PROJECT LABOR AGREEMENT
COVERING DESIGNATED RENOVATION AND REHABILITATION WORK
FOR FISCAL YEARS 2021-2025
ON BEHALF OF THE NEW YORK CITY
SCHOOL CONSTRUCTION AUTHORITY

EXECUTION COPY

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PROJECT LABOR AGREEMENT COVERING DESIGNATED RENOVATION AND REHABILITATION WORK 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 effective, safe, quality, and timely completion of certain rehabilitation and renovation work ("Program Work") performed on behalf of the SCA in a manner designed to afford the lowest costs to the SCA, and the Public it represents, and the advancement of permissible statutory objectives; and

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 ("BCTC", or the "Council"), on its behalf and on behalf of its affiliated Local Unions ("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 permit 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 pertain;

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

(9) furthering public policy objectives by increasing contracting opportunities for Minority and Women-owned Business Enterprises ("MWBEs") and augmenting employment opportunities for minorities, women and the economically disadvantaged;

(10) ensuring a reliable source of skilled and experienced labor while encouraging the development of opportunities for construction careers; and

WHEREAS, the BCTC and its Local Unions and their members, desire to assist the SCA in improving public education facilities 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 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 Local Unions ("Local Unions") and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

A. Throughout this Agreement the term SCA refers to the School Construction Authority, or the SCA's Construction Project Manager, where applicable. (or any successor to the SCA acting in that capacity).

B. The term "Contractor(s)" shall include any General Contractor and all other contractors, and subcontractors of whatever tier, engaged in Program Work within the scope of this Agreement as defined in Article 3;

C. The term "BCTC" refers to the Building and Construction Trades Council of Greater New York and Vicinity. The terms "BCTC" and "Council" are used interchangeably;

D. The term "Union(s)" or "Local Union(s)" refers to the various participating unions affiliated with the BCTC, singularly and collectively;

E. The term "Program Work" is the work covered by this Agreement as defined in Article 3.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions 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 participating Unions, the Construction Project Manager (in its capacity as such) and all Contractors of all tiers 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 a Letter of Assent (formerly known as 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 (each a "CBA") appended hereto as Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other CBA of any type which would otherwise apply to this Program Work, in whole or in part. The CBAs 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 both association and independent CBAs for a particular type of construction work are 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 PLA is also covered by a Schedule "A" CBA, the provisions of this PLA shall prevail. It is further understood that other than a Letter of Assent, no Contractor shall be required to sign any additional union agreement as a condition of performing Program Work. All practices, understandings or agreements between a Contractor and a Local Union must be set forth or endorsed in writing by the Construction Project Manager or such other designee as may be designated by the SCA in order to be binding with respect to Program Work.

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. Nothing in this Agreement requires employees to pay dues or fees to a union as a condition of working on Program Work. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered 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 (including in its role as Construction Project Manager where applicable) 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 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 to determine 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 project.

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 for that project(s), 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, and other work as specified by the SCA. Subject to the foregoing, and the exclusions below, such Program Work generally shall include demolition, reconstruction, rehabilitation, and renovation work associated

with Capital Improvement Projects and facility enhancements, including but not limited to technology and low voltage enhancements that are related to construction contracts, and

It is understood that, except where the SCA specifically applies this Agreement to such work in its bid documents, 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 2021 PLA or to any contracts for Fiscal Year Programs after the date of execution of this 2021 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 – owned business enterprises, provided such contracts have a value of three million ($3,000,000) or less; except to the extent that an SCA Mentor Contractor or Graduate Mentor not otherwise bound to a Schedule "A" chooses, on a job-by-job basis, to work under the terms of the PLA and signs a Letter of Assent for a particular project.

3. Contracts let by and work performed under New York City Department of Education.

4. Emergency work involving danger to life, safety or property requiring immediate action and procured pursuant to SCA's emergency procurement rules.

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

6. Contracts let and work performed for New Capacity (including new building construction, additions to existing facilities, and lease build outs).

