

District Council 1707 AFSCME MOU

414 WEST 45TH ST

**MEMORANDUM OF UNDERSTANDING
FOR THE BUILD-OUT OF DISTRICT COUNCIL 1707, AFSCME LEASED OFFICE SPACE**

between

**BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK**

And

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 1707, AFL-CIO**

Newmark Knight Frank, Construction Services

General Contractor

District Council 1707 AFSCME MOU

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District Council 1707 AFSCME

PREAMBLE

WHEREAS, NEWMARK KNIGHT FRANK, the (Owner-Developer), and acting as its own General Contractor, desires to provide for the cost efficient, safe, quality and timely completion of the build out of District Council 1707 AFSCME's office space located at 414 West 45th, New York, New York;

WHEREAS, District Council 1707 AFSCME is moving into this office space under great financial hardship; and

WHEREAS, this Memorandum of Understanding is being offered exclusively to District Council 1707 AFSCME as a sister union under financial hardship; and

WHEREAS, this Memorandum of Understanding will foster the efficient build-out of this space by:

- (1) Expediting the construction process and otherwise minimizing the disruption to the project;
- (2) Avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the project;
- (3) Standardizing certain terms and conditions governing the employment of labor on the project;
- (4) Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (5) Ensuring a reliable source of skilled and experienced labor, and

WHEREAS, the Building and Construction Trades Council of Greater New York, its affiliated Local Unions signatory hereto, desire to assist its sister union and to provide for stability, security and work opportunities which are afforded by a Memorandum of Understanding; and

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WHEREAS, the Parties desire to maximize project safety conditions for both workers and others; and

WHEREAS, it is the intent of the parties that this Agreement shall be utilized as a means to meet the competitive economic conditions found in this industry; and

NOW, THEREFORE, the Parties enter into this Agreement:

A Memorandum of Understanding ("MOU") has been negotiated and executed by and between the General Contractor and the Building and Construction Trades Council of Greater New York ("Council" or "BCTC") and affiliated unions signatory hereto. The MOU will govern the relationship between the General Contractors, subcontractors and the unions' signatory hereto with respect to construction work to be performed at the Project.

ARTICLE I – PARTIES TO THE AGREEMENT

This is a Memorandum of Understanding ("Agreement") for Work to be performed at 414 West 45th Street, New York, New York, by the General Contractor and subcontractors of whatever tier for District Council 1707 AFSCME; and the Council, and the signatory affiliated Local Unions ("Local Unions") and their members. The parties each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of and to bind their respective organizations.

ARTICLE II – GENERAL CONDITIONS

SECTION 1 – DEFINITIONS

Throughout this Agreement, the various Union parties affiliated with the Council, including the Council and its affiliated Local Unions, are referred to singularly and collectively as "Unions(s)," where specific reference is made to "Local Unions" that phrase is sometimes used to denote a particular union affiliated with the Council; The American Federation of State County and Municipal employees is referred to as District Council 1707 AFSCME; the term "Contractor(s)" shall include any General Contractors and all other contractors and subcontractors of whatever tier, engaged in work

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within the scope of this Agreement as defined in Article III. The work covered by this Agreement is referred to herein as "Project Work."

SECTION 2 – ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the Council, the signatory Unions, District Council 1707 AFSCME, the General Contractor and all Contractors performing Project Work as defined in Article III. The General Contractor and Contractors shall include, in any bid specifications, contracts and/or subcontracts, that they let for performance during the term of this Agreement a requirement that their contractors and subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to work falling within the scope of Article III. This Agreement shall be administered by the General Contractor, on behalf of all Contractors.

SECTION 3 – SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements of the signatory unions listed in and collectively referred to as Schedule "A's," represents the complete understanding of all signatories. Where a subject covered by the provisions of this Agreement is also covered by a Schedule "A" contract, the provisions of this Agreement shall prevail, where this Agreement is silent on a subject, the applicable Collective Bargaining Agreement(s) found in Schedule "A" shall govern.

It is further agreed that, where there is a conflict, the terms and conditions of this Memorandum of Understanding 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

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Agreement of the International Union of Elevator Constructors, with the exception of Article X of this Project Agreement, which shall apply to such work.

