

510 WEST 45TH ST

Gotham West Building A - Economic Recovery PLA

**\*\*REVISED\*\***

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA - TERM SHEET**

**SCHEDULE "B"**

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

**CARPENTERS DISTRICT COUNCIL:**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Carpenters District Council's work on this Project to facilitate the building of the Project in this time of economic distress.

2. The total package for all Journeymen Carpenters employed by a signatory contractor will be \$7.54 less than the current Collective Bargaining Agreement.



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**CEMENT MASONS LOCAL 780 ("Local 780"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Cement Masons Local 780 work on this Project to facilitate the building of the Project in this time of economic distress.
2. Eight (8) hour work day.
3. Eight (8) standard holidays: refer to the Economic Recovery PLA.
4. Flexible start time (6:00 a.m., 7:00 a.m., 8:00 a.m., or 9:00 a.m.)
5. Make-up Saturday is at time and one half.

Gotham West Building A - Economic Recovery PLA

6. Three (3) masons for the first 2,500 square feet and one (1) Apprentice, One (1) cement mason for every 1,500 square feet
7. Working Shop Steward.
8. Patching fifty (50) Mechanics & fifty (50) Apprentices.
9. Manning based on 10,000 square feet (Five (5) Mechanics; Three (3) Apprentices @ 60% or 70% wages; Total equaling eight (8)).
10. No restrictions on tools.
11. July 2009 increase waived.
12. All future increases, July 2010, July 2011 according to the CBA.
13. Christmas Eve and New Years' Eve will be as per Schedule A (Collective Bargaining Agreement).
14. All overtime wages and benefits will be paid as per schedule A (Collective Bargaining Agreement).
15. Any modification will only be effective upon agreement between the union, contractors and/or association.

CEMENT MASONS LOCAL 780

By: Angelo Scagnelli

Name and Title: Union Secretary Bus Manager

Dated: 7/22/11

*AS*

**\*\*REVISED\*\***

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**CEMENT & CONCRETE WORKERS DISTRICT COUNCIL as follows:**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Cement & Concrete Workers' work on this Project to facilitate the building of the Project in this time of economic distress.
2. 8 standard holidays: refer to the Economic Recovery PLA.
3. Christmas Eve and New Years' Eve will be as per Schedule A (Collective Bargaining Agreement).
4. All trades will report at the work station when their shift starts or ends provided vertical transportation is available.

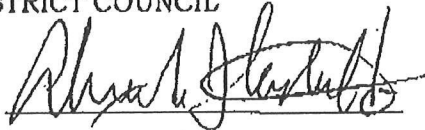
Gotham West Building A - Economic Recovery PLA

5. Staggered lunch times for full or partial crew.
6. Shop Steward will assist coffee boy.
7. All overtime wages and benefits will be paid as per schedule A

(Collective Bargaining Agreement).

CEMENT & CONCRETE WORKERS  
DISTRICT COUNCIL

By:



Name and Title: ALEXANDER J. CASTALDI (PRES. - P.M.)

Dated:

August 17, 2011.

**\*\*\*REVISED\*\*\***

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**STONE DERRICKMEN & RIGGERS ("Local 197"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Derrickmen Local 197's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Saturday overtime paid at time and a half. Sunday and Holiday overtime per CBA.

3. The Journeyman to Apprentice Ratio shall be 4:1.

4. Saturday make-up time due to weather or natural disaster to be performed within same workweek and will be paid at time and a half.

Golham West Building A - Economic Recovery PLA

- 5. There shall be one 10 minute coffee break in the morning at the workplace.
- 6. No ADR Program.

DERRICKMEN LOCAL 197

By: WILLIAM HAYES

Name and Title: William D Hayes FST/BM

Dated: 8/3/11

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**IBEW LOCAL 3 ("Local 3"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 3's work on this Project to facilitate the building of the Project in this time of economic distress.

2. All electrical and electronic work, including but not limited to, the installation, repair and maintenance of all building wire systems, telephone, data, fire alarm, signs, TV, sound, security alarm systems and building automation systems, regardless of the voltage, shall be performed by the electricians working for Contractors that fall under this PLA.

