NYC SCA PLA

PROJECT LABOR AGREEMENT COVERING SPECIFIED CONSTRUCTION WORK UNDER THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2015 -2019

ON BEHALF OF THE NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

NYC SCA PLA

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 1

SECTION 1. PARTIES TO THE AGREEMENT 2

ARTICLE 2 - GENERAL CONDITIONS 3

SECTION 1. DEFINITIONS 3

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE 3

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT 4

SECTION 4. SUPREMACY CLAUSE 4

SECTION 5. LIABILITY 5

SECTION 6. THE SCA 5

SECTION 7. AVAILABILITY AND APPLICABILITY 6

ARTICLE 3-SCOPE OF THE AGREEMENT 6

SECTION 1. WORK COVERED 6

SECTION 2. TIME LIMITATIONS 8

SECTION 3. EXCLUDED EMPLOYEES 8

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES 10

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT 10

SECTION 1. PRE-HIRE RECOGNITION 10

SECTION 2. UNION REFERRAL 10

SECTION 3. NON-DISCRIMINATION IN REFERRALS 12

SECTION 4. MINORITY AND FEMALE REFERRALS 13

SECTION 5. CROSS AND QUALIFIED REFERRALS 13

SECTION 6. UNION DUES 13

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS 14

ARTICLE 5- UNION REPRESENTATION 14

SECTION 1. LOCAL UNION REPRESENTATIVE 14

SECTION 2. STEWARDS 14

SECTION 3. LAYOFF OF A STEWARD 15

ARTICLE 6- MANAGEMENT'S RIGHTS 15

SECTION 1. RESERVATION OF RIGHTS 15

SECTION 2. MATERIALS, METHODS & EQUIPMENT 16

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS 16

SECTION 1. NO STRIKES-NO LOCK OUT 16

SECTION 2. DISCHARGE FOR VIOLATION 17

SECTION 3. NOTIFICATION 17

SECTION 4. EXPEDITED ARBITRATION 18

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION 20

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE 20

SECTION 1. SUBJECTS 20

SECTION 2. COMPOSITION 20

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE 20

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES 20

SECTION 2. LIMITATION AS TO RETROACTIVITY 23

SECTION 3. PARTICIPATION BY CONSTRUCTION PROJECT MANAGER 23

ARTICLE 10 - JURISDICTIONAL DISPUTES 24

SECTION 1. NO DISRUPTIONS 24

SECTION 2. ASSIGNMENT 24

SECTION 3. NO INTERFERENCE WITH WORK 24

ARTICLE 11 - WAGES AND BENEFITS 24

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE 24

SECTION 2. EMPLOYEE BENEFITS 25

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, ... 30

SHIFTS AND HOLIDAYS 30

SECTION 1. WORK WEEK AND WORK DAY 30

SECTION 2. OVERTIME 31

SECTION 3. SHIFTS 32

SECTION 4. HOLIDAYS 34

SECTION 5. REPORTING PAY 34

SECTION 6. PAYMENT OF WAGES 36

SECTION 7. EMERGENCY WORK SUSPENSION 36

SECTION 8. INJURY/DISABILITY 36

SECTION 9. TIME KEEPING 37

SECTION 10. MEAL PERIOD 37

SECTION 11. BREAK PERIODS 37

ARTICLE 13 - APPRENTICES 37

SECTION 1. RATIOS 37

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY 38

SECTION 1. SAFETY REQUIREMENTS 38

SECTION 2. CONTRACTOR RULES 38

SECT1ON 3. INSPECTIONS 38

ARTICLE 15 - NO DISCRIMINATION 39

SECTION 1. COOPERATIVE EFFORTS 39

SECTION 2. LANGUAGE OF AGREEMENT 39

ARTICLE 16- GENERAL TERMS 39

SECTION 1. PROJECT RULES 39

SECTION 2. TOOLS OF THE TRADE 40

SECTION 3. SUPERVISION 40

SECTION 4. TRAVEL ALLOWANCES 40

SECTION 5. FULL WORK DAY 40

SECTION 6. COOPERATION AND WAIVER 40

ARTICLE 17. SAVINGS AND SEPARABILITY 41

SECTION 1. THIS AGREEMENT 41

SECTION 2. THE BID SPECIFICATIONS 41

SECTION 3. NON-LIABILITY 42

SECTION 4. NON-WAIVER 42

ARTICLE 18- FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS 42

SECTION 1. CHANGES TO AREA CONTRACTS 42

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS 43

ARTICLE 19 - WORKERS' COMPENSATION ADR 43

SECTION 1. 43

ARTICLE 20 – SUBCONTRACTING 44

ARTICLE 21 - HELMETS TO HARDHATS 44

SECTION 1. 44

SECTION 2. 45

PROJECT LABOR AGREEMENT COVERING SPECIFIED CONSTRUCTION ON BEHALF OF THE NEW YORK CITY SCHOOL CONSTRUCTION SCA

ARTICLE 1 - PREAMBLE

WHEREAS, the New York City School Construction Authority (' SCA"), acting as its own Construction Manager, desires to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation and renovation work performed under the SCA's Capital Improvement Program ("CIP") ("Program Work," as defined in Article 3) for Fiscal Years 2015 to 2019 in a manner designed to afford the lowest costs to the SCA, and the Public it represents, and the advancement of permissible statutory objectives;

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

(1) providing a mechanism for responding to the unique construction needs associated with this Program Work and achieving the most cost effective means of construction, including direct labor cost savings, the Building and Construction Trades Council of Greater New York and Vicinity, on its behalf and on behalf of its affiliated Local Unions and their members, waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work.