SECTION 4 – LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Owner/Developer, the General Contractor and any Contractor shall not be liable for any violations of this Agreement by any other Contractor, and the Council and signatory unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 5 – THE MOU

The General Contractor shall require in its bid specifications/contracts for all Project Work, within the scope of Article III, that all successful bidders, and their subcontractors of whatever tier, and any and all contractors of any tier awarded or performing work within the scope of this MOU shall become bound by, and signatory to, this Agreement, or shall sign a “Letter of Assent” in the form annexed hereto agreeing to be bound to and incorporating the terms of this Agreement by reference, Owner/Developer, shall not be liable for any violation of this Agreement by any Contractor, except as specifically provided for in Article XI, Section 2(c), for the payment of delinquent wage and fringe benefit contributions as provided therein.

ARTICLE III – THE WORK

SECTION 1

This Agreement shall apply to any and all construction related to the build-out of District Council 1707 AFSCME, office space, including but not limited to all new construction, renovation, green technologies, finish work, and all other work involved in renovating the office space.

SECTION 2

The Contractor(s) and subcontractors agree to be bound by this Agreement and the terms of the local Collective Bargaining Agreements (Schedule “A”) of the signatory Unions, entered into between the

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Unions and their employers and/or employer associations, for work performed within the scope of this agreement. Schedule "A" is incorporated herein by reference to the extent not in conflict with this Agreement.

SECTION 3 – WORK PRESERVATION – SUB-CONTRACTING

The General 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 work under the terms of this Agreement.

ARTICLE IV – UNION RECOGNITION AND EMPLOYMENT

SECTION 1 – PRE-HIRE RECOGNITION

The General Contractor, the contractors, including the general contractors and subcontractors of any tier recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees performing Project Work with the scope of this agreement as defined in Article III, with respect to that work.

SECTION 2 – UNION REFERRAL

- A. The Contractors agree to employ, utilize and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the signatory Unions' Schedule "A" Collective Bargaining Agreements, and in accordance with the procedures set forth in those agreements. Notwithstanding this, Contractors shall have the sole right to reject any applicant referred by a Local Union for good cause.
- B. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such request by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants in that trade from any other available source, upon notification to the

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Local Union and subject to Section 4 below. 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 Project Work within its jurisdiction from any source other than referral by the Union.

SECTION 3 – NON-DISCRIMINATION

The signatory Unions represent that their respective Local Union hiring hall and referral system 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.

SECTION 4 – UNION DUES

All employees of all contractors and subcontractors performing work covered by this Agreement shall be subject to the Union Security provisions contained in the applicable Schedule "A" Collective Bargaining Agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represents the craft in which the employee is performing Project Work.

ARTICLE V – UNION REPRESENTATION

SECTION 1 – LOCAL UNION REPRESENTATIVE

Each Local Union representing Project employees shall be entitled to designate a representative(s), and/or the Business Manager, who shall be afforded access to the Project but who shall not disrupt or interrupt the work of employees.

SECTION 2 – STEWARDS

- (a) Each Local Union shall have the sole discretion to select and designate any journey person as a Steward and an alternate steward. The Union shall notify the General Contractor and contractors of the

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identity of the designated Steward prior to the assumption of such duties. All stewards shall be working stewards.

- (b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances from the employees working in their respective trade and to discuss and assist in their adjustment with the Contractor.

SECTION 3 – LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. 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 VI – WORK STOPPAGES AND LOCKOUTS

SECTION 1 – NO STRIKES – NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other unlawful disruptive activity regarding Project Work, except as provided in Article XI, Sec. 3(c). There shall be no lockout at the Project by any signatory Contractor, General Contractor or the Owner-Developer. Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement. Any work performed on the project site that is not included in the scope of the General Contractor's scope of work is not covered by this provision.

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 30 days. Such discharge shall be subject to the grievance arbitration clause set forth in Subsection 5 of this Article.

SECTION 3 – NOTIFICATION

If the Owner or any Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union and the Council shall each use their best efforts to cause, the employees to immediately cease and desist from any violation of this Article. The Council 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 or its other affiliates. Failure of a Contractor or the General Contractor to give any notification set forth in this Article shall preclude enforcement of this provision.

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, who shall serve as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and the Council.
- (b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Local Union involved, the Council and the General Contractor, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice 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, General Contractor 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 8 hours duration (not more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise

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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 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 and Contractor involved, and the General Contractor.
- (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.

ARTICLE VII – GRIEVANCE and 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 VII, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described

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below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

STEP 1:

- (a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the General Contractor. To be timely, such notice of the grievance must be given within 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 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 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 General Contractor (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 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.