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

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

9. Unit based requirements contracts that are not otherwise associated with Program Work.

10. Technology Enhancements and Low Voltage Work not otherwise associated with Program Work.

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, 2025, 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 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, (except general and forepersons specifically covered by a craft's Schedule "A" are included); professional engineers and/or licensed architects engaged in inspection and testing procured through a professional services contract are excluded (except field surveyors performing Program Work are included); also excluded are 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 engaged exclusively in routine repair, service, or maintenance that is recurrent, day to day, periodic, scheduled or routine work required to preserve or restore a building, facility or system to working order that is not otherwise associated with Program Work.

e. Employees of the Construction Project Manager (except those employees of the Construction Project Manager performing manual, on site construction labor on Program Work will be covered by this Agreement);

f. Employees engaged in on-site equipment warranty work unless certified to perform such warranty work;

g. Employees engaged in geophysical testing pursuant to a professional services contract; however boring for core samples that is part of Program Work is included;

h. Employees engaged in laboratory, specialty testing, surveying or inspections not associated with Program Work, and pursuant to a professional services agreement, rather than a construction contract, between the SCA, or any of the SCA's other professional consultants, and such laboratory, testing, inspection, or surveying firm;

i. 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.

j. Employees engaged in technology installation only when not related to Program Work (i.e. to the extent they are involved in building/facility construction services in connection with such installation such employees are included), and provided that all low voltage work from the pre-determined demarcation point (or points where there is a different demarcation point for data, video, and/or voice) when performed on Program Work, i.e., building/facility construction/ /renovation projects, 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 that do not perform Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among 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, (including, but not limited to, the DOE), 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 BCTC union journeypersons and apprentices for Program Work covered by this Agreement and agree that, as additional workers are needed for Program Work covered by this Agreement, they will request and hire craft employees for the appropriate trades through the job referral systems and hiring halls established in the Local Unions' area CBA's (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 for cause, 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 non-signatory Mentor Contractor or Graduate Mentor contractor performing work under this PLA on a contract valued at three million ($3,000,000) dollars or less

may employ its "Core Workforce" on the project meeting the standards defined as follows:

(1) Workers who have worked a total of at least 1,000 hours on the construction field during the prior three (3) years; and

(2) Workers who were on the Contractor's active payroll for at least 60 out of the 365 calendar days prior to the contract award; and

(3) Workers who possess any license or certification required by New York City or State to perform their trade (when applicable).

C. Where a Mentor or Graduate Mentor chooses to employ its core workforce in accordance with this provision, such contractor shall provide to the SCA Labor Law Compliance Division and the Construction Manager, if applicable, 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. As additional workers are needed for Program Work covered by this Agreement, Mentor or Graduate Mentor contractors must request and hire craft employees in accordance with Section 2 (A) above through the job referral systems and hiring halls established in the appropriate Local Union's area CBA for that trade classification (attached as Schedule A to this Agreement). A Mentor or Graduate Mentor Contractor may also request by name, and the Local will honor, referral of specified Union journeypersons who are available for employment and who the contractor employed on a prior PLA project.

Notwithstanding this, Contractors shall have sole right to determine the competency of all Local Union 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 for cause, 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.

D. Where a Mentor or Graduate Mentor Contractor not signatory with a BCTC union voluntarily enters into a full 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 Local Union's basic standards of proficiency for admission.

E. Non-mentor certified MWBE Contractors for whom participation goals are established, that are not signatory with a BCTC union, with subcontracts valued at or under three million dollars ($3,000,000), shall sign a Letter of Assent agreeing to perform work pursuant to the PLA, may utilize its Core Workforce employees (as defined below) as the second (2^{nd}), fourth (4^{th}), sixth (6^{th}), and eight (8^{th}) and any additional employees shall be hired in accordance with Section 2(A) above. Core employees are defined as follows:

(1) possess any license or certification 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 3 years; and

(3) were on the Contractor's active payroll for at least 60 out of the 365 calendar days prior to the contract award.

F. Where a non-Mentor MWBE Contractor unaffiliated with a BCTC union voluntarily enters into a full 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 Local Union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring halls and job 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 craft employees to fulfill the requirements of the Contractor.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor, except where otherwise provided by specific provisions of an applicable Schedule "A" CBA, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. 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 CBA prohibits a foreperson from working when the craft persons they are 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. Said representative must carry their Union or Employer Identification card, including a photo ID and, upon request, shall present same to SCA and/or Construction Manager

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate where there is more than one employee in that craft on the project. Where the union designates a Steward, they shall notify the Contractor and Construction Project Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Where a contractor utilizes only one worker in a particular trade, that Local Union shall have the right to designate that worker as the Steward. 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. 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 craft, if applicable, subcontractors of that Contractor, but not with the employees of any other craft. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(b) 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" CBA 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, except in cases of discipline or discharge for just cause. 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 unless there is a lawful SCA specification (or specification issued by a Construction Manager as requested by the SCA, which would be lawful if issued by the SCA directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design. 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, walk-outs, hand billing, demonstrations, job actions or other similar 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 the SCA or 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

The SCA, 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 Martin Scheinman, who shall alternate (beginning with 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 SCA, 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 email, telephone, hand delivery, or notice confirmed by overnight delivery, to the SCA, 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.

h. The involved contractor and the union shall notify The SCA (or designee of the SCA) of all arbitrations and, at its election, the SCA may participate in full in all proceedings as set forth in this section.