(2) expediting the construction process and otherwise minimizing the disruption to the educational environment of New York City public schools;

(3) promoting the statutory objectives stated in the SCA's enabling legislation, Public Authorities Law § 1725 et seq., in a non-discriminatory manner designed to open construction opportunities to all qualified bidders;

(4) avoiding the costly delays of potential strikes, slowdowns, walkouts,

picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Program Work;

(5) standardizing the terms and conditions governing the employment of labor on the Program Work

(6) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off-school hours yet at affordable pay rates;

(7) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(8) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(9) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged;

(10) ensuring a reliable source of skilled and experienced labor;

and, WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its affiliated Local Unions and their members, desire to assist the SCA in improving public education in the City of New York, as well as to provide for stability, security and work opportunities which are afforded by a Project Labor Agreement;

and, WHEREAS, the Parties desire to maximize Program Work safety conditions for both workers and users of New York City Schools under construction;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") for rehabilitation and renovation work to be performed under the defined CIP and Restructuring Program entered into

by the New York City School Construction Authority ("SCA") and the Building and Construction Trades Council of Greater New York and Vicinity ("Council" or "BCTC") and its signatory affiliated Local Unions and their members) ("Local Unions").

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties, the Building and Construction Trades Council of Greater New York and Vicinity and its affiliated Local Unions' construction divisions, as opposed to their maintenance and/or repair and service divisions, if any, 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 any Construction Project Manager who may serve as a successor to the SCA in that role, to General Contractors and to all other contractors, and subcontractors of whatever tier, engaged in Program Work within the scope of this Agreement as defined in Article 3; the SCA is referred to as the "SCA" except that when the SCA is referred to in its capacity as Construction Project Manager, it (or any successor to the SCA acting in that capacity) is referred to as "Construction Project Manager;" the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "Council" or "BCTC"; and the work covered by this Agreement (as defined in Article 3) is referred to as "Program Work".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council, on behalf of itself, its affiliated Local Unions and their members; and (2) the Agreement is approved and signed by the President & CEO of the SCA.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all Unions and their construction divisions the Construction Project Manager (in its capacity as such) and all Contractors performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors and subcontractors performing Program Work shall be required to sign an Affidavit of Project Labor Agreement in the form annexed hereto as Exhibit "A". This Agreement shall be administered by the Construction Project Manager or such other designee as may be named by the SCA, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Program Work, in whole or in part. The Collective Bargaining Agreements of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule A list of Agreements, shall be deemed the Schedule A Collective Bargaining Agreements ("Schedule A CBA") under this Agreement. Where association and independent Collective Bargaining Agreements for a particular type of construction work are both set forth in Schedule A, association members shall treat the applicable association agreement as the Schedule A CBA and independent contractors shall treat the applicable independent agreement as the Schedule A

CBA. Where a subject covered by the provisions, of this Agreement is also covered by a Schedule A, 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 Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding on this Program Work unless endorsed in writing by the Construction Project Manager or such other designee as may be designated by the SCA.

It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, 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, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles 7, 9 and 10 of this Project Labor Agreement, which shall apply to such work.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Project Manager 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.

SECTION 6. THE SCA

The SCA shall require in its bid specifications for all Program Work within the

scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The SCA (including in its role as Construction Project Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the SCA (including in its role as Construction Project Manager) in determining which Contractors shall be awarded contracts for Program Work. It is further understood that the SCA (including in its role as Construction Project Manager) has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any Program.

SECTION 7. AVAILABILITY AND APPLICABILITY

TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Program 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 site of Program Work.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

Program Work shall be limited to designated rehabilitation and renovation construction contracts bid and let by the SCA after the effective date of this Agreement for rehabilitation and renovation work performed on New York City Public Schools pursuant to funds authorized under the Capital Improvement and Restructuring Programs for Fiscal Years 2015 to 2019. Subject to the foregoing, and the exclusions below, such Program Work generally

shall include demolition, reconstruction, rehabilitation, renovation work associated with school improvement and restructuring, technology enhancement, safety enhancement, general enhancement, CIP and other programs and needs as set forth in the Capital Program.

