Project Agreement.

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Any disagreement between signatories to this Agreement over the incorporation into the Exhibit B CBA's of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, sympathy strikes, parades, bannering, establishment of an inflatable rat or any similar display or signal, work stoppages, sympathy actions, picketing, hand billing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of Area Local 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

At the written option of the Contractor and with the written approval of the Building and Construction Trades Council of Westchester and Putnam Counties, New York, all Local Unions, Contractors and Sub-Contractors working on this project agree to be bound by the Collectively Bargained Workers Compensation Alternative Dispute Resolution Agreement [ADR Agreement] and to the ADR program set forth therein, by and between the Construction Industry Council of Westchester and the Hudson Valley, Inc. and the Building and Construction Trades Council of Westchester and Putnam Counties, New York, entered into on January 26, 2007, as amended

ARTICLE 20-DRUG FREE WORK PLACE; FIREARMS PROHIBITION

This Project Site is a Drug-Free Workplace. The use, consumption, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms during working hours

PROJECT LABOR AGREEMENT

or while on the Project Site, and reporting for work under the influence of a controlled substance or alcohol are prohibited. The CM's substance abuse and firearms prohibition policy will apply to all individuals performing work on the Project Site and is attached as Exhibit D, and the CM will arrange for testing of employees of the Contractor or the Subcontractor in question through Clarity Testing Services at the Contractor's or Subcontractor's expense.

ARTICLE 21-LABOR MANAGEMENT ALLIANCE

SECTION 1. LABOR MANAGEMENT ALLIANCE (LMA)

A. The Contractor and all Subcontractors performing Project Work agree to be bound by the provisions of the Westchester Mid-Hudson Labor Management Alliance (LMA), which is incorporated by reference in its entirety into this Agreement and to contribute 5 cents (\$0.05) per hour for each hour worked by members of an affiliate on the Project. The Contractor agrees to provide the LMA with a quarterly report of the names, addresses and contact information of the Subcontractors working on the project.

B. The Contractor agrees to withhold payments for any monies due to a Subcontractor who is delinquent in contributions to the LMA upon receipt of a Twenty One (21) day notice which was sent to the Subcontractor with notice of the delinquency and that the Contractor will be instructed to withhold payment of all monies due to the delinquent Subcontractor until the necessary contributions are made to the LMA.

ARTICLE 22 – MISCELLANEOUS

SECTION 1- - NOTICES

Any notice, request, demand, instruction, or other document to be given or served will be in writing and will be delivered personally with a receipt requested thereof or by fax or e-mail or

PROJECT LABOR AGREEMENT

sent by Federal Express at the respective addresses set forth below To the CM, unless otherwise agreed to in writing, the terms and conditions of the Exhibit B CBA's, except as modified by this PLA, shall remain in full force and effect

SECTION 2 -AMENDMENTS

Amendments to this Agreement, which may be required for operational efficiency or implementation consistency, may be established by mutual agreement of the parties to this Agreement.

SECTION 3 - GOVERNING LAW

This Agreement will be governed by the laws of the United States and of the State of New York.

SECTION 4 -DURATION OF AGREEMENT

This Agreement will remain in effect until no later than 60 calendar days after the CM substantially completes the demolition, building core and shell, and construction of the building interior and Tenant spaces which are to be occupied immediately by the Owner. The CM shall provide written notice to the Council that the Project Work is substantially complete in accordance with Article 22, Section 1, and the Agreement shall remain in effect until the end of the 60th calendar day following the date of notice. Notwithstanding the foregoing sentence, the Council and the Local Unions shall make no Claim to stand-by work to be performed in any part of the Project Site, or any facility, system or space, that the Owner has accepted, used, or occupied, regardless of whether the facility, system or space is used to support the construction, renovation or demolition work that has been awarded to the CM.

PROJECT LABOR AGREEMENT

SECTION 5 - COUNTERPARTS

This Agreement may be executed by facsimile or PDF and/or in one or more counterparts, and by the parties and Local Union signatories hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed.

CONSTRUCTION MANAGER

By: _____

DATE _____

PROJECT LABOR AGREEMENT

(Name/Title)

BUILDING & CONSTRUCTION TRADES COUNCIL OF WESTCHESTER & PUTNAM
COUNTIES, New York, AFL-CIO on behalf of itself and the Local Unions listed in Exhibit "B"
attached

BY: _____

EDWARD DOYLE, SR., PRESIDENT

DATE _____

BY: _____

JEFF LOUGHLIN, VICE-PRESIDENT

DATE _____

BY: _____

DARIO BOCCAROSSA, SECRETARY-TREASURER

DATE _____

PROJECT LABOR AGREEMENT

EXHIBIT "A"

Project Labor Agreement - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement covering

IFB-6814 RENOVATIONS GOVERNMENT CENTER GARAGE

As such Agreement may, from time to time,

be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by the referenced herein.

Name of Contractor or Subcontractor: _____

Authorized Officer & Title: _____

Signature: _____ Date: _____

Address: _____

Phone: _____

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EXHIBIT "B"
CBA'S

BRICKLAYERS AND ALLIED CRAFT WORKERS LOCAL UNION 5

NORTHEAST REGIONAL COUNCIL OF CARPENTERS - LOCAL 279

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #3

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL #235

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #137

DISTRICT COUNCIL #9 INTERNATIONAL BROTHERHOOD OF PAINTERS AND AL-
LIED TRADES AFL-CIO

PLUMBERS & STEAMFITTERS LOCAL 21

TEAMSTERS LOCAL #456

DOCKBUILDERS LOCAL UNION 1556

LOCAL UNION #40 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTU-
RAL AND ORNAMENTAL IRON WORKERS

METALLIC LATHERS UNION LOCAL #46

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #15D

TEAMSTERS LOCAL #813

TEAMSTERS LOCAL #814

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ASBESTOS WORKERS LOCAL #91 (INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS)

GLAZIERS LOCAL 1087

BOILERMAKERS LOCAL #5

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 363

LOCAL ONE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS OF NEW YORK AND NEW JERSEY (AFL-CIO)

IRON WORKERS DISTRICT COUNCIL OF GREATER NEW YORK ANVICINITY

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

MILLWRIGHT AND MACHINERY ERECTORS LOCAL UNION NO. 740

IUOE LOCAL NO. 30 - OPERATING ENGINEERS

STONE DERRICKMEN AND RIGGERS LOCAL UNION NO. 197

ROAD SPRINKLER FITTERS LOCAL 669

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL NO. 8, NEW YORK

SHEET METAL WORKERS' LOCAL UNION 38

BRIDGE PAINTERS LOCAL 806

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TILE, MARBLE & TERRAZZO BRICKLAYERS & ALLIED CRAFTSMEN LOCAL UNION
NO. 7 OF NEW YORK & NEW JERSEY

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
LOCAL 262

UNITED CEMENT MASONS' UNION OF GREATER NEW YORK AND LONG ISLAND
LOCAL 780

HEAVY CONSTRUCTION LABORERS LOCAL 60

RESILIENT FLOOR COVERERS LOCAL 2287

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EXHIBIT "C"

PROJECT SITE AND PROJECT WORK

Description to follow