3. Materials: As per code or specs; NECA/Local 3 will agree to more efficient installation methods which represent approximately 3% savings.

Gotham West Building A – Economic Recovery PLA

4. Temporary Services: Temporary light may be left on at the request of the customer; however, if temporary power is required, Local Union # 3 shall maintain that system.

5. Agreement should be offered non-discriminatory to any developers/contractors.

6. NECA/Local 3 will adopt IBEW Code of Excellence.

7. PLA jobs will be manned in a manner which will reduce the effective labor rate by 9%.

8. SMURF can be used for low voltage and power at 110-208.

9. PVC coated BX and PVC coated MC cable may be used for branch, sub-feeders and feeders.

IBEW LOCAL 3

By: Christopher Erikson  
Name and Title: Bus. Mgr.  
Dated: 7/29/11

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**GLAZIERS, ARCHITECTURAL METAL GLASSWORKERS & ALLIED TRADES**

**LOCAL UNION 1281 ("Local 1281"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 1281's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Start time between 6:00 am and 9:00 am.
3. One 10-15 minute a.m. coffee break.
4. Starting time and quitting time at the gangbox.
5. A 50% reduction from a 30% reduction, in manpower when a cup and crane are used in the entire setting of glass.

Gotham West Building A - Economic Recovery PLA

6. Saturday make up day following work day lost to inclement weather or government declared emergency. Not to be used when scheduled work can only be done on Saturday.

7. Shift work shall be any 8 consecutive hours after the normal working day. The man will receive 9 hours paid for 8 hours worked. This will not apply to a man who has worked an 8 hour day, on any jobsite for that Employer. Any man who has worked an 8 hour day will receive overtime pay for any hours worked after his normal day.

8. For unloading only, an employer may start his workday other than the agreed upon start times, with permission from the Union.

9. We agree and will abide by the BCTC Standards of Excellence.

10. No ADR Program.

11. We are not adjusting our overtime rate because we have double time wages with straight time benefits. After doing the calculations on time and one half there is only a slight difference between the two.

GLAZIERS ARCHITECTURAL METAL  
GLASS WORKERS & ALLIED TRADES  
LOCAL UNION 1281

By: William Cefeld

Name and Title: William CEFELD B.M.

Dated: 7/26/11

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**HEAT AND FROST INSULATORS LOCAL 12 ("Local 12"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 12's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Add a 9<sup>th</sup> hour to the day at the employer's option at time and one half (1 ½) not double time.

3. Local 12 shall forgo the June 29, 2009-January 3, 2010 increase of \$1.50 and the January 4, 2010-June 27, 2010 increase of \$2.00 set forth in its current Collective Bargaining Agreement. The waiver of these referenced increases applies only to work performed on the Project referenced in this Schedule "B". The waiver applies only to new projects, and does not apply to existing jobs that have not been rebid. All subsequent increases as set forth in

the Collective Bargaining Agreement shall be effective and be paid for work performed on this Project.

HEAT & FROST INSULATORS LOCAL 12

By: Dennis Ippolito

Name and Title: Dennis Ippolito BM

Dated: 7/26/11

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**IRON WORKERS LOCAL UNION 40 ("Local 40 "):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 40's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Shift premium

- First Shift Monday through Friday - 8 hours at straight time rate, overtime at time  $\frac{1}{2}$ .
- Second Shift Monday through Friday - all hours at time and  $\frac{1}{2}$  (eliminates double time for OT on shift work).
- Third Shift Monday through Friday - all hours at time and  $\frac{1}{2}$  (eliminates double time for OT on shift work).
- Saturday Make-up day - due to inclement weather or government declared emergency at option of the contractor, all time and  $\frac{1}{2}$ .

Aug. 3. 2011 2:30PM

No. 3400 P. 3/3

Gotham West Building A - Economic Recovery PLA

3. Lunch time between 4<sup>th</sup> and 5<sup>th</sup> hours at discretion of the contractor.

4. Contractor compliance with OSHA Standard Subpart R.

IRON WORKERS LOCAL UNION 40

By: Robert W. Walsh

Name and Title: Robert W. Walsh F.S.T. Bus. Man.