It is understood that Program Work does not include, and this Project Labor Agreement shall not apply to, any other work, including:

1. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work initiated under Fiscal Year Programs prior to the date of execution of this 2015 PLA or to any contracts for Fiscal Year Programs after the date of execution of this 2015 PLA that have been bid prior to the effective date of this Agreement.

2. Contracts let and work performed in connection with any and all Mentor and Graduate Mentor Contracts involving minority and women contractors, provided such contracts have a value of $1,000,000 or less; except to the extent that a Mentor Contractor not otherwise bound to a Schedule "A" chooses, on a job-by-job basis, to work under the terms of the PLA.

3. Contracts let by and work performed under New York City Department of Education or New York City Department of Design and Construction Management.

4. Contracts let and work performed for lease build out construction.

5. Contracts let and work performed under the New Capacity Program of the Capital Plan (including new building construction, additions to existing facilities, and lease build outs).

6. Contracts let and work performed under the Charter and Partnership Schools Program of the Capital Plan.

7. Contracts let and work performed for Maintenance and Janitorial work.

8. Technology Enhancements to the extent they do not involve construction services.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Section 1, to be covered by this Agreement Program Work must be (1) let for bid after the effective date of this Agreement, and (2) let for bid prior to June 30, 2019, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Program Work:

a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

b. Employees of the SCA, or of any New York City or other municipal or State agency entity (including, but not limited to, employees of the New York City Department of Education ("DOE")), or employees of any other public employer, even though working on the

Program site while covered Program Work is underway;

c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling, or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Program site;

d. Employees of the Construction Project Manager (except that in the event the SCA engages a Contractor to serve as Construction Project Manager, then those employees of the Construction Project Manager performing manual, on site construction labor will be covered by this Agreement);

e. Employees engaged in on-site equipment warranty work;

f. Employees engaged in geophysical testing other than boring for core samples;

g. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the SCA, or any of the SCA's other professional consultants, and such laboratory, testing, inspection, or surveying firm;

h. Employees engaged in work which is ancillary to Program Work and performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads, provided such entities may only install their work up to a pre-determined demarcation point in a project, and provided further, the employees of such entities may not perform the work historically performed by the affiliated local unions.

i. Employees engaged in technology installation (except to the extent they are involved in construction services in connection with such installation) and provided that all low voltage work from the pre-determined demarcation point (or points where there is a different demarcation point for voice and data) shall continue to be in jurisdiction of Local 3 electricians.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform work Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the SCA (including in its capacity as Construction Project Manager) or any Contractor. The Agreement shall further not apply to the SCA or any New York City or other municipal or State agency, SCA, or entity (including, but not limited to, the DOE or the New York City Department of Design & Construction), or any other public entity, and nothing contained herein shall be construed to prohibit or restrict the SCA or its employees, or any New York State, New York City, or other municipal or State agency or entity (including but not limited to the DOE) and its employees from performing on or off-site work related to Programs. As the contracts involving covered 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 Construction Project Manager for performance under the terms of this Agreement.

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Program Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to employ and hire craft employees for Program

Work covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Program Work and who meet the following qualifications:

(1) possess any license required by New York State law for the Program Work to be performed;

(2) have worked a total of at least 1000 hours in the Construction field during the prior three (3) years; and

(3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve (12%) percent of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. Notwithstanding Section 2(B) above, a Mentor or Graduate Mentor performing work under this PLA on a contract valued at one million ($1,000,000) dollars or less may employ its core workforce meeting the standards set forth in Section 2B(1),(2) and (3) above, and any additional employees shall be hired in accordance with Section 2A above. Where a Mentor or Graduate Mentor chooses to employ its core workforce in accordance with this provision, such Mentor or Graduate Mentor Contractor shall provide to the SCA and the Construction Manager, if appropriate, a list of core employees with sufficient back-up documentation, including, but not limited to, payroll records, establishing that those employees satisfy the standards set forth in Section 2B above, and such information shall be provided to any Local Union requesting same for the purpose of monitoring compliance with this Agreement.

D. Where a Mentor or Graduate Mentor Contractor voluntarily enters into a Collective Bargaining Agreement ("CBA") with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state, and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional

provisions, or any other aspects or obligations of Union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's Union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling affirmative action goals as set forth in the SCA's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source. In the event that the SCA adopts local workforce participation goals to be set forth in its bid specifications, the SCA and the BCTC will work together to seek agreement on appropriate goals to be set forth in applicable bid documents and to be subject to the provisions of this section.

SECTION 5. CROSS AND QUALIFIED REFERRALS

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

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Program Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which

the employee is performing Program Work. No employee shall be discriminated against at any Program Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. 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 craftpersons he is leading exceed a specified number

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

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

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Construction Project Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their

craft classifications. There will be no non-working Stewards, all Stewards are working Stewards.