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Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the General Contractor (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

In the event Step 2 does not result in a settlement or resolution of the grievance, the matter may be submitted for mediation to designee of the Council and General Contractor.

Step 4:

- (a) If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the General Contractor or designee) to Richard Adelman, who shall act, 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 consent of the General Contractor (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

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ARTICLE VIII – 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 all Project Work. The New York Plan shall apply to any and all contractors, subcontractors and unions performing work on the Project.

SECTION 1 – NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other unlawful 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.

SECTION 2 – ASSIGNMENT

All Project work assignments shall be made by the Contractor to unions affiliated with the BCTC or BCTD consistent with the New York Plan for the Settlement of Jurisdictional Disputes (“New York Plan”) and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

ARTICLE IX – 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 total hourly wage and fringe benefit package rates for those classifications as specified in the Schedule “A” agreements. In consideration of District Council 1707 AFSCME and District Council 1707’s affiliation with the CLC, AFL-CIO, as well as the financial stress associated with the union client’s budget, the affiliates agree to work with the General Contractor and its contractors and subcontractors to accomplish approximately a 20% reduction in labor costs through work rule adjustments, targeting, wage adjustments or any other lawful means determined in the sole discretion of the participating local unions. Said reduction applies to the affiliates’ rates existing prior to any

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adjustments made as part of any prior Memorandum of Understanding negotiations and not in addition thereto.

SECTION 2 – HOURS OF WORK, HOLIDAYS, RESTRICTIONS, etc.

(a) STANDARD WORK DAY/WORK WEEK

The standard work week shall consist of 40 hours of work at straight time rates, 8 hours per day, plus ½ unpaid lunch period.

(b) STARTING TIMES

Flexible starting times of full crews between 7:00 am to 9:00am shall be permitted and contractors shall provide not less than 7 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 agreed upon.

SECTION 3 – TRUST FUNDS

a. The Contractors agree to pay contributions to the established funds in the amount of the rates designated in the appropriate Schedule "A." Jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

b. The Contractors agree to be bound by the written terms of legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds with regard to work done on this Project for those employees to whom this Agreement required such benefits Payments.

c. It is agreed that in return for the Unions not striking over alleged benefit fund delinquencies, the General Contractor agrees to withhold from outstanding monies due to a Contractor, which is allegedly delinquent for contributions due for hours worked on the Project, upon thirty (30) days written notice to its General Contractor, with a copy to the relevant Contractor, from the respective Benefit Fund Administrator or its affiliated Union, the amount claimed. The General Contractor further agrees to pay over any such withheld amounts within forty-five (45) days after receipt of such

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notification from the Union, provided that such amounts have not already been paid or the dispute has not been submitted to arbitration; in the latter case, withholding or pay over shall occur only after issuance of an arbitration award so directing. A failure of the General Contractor to comply with this provision shall constitute a material breach of this Agreement and the involved Local Union may withhold labor until such time as this provision is complied with.

ARTICLE X – TEMPORARY SERVICES

Temporary services may be used at the discretion of the General Contractor, and when requested shall be assigned to the appropriate trade with jurisdiction. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter shall be resolved through the New York Plan for the Settlement of Jurisdictional Disputes.

ARTICLE XI – 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, sexual orientation, national origin, marital status, are or any other status provided by law, in any manner prohibited by law or regulations.

ARTICLE XII – FUTURE CHANGES IN SCHEDULE “A” AREA CONTRACTS

If there are any changes in the rate or other terms and conditions of employment that are negotiated in any area collective bargaining after the start of the construction project, such change shall be applicable to work on this project.

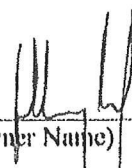
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FOR BUILDING AND CONSTRUCTION TRADES COUNCIL OF
GREATER NEW YORK AND VICINITY

BY: Gary LaBarbera BY: 8/23/11

Gary LaBarbera, President

District Council 1707 AFSCME

Approved by: 
(Owner Name)

BY: 
(General Contractor/General Contractor)

AFFILIATES:
See attached addendum for signatory affiliates.

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Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *Alvin K. Kortals*

Date: August 17, 2011

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angel Sagnell*

Date: 8/22/11

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010

Pavers and Road Builders District Council

By: _____

Date: _____

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Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Plumbers No. 1

By: George W. Reilly

Date: July 20, 2011

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

**BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK
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 Building and Construction Trades Council of Greater New York 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 Standards of Excellence.