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 (the "LMC") will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) discuss matters relating to benefit delinquencies and collections procedures, and 6) review efforts to meet applicable participation goals for MWBEs.

SECTION 2. COMPOSITION

The LMC 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 publicly accessible location.

Local Union 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 five days prior to the bid opening date advertised in the City Record and bid documents for that contract, or any adjourned date publicly noticed if the grievance is challenging a determination by the SCA that the contract is not subject to this Agreement. Compliance with this limit shall operate as a statute of limitations and shall be a condition precedent to arbitration. 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 and a contractor association when appropriate, 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 Martin Scheinman, who shall act, alternately (beginning with 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 THE SCA

The SCA (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, job action other similar 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 and supplemental benefit 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. Furthermore, employees that remain unaffiliated with any local union at the completion of their employment under the terms of this Agreement may apply for any distributions to which they may be entitled from the union funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds that they have participated in under the terms of this Agreement.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, MWBE Contractors who designate Core employees pursuant to Article 4, Section 2 (B) and (C) 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 New York State Labor Law, may satisfy the above supplemental 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 Labor Law Compliance Division 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 Division. 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 this agreement 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.

G. Nothing contained in this section shall be interpreted as or deemed to constitute a waiver of any rights or obligations that any union affiliated Fund office and/or Fund Trustees have to audit contractors and enforce contractor obligations with respect to employee benefits.

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

SECTION 1. WORK WEEK AND WORKDAY

A. The parties are committed to completing projects in a timely and expeditious manner and, wherever possible, will perform no fewer than 8 hours of work per day, five days per week. However, where 8 hours per day of Program Work cannot be performed on a consistent and regular basis, the SCA shall deem such project to be a "7-hour PLA project". In such matters, the PLA Letter of Assent shall state that the project is a 7-hour construction project. On a seasonal basis and in the interest of expediting the completion of school construction projects, the SCA shall be permitted to deem a "7" hour PLA an "8 hour" PLA and back to a "7" hour PLA at the end of Summer recess. Such change can only be made on a seasonal basis. In the event the project is deemed a 7-hour project and circumstances change such that the SCA can make the school building available for 8 hours of work on a regular and consistent basis, the SCA shall deem the project an 8 hour project. The standard work week shall be Monday through Friday, and consist of either thirty-five (35) hours of work or 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) Five-Day Work Week: Five (5) days, Seven (7) hours plus 1/2-hour unpaid lunch period each day.

(3) In addition, a contractor may choose a Four-Day Work Week: Four (4) days, Ten (10) hours plus ½-hour unpaid lunch period each day.

(4) The 10-hour, 8-hour, or 7-hour workday must be established by the SCA and may not be altered by the Contractor or the BCTC.

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 or on 5/7s) during that calendar week in which a workday was lost, at straight time pay (subject to Section 3B), provided it does not actually constitute overtime for the employees as set forth in Section 2 below.

D. Make-Up Days - When severe weather, power failure, fire or natural

disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day (or Friday make-up day in the case of a 4/10 schedule) during that calendar week in which a workday was lost, at straight time pay (except if subject to Section 3(B) below), provided it does not actually constitute overtime for the individual employees as set forth in Section 2 below. Any other Saturday work shall be paid at time and one-half (1½) or the Saturday rate required for that trade as listed in the NYC Comptroller's Prevailing Wage Schedule, whichever is less. The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if a make-up day is planned.

E. 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 at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid in accordance with the applicable Schedule "A". Overtime shall be paid for any work over an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s is scheduled, work over ten (10) hours in a day where 4/10s is scheduled, or work over seven (7) where such hours are scheduled pursuant to Article 12, section 1(A) and (ii) over forty (40) hours in a week, or over thirty five (35) hours where such hours are scheduled pursuant to Article 12, section 1(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 first 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 workday's 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 on wages and benefits unless the NYC Comptroller's Prevailing Wage Schedule provides for no shift premium on wages or benefits or both for second or third shift work for that trade, in which case there shall be no premium on wages or benefits or both in accordance with the Prevailing Wage Schedule.

1) When applicable, this five (5%) percent shift differential premium shall also apply to second and/or third shift work performed on Saturdays 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 a full work week 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 CBA rates or Time and one-half, whichever is less.

3) Weekend Overtime Work: Where a worker has already worked a full work days in accordance with the alternate work day schedules in Section 1 (A) during the regular work week, overtime pay for work performed on Saturday shall be paid at time and one half (1½) and overtime pay for work performed on Sunday shall be paid pursuant to CBA rates for that trade.