(b) In addition to his/her 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 Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union twenty-four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its

employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor or SCA (including in its role as Construction Project Manager), and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre--finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source, provided that they comply with lawful union standards clauses and fabrication provisions contained in Schedule "A" agreements. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages,

slowdowns, hand billing, demonstrations, or other disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Program Work or the educational mission and objectives of the New York City public schools at any Program Work site. 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 a Program Work site is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try immediately to end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of one hundred (100) days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it shall notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Project Manager to

give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

a. A party invoking this procedure shall notify Richard Adelman or Richard C. Cooper who shall alternate (beginning with Arbitrator Richard Adelman) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within twenty-four (24) hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

b. The arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Project Manager, hold a hearing within forty-eight (48) hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty-four (24) hours after the notice to the district or area council required by Section 3, above.

c. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Project Manager, and Local Union involved. The hearing may be held on any day, including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 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.

d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Project Manager. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

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

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

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

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

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

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the SCA and the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or

application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Grievances shall include the SCA contract number and the program work address provided that such information is posted at the program work site, and available on the SCA website or other publically accessible location.

Grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the Labor Management Committee (LMC) in the first instance rather than Step 1 below. To be timely, such notice must be given no later than ten (10) days prior to a bid opening if the grievance is challenging a determination by the SCA that the contract is not subject to this Agreement. For other grievances as to Contractor scope of work issues, notice of such challenges shall be submitted to the LMC within seven (7) calendar days after the act, occurrence or event giving rise to the grievance. If the scope of work grievance is not resolved within twenty-one (21) days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Project Manager. To be timely, such notice of the grievance must be given within seven (7) calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the

matter within seven (7) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven (7) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Project Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within seven (7) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

A Step 2 grievance shall be filed with the SCA, the BCTC, the Contractor, and, where applicable, the subcontractor. The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council, and the Construction Project Manager (or designee), shall meet in Step 2 within seven (7) calendar days of service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

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 twenty-one (21) calendar days after the initial Step 2

meeting, submit the grievance in writing (copies to other participants, including the Construction Project Manager or designee) to Richard Adelman or Richard C. Cooper who shall act, alternately (beginning with Arbitrator Richard Adelman), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Project Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have SCA to make decisions only on the issues presented to him and shall not have the SCA to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with Federal or State law, may provide retroactivity of any kind exceeding sixty (60) calendar days prior to the date of service of the written grievance on the Construction Project Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY CONSTRUCTION PROJECT MANAGER

The Construction Project Manager (or such other designee of the SCA) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may

participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

The New York Plan For the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving Program Work.

SECTION 1. NO DISRUPTIONS

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

SECTION 2. ASSIGNMENT

All Project Work assignments shall be made by the Contractor to the construction divisions of BCTC or BCTD affiliated unions pursuant to the Greenbook decisions of the New York Plan. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan.

SECTION 3. NO INTERFERENCE WITH WORK

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

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with

the work performed and paid the base, straight time hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay timely contributions on behalf of all employees covered by this Agreement to those established jointly trusteed employee benefit funds designated in Schedule A (in the appropriate Schedule A amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trusteed employee benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts, or plans of any kind which are not required by the prevailing wage law; however, this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate employees pursuant to Article 4, Section 2 (B) and (C) ("core" employees) that are not signatory to a Schedule A Agreement and who maintain bona fide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employees must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

2. A Contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the SCA at the time of contract award a complete set of plan documents for each non-Schedule A benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(l) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. The SCA shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor's alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) core employees, the Local Unions have no duty to enforce the Contractor's obligations on the alternate benefit plan(s) as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the SCA determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter of Assent, satisfy its obligations for all employees, including core employees, by contributing to the Schedule A benefit plans in accordance with the terms of the Schedule A Agreements.

C. The Contractors agree to be bound by the written terms of the legally established jointly trusteed 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 Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

D. 1. To the extent consistent with Public Authorities Law Section 1734 and other applicable SCA procurement requirements, and in consideration of the Unions' waiver of their rights to withhold labor from a Contractor or subcontractor delinquent in the payment of employee benefit contributions ("Delinquent Contractor"); the SCA agrees that where any such union and/or employee benefit fund shall notify the SCA, the General Contractor, and the Delinquent Contractor, in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or employee benefit fund is in dispute, the SCA shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the Union or employee benefit fund claims to be due it, and shall remit the amount when and so withheld to the employee benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the SCA, be deemed a payment by the SCA to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The Union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the Union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other SCA or non-SCA project.

2. In addition, where a Union or employee benefit fund gives notice to the SCA that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the SCA determines that the notice includes appropriate back-up documentation that the Contractor is delinquent, the SCA will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to the SCA Labor Law Compliance Unit. Any documentation by the SCA that there is insufficient back-up must be reasonable. In the event the SCA determines there is insufficient back-up documentation, it will notify the appropriate Union and/or employee benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. This provision is intended to enhance compliance with the prevailing wage law and the PLA with respect to the payment of fringe benefits, and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement.

The SCA will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one (1) year period or such earlier period if the Contractor is ultimately determined not be a Delinquent Contractor. Such proof of payment, when required, is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the SCA, Construction Manager, General Contractor, the prime, or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The Union and the employee benefit funds shall, upon request, receive copies of the certified payrolls, cancelled checks, or other proof of payment from the SCA.