Dated: 8-3-11

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**LOCAL 580 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS ("LOCAL 580"):**

1. The Project Labor Agreement ("PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 580's work on this Project to facilitate the building of the Project in this time of economic distress.

2. No ADR.

3. Flexible Starting time at 6:00 A.M. - 8:00 A.M.

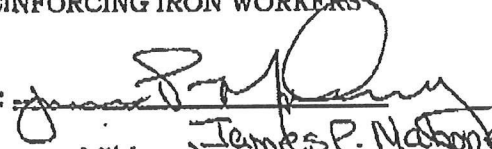
4. Staggered Lunch at 4, 4 ½, or 5 hours after the start of the workday.

5. Ten minute morning coffee break; No afternoon coffee break.

Golham West Building A - Economic Recovery PLA

6. Weekday and Saturday overtime at 1 ½; Saturday make-up at straight time for time lost to weather only during the previous work week.
7. Shift premiums at 15% for second and 20% for third.
8. Workday starts at work point.
9. Eight hour workday at the Employer's option.

LOCAL 580 OF THE INTERNATIONAL  
ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRON WORKERS

By:   
Name and Title: James P. Mahoney - BM/FST  
Dated: 8/4/11

**\*\*REVISED\*\***

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**METAL LATHERS LOCAL NO. 46** ("Local 46") as follows:

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 46's work on this Project to facilitate the building of the Project in this time of economic distress.

2. 8 hour day
3. Standard Holidays
4. Starting time 7:00 am; 8:00 am with full crews/no split crews.
5. The hours worked by the Lathers shall be in accordance with this PLA.
6. Agree to a staggered lunch/no split crews.

Gotham West Building A - Economic Recovery PLA

7. Prior day notification before 9:00 am. The Lathers will be at the job site at starting time the next day.
8. 3 to 1 Apprentice ratio.
9. The Lathers will provide their own hard hats, belts and reels.
10. Christmas Eve and New Years shall revert back to schedule A.

METAL LATHERS LOCAL NO. 46

By:

Robert A. Ledwith

Name and Title:

ROBERT A. LEDWITH

Dated:

8/4/11

**\*Revised\***  
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**PLUMBERS LOCAL UNION NO. 1 ("Local 1"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Local 1's work on this Project to facilitate the building of the Project in this time of economic distress.

All references to follow are made to the present Collective Bargaining Agreement in effect July 1, 2010 thru June 30, 2012 between The Association of Contracting Plumbers of the City of New York and Local Union No.1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

**Paragraphs 7 and 35** – The rate of overtime pay to be modified to be time and one half (1.5) for overtime worked Monday through Friday. Holiday and Sunday overtime worked shall be paid at the rate of double time.

Gotham West Building A - Economic Recovery PLA

**Paragraph 29** - The hours of work to be modified to five (5) days per week, Monday through Friday at eight (8) hours per day. The starting time shall be between 6:30 AM and 8:00 AM.

**Paragraph 30** - The Shift Work provision to be modified to permit shift work on private construction projects regardless of whether it was specified, also eliminating the condition where the plumbing contract is \$8 million or less.

**Paragraph 34** - Holidays may be standardized for this project but in no case be less than the following eight (8): New Year's Day, Martin Luther King, Jr., Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Paragraph 38** - The ratio of Apprentices to be modified so that:  
one (1) Apprentice can be employed if two (2) Journeymen are employed,  
two (2) Apprentices can be employed if six (6) Journeymen are employed,  
followed by an additional across the board ratio of one (1) apprentice for  
each (3) three additional Journeymen employed.

**Paragraphs 44 through 47** - The maintenance of temporary services shall only be required when requested by the owner, general contractor or construction manager. If any service above is requested, the assignment of work shall be consistent with area past and present practice.

**Note:** Unless otherwise mentioned in this modification sheet, all terms and conditions of the aforementioned CBA remain in full force and effect.

PLUMBERS UNION LOCAL 1

By: George W. Reilly

Name and Title: George W. Reilly, Bur. Mgr.