4) 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, where applicable, 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 ½ hour meal period and regardless of the starting time, upon the proper approval by the New York State

Department of Labor (NYSDOL), if necessary.

SECTION 4. HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Christmas Day	

All said holidays shall be observed on the dates designated and observed by the DOE. 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 PLA holiday (even if the particular trade does not observe that PLA Holiday as per its CBA) shall be paid at double time or the NYC Comptroller's Prevailing Wage Schedule for holiday work, whichever is less.

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, 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 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, shows up late for work and is still permitted to work, 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, 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, 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. They must also specify the applicable trade classification(s) and prevailing wage rate(s) for that employee.

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 registration systems to check employees in and out. Each employee must check in and out and sign a daily signature log, or other attendance methodology approved in writing by the SCA, provided, however, nothing herein is deemed to waive the unions' rights to negotiate regarding the introduction of new technologies for time keeping purposes. Pending the resolution of any objections to new technologies, or request to bargain regarding new technologies, traditional timekeeping methods shall be used, such as signing or swiping employees in. 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 ½-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 performing work pursuant to this Agreement 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 performing work pursuant to this Agreement may utilize apprentices and such other appropriate classifications in the maximum ratio permitted under law, rule, or regulation of the NYSDOL. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the applicable Schedule "A". The parties encourage the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women ("N.E.W."), New York City Helmets to Hardhats and Pathways to Apprenticeship as appropriate sources of apprentice recruitment. Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL. The parties acknowledge that the foregoing, providing that the BCTC Local Unions make apprentices available on SCA projects upon request by contractors and within the limits specified by the NYSDOL, is material to the purposes of this Agreement and the parties will continue to engage in all reasonable efforts to improve the utilization of apprentices on Program Work, and any issue of under-utilization of apprentices shall be addressed by the Labor Management Committee promptly upon submission by a party.

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 must attend all site safety meetings. 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. EMPLOYEE IDENTIFICATION

Employees covered by this Agreement shall carry their Union or Employer Identification card, including a photo ID, and Site Safety Training (SST) card and, upon request, shall present same to the SCA and/or Construction Manager. Failure to do so may be grounds for discipline including discharge after at least one warning.

SECTION 3. SITE RULES

Employees covered by this Agreement shall at all times adhere to reasonable safety, security and visitor rules established by the Contractors and the Construction Project Manager for this Project Work. Such rules may include, without limitation, the BCTC approved Drug & Alcohol Testing Policy, as set forth in Exhibit "C" (the "Policy"). Such rules will be published and provided to the Local Unions and the Council and will be posted in conspicuous places throughout the Program Work sites. Contractors covered by this Agreement shall, at all times, be bound by and adhere to the rules.

SECTION 4. INCIDENTS/ ACCIDENTS AND PERSONAL INJURY AT THE WORKSITE

Where a worker is involved in a safety incident or accident that may now or in the future require the worker to seek medical attention, said worker shall immediately notify the Competent Person at the worksite. Said Competent Person shall immediately notify the SCA assigned Safety Inspector and shall secure the site including all tools, materials and equipment related to the incident until SCA Safety arrives and performs an investigation.

SECTION 5. 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.

SECTION 6. 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 - TEMPORARY SERVICES

Temporary services, i.e. all temporary heat, climate control, water, and light, shall only be required upon the determination of the SCA or Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of the Contractor. In the event the SCA or Construction Manager determines the need for temporary services personnel during non-working hours and a temporary system component is claimed by multiple trades, the matter shall be resolved through the New York Plan for the Settlement of Jurisdictional Disputes. There shall be no stacking of trades on temporary services.

ARTICLE 16 - 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 17- 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 WORKDAY

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

SECTION 6. COOPERATION AND WAIVER

The Construction Project Manager, Contractors and the Unions will cooperate in seeking any NYSDOL, 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 18. - 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 19- 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 CBA's which are the basis for Schedule "A" notify the SCA and the Construction Project Manager (if any) in writing by providing a copy of the updated CBA(s) incorporating the changes agreed to in that Area CBA which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" CBA's 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 CBA's 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 20 - 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 March 31, 2023. The SCA agrees that it will bargain with the BCTC over inclusion of a pilot Workers Compensation ADR program for use under any OCIP it may have after April 1, 2023. 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 21 – 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 on the Project under the terms of this Agreement.

ARTICLE 22 - 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" (H2H) 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 H2H 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 25 day of August, 2020

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

BY: Gary LaBarbera
(Name/Title)

FOR NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

BY: Lorraine Grillo
LORRAINE GRILLO, PRESIDENT & CEO

AFFILIATES: See attached for signatory affiliates