E. In the event the General Contractor or Delinquent Contractor shall notify

the SCA as above provided that the claim of the Union or employee benefit fund is in dispute, the SCA shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the Union and/or employee benefit fund claims to be due it, pending resolution of the dispute pursuant to the Union's Schedule A agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or fringe benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the SCA shall be required to withhold amounts from a General Contractor for the benefit of more than one employee benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the SCA, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or employee benefit fund claims received on such day. Nothing herein contained shall prevent the SCA from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

F. Payment to an employee benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on the part of the SCA to pay any Union or employee benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between

the Union/employee benefit fund and/or fringe benefit and the SCA.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall be Monday through Friday, and consist of forty (40) hours of work at straight time rates per one of the following schedules:

(1) Five-Day Work Week: Five (5) days, Eight (8) hours plus 1/2 hour unpaid lunch period each day.

(2) Four-Day Work Week: Four (4) days, Ten (10) hours plus 1/2 hour unpaid lunch period each day.

(3) Notwithstanding the above, the standard work week may be reduced to 35 or 37 ½ hours of work at straight time rates, Monday through Friday, 7 or 7 ½ hours per day, plus ½ hour unpaid lunch hour in those limited circumstances where the SCA is prevented from working a full eight (8) hours by the New York City Department of Buildings, Department of Transportation, or other governmental regulatory agency. The 10 hour, 8 hour, 7 ½, or 7 hour work day must be established by the SCA and may not be altered by the Contractor.

B. Except as provided in paragraph A(3) above, in accordance with Program needs, the Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the SCA's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the SCA's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site

designated by the Contractor.

C. Scheduling - Monday through Friday is the standard work week. The Contractor shall have the option of scheduling either a five-day or four-day work week and work day hours consistent with work requirements and with emphasis on the minimization of interference with the educational mission of the New York City public schools. (A Contractor may switch between five-day and four-day weeks only with notice to and approval of the SCA.) When conditions beyond the control of the Contractor, such as severe weather, power failure, fire, or natural disaster, prevent the performance of Program Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4/10s) or schedule Saturday (where on 5/8s) during that calendar week in which a workday was lost, at straight time pay (subject to Section 3 B), provided it does not actually constitute overtime for the employees as set forth in Section 2 below.

D. Notice - Contractors shall provide not less than five (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

Except as provided elsewhere in the PLA (e.g., Article 12, Section 1C and Article 12, Section 3B), overtime pay for hours outside of the standard work week and work day, described in Section 1(A) above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week at straight time rates, except that, in order to promote efficiency, weekend overtime work shall be offered first to

members of the crew which handled that work during the week. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions including the minimization of interference with the educational mission of the New York City public schools. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Construction Project Manager, and must be scheduled with not less than five work days notice to the Local Union.

B. Second/or Third Shifts/Saturday and/or Sunday Work - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the SCA's phasing plans on specific projects. There shall be no reduction in shift hours work; however, with respect to second and third shift work there shall be a five (5%) percent shift differential premium.

1) This five (5%) percent shift differential premium shall also apply to second and/or third shift work performed on Saturdays or Sundays as make-up days, when necessitated by severe weather, power failure, fire or natural disaster of for similar circumstances beyond the Contractor's control. (The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.) No other premium or other

payments for such work shall be required unless such work is in excess of forty (40) hours in the week.

2) Weekend Work: Where a worker has not already worked five (5) full work days in accordance with the alternate work day schedules in Section 1 (A), in the week, work performed on weekend days, that are not make-up days, shall be paid at the Contract rate or Time and one-half, whichever is less.

3) Weekend Overtime work: Where a worker has already worked full work days in accordance with the alternate work day schedules in Section 1 (A) during the regular work week, work performed as weekend overtime work shall be paid pursuant to Schedule "A."

4) All employees within a classification performing Program Work will be paid at the same wage base rate regardless of the shift or work schedule, subject only to the foregoing provisions.

5) The parties acknowledge that the foregoing, providing for second and third shift work to be performed at a five (5%) percent differential above the labor costs of day shift work, is material to the purposes of this Agreement.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project Work requirements subject to the notice requirements of paragraph A.

D. Four Tens (4/10s) — Notwithstanding any other provision of this Agreement, when working a four-day work week, the standard work day shall consist of ten (10) hours work for ten (10) hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time, upon the proper approval by the New York State Department of Labor, as necessary.

SECTION 4. HOLIDAYS

A. Schedule - There shall be nine (9) recognized holidays on the Project:

New Years Day	Labor Day
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
	Thanksgiving Day
Independence 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 or Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

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

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two (2) hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift. Contractors shall not be permitted to call, text, or email

or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a Weather Advisory for the area in which the work location is situated, and the entire project is shut down as a result of the Weather Advisory, the Contractor shall be permitted to ~~call or~~ speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service Advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The Contractor shall make every effort to notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

B. When an employee, who has completed his/her scheduled shift and left the Project Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, s/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 premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A requires a full weeks' pay for

forepersons.