Dated: July 19, 2011

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**SHEET METAL LOCAL 28 ("Local 28"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 28's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Jobs where the airside portion of the work is awarded directly to the sheet metal contractor by the Construction Manager or General Contractor:

- Reduce or no costs for overtime
- No fan maintenance required during a day shift if there are sheet metal workers performing work at the time.
- Modify work rules.
- Additional modifications/relief may be tailored to a specific project.

Gotham West Building A – Economic Recovery PLA

3. For all jobs:

- Temporary services shall only be required upon request of the owner, Construction Manager or General Contractor. If temporary services are required, they shall be done by members of Local # 28.

SHEET METAL LOCAL 28

By:         Daniel Fox        

Name and Title:         Daniel Fox - Bus. Rep.        

Dated:         1/21/11

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**ENTERPRISE ASSOCIATION, STEAMFITTERS LOCAL 638 ("Local 638") as follows:**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council on this project to facilitate the building of the Project in this time of economic distress.

2. **Overtime.**

(a) Work performed Monday through Friday outside of the regular hours of work and any work on holidays, shall be paid at the overtime wage and benefit rate set forth in Local 638's Trade Agreement, set forth as part of Schedule A to the PLA.

(b) OVERTIME MAY BE WORKED ONLY WITH THE PERMISSION OF THE UNION.

Gotham West Building A - Economic Recovery PLA

**3. Temporary Services.**

Temporary services will be maintained at the owner's request in accordance with the Trade Agreement. Once the system is on automatic, then no temporary services will be required.

**4. Fabrication of Sprinkler Pipe.**

Sprinkler pipe may be welded or grooved in a commercial fabrication shop with approved UA sprinkler labels (yellow labels or red and white labels). All fittings five (5") inches and under can be made up with UA sprinkler labels attached. If this work is to be performed in the shop of the direct employer, these rules do not apply and instead, the Rules of the Trade Agreement shall apply, that is, Rule IX, Section II, "All fittings on sprinkler work five (5") inches and under shall be made up according to Rule V".

**5. Conditioned on PLA.**

This Addendum will not go into effect unless the PLA for this Project is approved by all necessary parties.

ENTERPRISE ASSOCIATION,  
STEAMFITTERS LOCAL 638

By: Richard B. Roberts

Name and Title: \_\_\_\_\_

Dated: July 29, 2011

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**LOCAL 7 TILE MARBLE AND TERRAZZO ("Local 7"):**

1. The Project Labor Agreement (the "PLA") between GOTHAM CONSTRUCTION COMPANY, LLC, ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 7's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Staggered start for helpers for setup in the morning and clean up in the afternoon so that the mechanics can work a full 8 hour shift.

3. Workers can be used to assist other signatory Local 7 crafts in the last 2 hours of the shift if there is no other work available in their craft to complete the day.

4. Enforce code of conduct and code of excellence. Offer to negotiate a three strike rule so that inadequate members are not continually being referred to jobsites.

Gotham West Building A – Economic Recovery PLA

5. Establish a new rate for an R mechanic. This mechanic will come from the upgraded tile finisher or from the pool of newly organized workers. Their pay will be equal to the current Tile Finisher Rate at approximately 80 percent and they will work at a 1R to 3J ratio.

6. Mechanic Apprentices during the first year of training can be utilized as a helper as long as a 1-3 ratio is maintained.

7. Utilize training facilities for all aspects of the industry (safety, shop steward, foreman, etc.). Employers will enforce foreman and supervisory training from their staff.

LOCAL 7 TILE MARBLE AND TERRAZZO

By: Thomas Lane

Name and Title: Thomas Lane President

Dated: 7/29/11

**SCHEDULE "C"**

**Project Labor Agreement - - Letter of Assent**

Dear \_\_\_\_\_  
GOTHAM CONSTRUCTION COMPANY, LLC

The undersigned party confirms that it agrees to be a party to and be bound by the Gotham West Building A Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as Gotham West Building A and located at 550 West 45<sup>th</sup> Street (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.
- (6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this Economic Recovery PLA to a project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor or subcontractor)

\_\_\_\_\_  
(Name of CM; GC; Contractor or Higher Level Subcontractor)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone) (Fax)

Contractor's State License # \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public

**NEW YORK CITY BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

**STANDARDS OF EXCELLENCE**

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

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

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

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

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

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