SECTION 6. PAYMENT OF WAGES

A. Payday – To the extent not inconsistent with Schedule "A", payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 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.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than a full day's pay as in accordance with the employee's regularly scheduled alternate work day schedules in Article 12, Section 1(A) for that day. Further, the employee shall be rehired at such time as able to return to

duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

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

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted under law, rule, or regulation of the New York State Department of Labor. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The parties encourage the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women ("N.E.W."), and New York City Helmets to Hardhats as appropriate sources of apprentice recruitment.

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts. Employees will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and SCA from injury or harm to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

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

SECT1ON 3. INSPECTIONS

The Contractors and Construction Project Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every

kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 16- GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Construction Project Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Project Work sites and may be amended thereafter as necessary, notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The Parties to this Agreement adopt and incorporate by reference herein the BCTC's Standards of Excellence annexed hereto as Exhibit "B".

SECTION 2. TOOLS OF THE TRADE

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

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

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

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor. The signatories reaffirm their policy of a fair days work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Construction Project Manager, Contractors and the Unions will cooperate in seeking any New York State Department of Labor, or any other government approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on 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 contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to

constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 17. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Program funding for all or any part of the Program, the provision involved (and/or its application to a particular part of the Program, 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 the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties shall 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 SCA'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, is otherwise determined to be in violation of law, or may cause the loss of

Program funding for all or any part of the Program, such requirement (and/or its application to a particular part of the Program, 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 only where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the SCA, the Construction Project Manager or any Contractor, or any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

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

ARTICLE 18- FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Construction Project Manager in writing of the hourly rate

changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

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

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

ARTICLE 19 - WORKERS' COMPENSATION ADR

SECTION 1.

The SCA is continuing to investigate the feasibility of utilizing a Workers Compensation ADR program under Section 25 (2-C) of the New York Workers Compensation Law, to be used in conjunction with its Owner Controlled Insurance Program ("OCIP") for Program Work. The SCA's current OCIP expires December 31, 2015. The SCA agrees that it

will bargain with the Union over inclusion of a pilot Workers Compensation ADR program for use under any OCIP it may have after January 1, 2016. This bargaining will include negotiations concerning the pilot program site, the availability of an ADR carrier with the necessary waivers or exemptions under the statute for the particular pilot program site, and other terms and conditions for such an ADR program. Contractors will be required to participate in any resulting program as determined by the SCA. In the event the pilot ADR program is successful and demonstrates meaningful savings for the SCA, the parties will negotiate regarding an ADR program on a Program wide basis. Notwithstanding the status of any of these negotiations, the remainder of this Agreement will remain in full force and effect.

ARTICLE 20 – SUBCONTRACTING

The Contractor 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.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the "New York City 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.

SECTION 2.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of_____, _____

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

BY: _____
(Name/Title)

FOR NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

BY: Lorraine Grillo
(Name/Title)

AFFILIATES: See attached for signatory affiliates

mentoring, support network, employment opportunities, and other needs as identified by the parties.

SECTION 2.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of_____, _____

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

BY: Gary LaBarbera President
(Name/Title)

FOR NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

BY: _____
(Name/Title)

AFFILIATES: See attached for signatory affiliates

BUILDING & CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK

AFFILIATED WITH THE
BUILDING CONSTRUCTION TRADES DEPARTMENT
OF WASHINGTON D.C.

BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NEW YORK STATE

AMERICAN FEDERATION OF LABOR OF CONGRESS
OF INDUSTRIAL ORGANIZATION

GARY LaBARBERA
PRESIDENT

September 14, 2015

To: All Affiliates

From: Gary LaBarbera

Re: Finalized Project Labor Agreement

As you are aware, the Building and Construction Trades Department of Washington, D.C. has approved the following project. This letter is to inform you that the PLA listed has been fully executed by all parties.

- **NYC School Construction Authority PLA**

Attached please find a fully executed copy of the agreement. If you have any questions, please do not hesitate to contact our office.

Yours in Solidarity

Gary LaBarbera

Gary LaBarbera

71 WEST 23rd STREET • SUITE 501-03 • NEW YORK, NEW YORK 10010
TEL. (212) 647-0700 • FAX (212) 647-0705

FOR THE LOCAL UNIONS:

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Steve Ludwigson, Business Manager - Boiler Makers Local No. 5

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

6/14/15
Date

STEVEN LUDWIGSON
Print name

BM/ST BOILERMAKERS LOCAL 5
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Geiger, Executive Secretary Treasurer
Carpenters District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Joseph A. Geiger
Signature

7/9/15
Date

JOSEPH A. GEIGER
Print name

E.S.T. NYCDCC
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Gino Castingnoli, Business Manager - Cement Masons No. 780

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

07-08-15
Date

Gino Castingnoli
Print name

BM Local 780
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Maurice Foley, Business Manager - Concrete Workers District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

Sept. 29. 2015
Date

MAURICE FOLEY
Print name

PRESIDENT - BUSINESS MANAGER
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: William Hayes, Business Manager - Derrickmen and Riggers Local Union No. 197

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

William D Hayes
Signature

7/29/15
Date

William Hayes
Print name

FS-T / Business Manager
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager - Drywall Tapers 1974 District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/13/15
Date

Joe Azzopardi
Print name

DC 9 PRS
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Christopher Erikson, Business Manager – Electrical Workers Local No. 3

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Christopher Erikson

Signature

7-6-15

Date

CHRISTOPHER ERIKSON

Print name

BUSINESS MANAGER LOCAL 3 IBEW

Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Lenny Legotte, Business Manager - Elevator Constructors Union Local No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/29/15
Date

Lenny Legotte
Print name

Pres/BM
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Agent at Large - Glaziers Local Union No. 1087 District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/13/15
Date

Joe Azzopardi
Print name

DC 9 Pres
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Jaime Soto, Business Manager - Heat & Frost Insulators
Local Union No. 12A

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

6/16/2015
Date

Jaime Soto
Print name

Business Manager/Secretary Treasurer Local 12A
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Matthew Aracich, Business Manager - Heat & Frost Insulators Local Union No. 12

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7.1.2015
Date

MATTHEW P ARACICH
Print name

BUSINESS MANAGER/FST HEAT+FROST INSULATORS, LOCAL 12
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: James P. Mahoney, President - Iron Workers District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

Date

JAMES P. MAHONEY

Print name

PRES I.W.D.C.

Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Robert Walsh, Business Manager - Iron Workers Local Union No. 40

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Robert W. Walsh
Signature

7-29-15
Date

Robert W. Walsh
Print name

Bus. Mgr. Fin. Sec
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Matthew Chartrand, Business Manager - Iron Workers Local No. 361

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Matthew Chartrand
Signature

7-28-15
Date

Matthew Chartrand
Print name

Business Manager
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Edison Severino, Business Manager Laborers Local No. 78
Asbestos & Lead Abatement

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

6-15-15
Date

Edison Severino
Print name

Business manager, LOCAL 78
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Keith Loscalzo, Business Manager - Laborers Local 1010 Pavers and Road Builders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/6/15
Date

KEITH J. LOSCALZO
Print name

LOCAL 1010 / PAVERS D.C. BUS. MGR.
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Michael Prohaska, Business Manager - Laborers 79 Construction and General Building Laborers

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Prohaska 7/28/15

Signature Date

Michael Prohaska

Print name

Business Manager Local 79

Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph D'Amato, Business Manager - Laborers Local No. 731 Excavators

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

6/16/2015
Date

JOSEPH D'AMATO
Print name

B.M.
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Robert Bonanza, Business Manager - Mason Tenders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

6/16/15
Date

ROBERT BONANZA
Print name

BUSINESS MANAGER MASON TENDERS D.C.
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Terrence Moore, Business Manager - Metal Lathers Local No. 46

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/8/15
Date

Terrence B Moore
Print name

BM/PST
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Ramaglia, Business Manager - Metal Polishers District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/13/15
Date

Joe Ramaglia
Print name

DC 9 Bm/ST
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Peter Myers, Business Manager - Ornamental Iron Workers Local No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Peter Myers
Signature

7-6-15
Date

Peter Myers
Print name

Business Manager / F.S.T.
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Ramaglia, Business Manager - Painters District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/13/15
Date

Joe Ramaglia
Print name

DC 9 BM/ST
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: John Murphy, Business Manager - Plumbers Local No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

6/15/15
Date

John J. Murphy
Print name

B.M. UA Local 1
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Ramaglia, Business Manager - Painters, Decorators & Wallcoverers District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/13/15
Date

Joe Ramaglia
Print name

BM 1ST DC9
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Ramaglia, Business Manager - Painters Structural Steel No. 806

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

11/13/15
Date

Joe Ramaglia
Print name

BM/ST DC 9.
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Michael Hubler, International Representative - Plasterers Local Union No. 262

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

06/15/15
Date

Michael Hubler
Print name

Int'l Vice President / Plasterers' Local 262
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Nick Siciliano, Business Manager - Roofers & Waterproofers Local 8

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Nick Siciliano
Signature

7/24/15
Date

Nick Siciliano
Print name

Business Manager, Roofers + W.P Local 8
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Richard Roberts, Business Agent at Large – Steamfitters Local Union No. 638

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Richard B. Roberts — 7/7/15

Signature — Date

Richard B. Roberts

Print name

Steamfitters LU 638

Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Kevin Connors, President - Sheet Metal Workers Local No. 28

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Kevin Connors (7-17-15)

Signature Date

Kevin Connors

Print name

Pres. & Bus. Mgr. / Sheet Metal Lu. 28

Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Dante Dano, President - Sheet Metal Workers Local No. 137

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

6-15-15
Date

Dante Dano, Jr.
Print name

President & Business Manager/ SMART LOCAL 137
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Thomas Gesualdi, President - Teamsters Local Union No. 282

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Gesualdi
Signature

6/12/15
Date

THOMAS GESUALDI
Print name

PRESIDENT TEAMSTERS 282
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Jason Ide, President - Teamsters Local Union 814

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

7/15/2015
Date

Jason Ide
Print name

President, IBT 814
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Sean Campbell, President - Teamsters Local No. 813 Private Sanitation

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Sean T. Campbell
Signature

6/12/15
Date

Sean T. Campbell
Print name

President Local 813 T.B.T.
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Tom Lane, President - Tile, Marble & Terrazzo B.A.C. Local Union No. 7

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Lane
Signature

7/8/15
Date

Thomas Lane
Print name

President Local 7 TMT
Title and Local

SCHEDULE "A"

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent

International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent

Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association
International Union of Operating Engineers Local 14-14B	Building Contractors Association

International Union of Operating Engineers Local 14-14B	Contractors Association of Greater NY
International Union of Operating Engineers Local 14-14B	GCA
International Union of Operating Engineers Local 14-14B	The Cement League
International Union of Operating Engineers Local 14-14B	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 14-14B	Brick Association
International Union of Operating Engineers Local 14-14B	Independent
International Union of Operating Engineers Local 15	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 15-15A	General Contractors Association
International Union of Operating Engineers Local 15D	General Contractors Association
International Union of Operating Engineers Local 15D	Structural Steel Erectors
International Union of Operating Engineers Local 15-15A	Building Contractors Association
International Union of Operating Engineers Local 15D	Building Contractors Association
International Union of Operating Engineers Local 15-15A	Contractors Association of Greater NY
International Union of Operating Engineers Local 15D	Contractors Association of Greater NY

International Union of Operating Engineers Local 15-15A	The Cement League
International Union of Operating Engineers Local 15D	The Cement League

NYC SCA PLA

EXHIBIT "A"

Affidavit of Project Labor Agreement

NEW YORK CITY SCHOOL
CONSTRUCTION AUTHORITY

AFFIDAVIT OF PROJECT LABOR AGREEMENT
SOLICITATION NO: SCA05-«SolicitationNo»
«School»
«Description»

I, _____, a duly authorized Officer of «Contractor», hereby attest that, «Contractor» and its subcontractors of any tier shall be signatory to, and be bound by, the provisions of the Project Labor Agreement executed on the 10th of November, 2004, with respect to all Work to be performed under this solicitation.

Firm Name: _____

Address: _____

By: _____
(Signature of Authorized Officer)

Print Name: _____

Print Title: _____

Telephone: _____ Date: _____ Tax ID Number: _____

STATE OF _____)
) ss:
COUNTY OF_____)

On the _____day of_____, in the year 20_____, before me personally came _____, to me known and known to me to be their person described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

_____
Notary Public

NYC SCA PLA

EXHIBIT "B"

NEW YORK CITY BUIDLING AND CONSTRUCTION TRADES COUNCIL

STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- ***Provide a full days work for a full days pay;***
- ***Safely work towards the timely completion of the job;***
- ***Arrive to work on time and work until the contractual quitting time;***
- ***Adhere to contractual lunch and break times;***
- ***Promote a drug and alcohol free work site;***
- ***Work in accordance with all applicable safety rules and procedures;***
- ***Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;***
- ***Respect management directives that are safe, reasonable and legitimate;***
- ***Respect the rights of co-workers;***
- ***Respect the property rights of the owner, management and contractors.***

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- ***Management adherence to the collective bargaining agreements;***
- ***Communication and cooperation with the trade foremen and stewards;***
- ***Efficient, safe and sanitary management of the job site;***
- ***Efficient job scheduling to mitigate and minimize unproductive time;***
- ***Efficient and adequate staffing by properly trained employees by trade;***
- ***Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;***
- ***Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner***
- ***Promote job site dispute resolution and leadership skills to mitigate such disputes;***
- ***Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.***

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

Memorandum of Agreement

Signatory Addendum

The New York City School Construction SCA ("SCA") and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") are parties to a Project Labor Agreement Covering Specified Construction Work Under the Department of Education's Capital Improvement and Restructuring Programs for Fiscal Years 2010-2014 ("PLA").

By signing below, the International Brotherhood of Bricklayers and Allied Craftworkers, Local Union No. 1 ("Local Union No. 1"), hereby agrees to be bound by the terms of that PLA for covered work as if it were an original signatory thereto and the PLA is adopted and incorporated as if fully set forth herein, and references in the PLA to "Union(s)" and/or "Local Union(s)" shall include reference to Local Union No. 1.

Dated:

_____
International Union of Bricklayer and Allied
Craftworkers, Local Union No. 1

_____
NYC School Construction SCA