

Campbell Sports Center PLA – 533 West 218<sup>th</sup> Street- Economic Recovery PLA

**PROJECT LABOR AGREEMENT**

**CAMPBELL SPORTS CENTER – 533 WEST 218<sup>th</sup> STREET**  
PROJECT

NEW YORK CITY

Between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK  
AND VICINITY

And

STRUCTURE TONE  
(Construction Manager)

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**PROJECT LABOR AGREEMENT**

**PREAMBLE**

**WHEREAS**, the Construction Manager and its contractors are engaged in construction and have employed and now employ members of the unions affiliated with the New York City Building and Construction Trades Council; and

**WHEREAS**, the Construction Manager has a contract with COLUMBIA UNIVERSITY, the Owner-developer, to perform construction management and construction services at the project identified below; and

**WHEREAS**, due to the national and local economic downturn the project is at risk of being canceled, delayed or modified to significantly reduce the size and scope of the project; and

**WHEREAS**, the cancellation, delay or modification of the project will adversely impact construction employment opportunities for the construction trade unions in the City of New York; and

**WHEREAS**, the Construction Manager and the New York City Building and Construction Trades Council desire to mitigate the impact of the economic downturn on construction in the City of New York and have negotiated the terms of this emergency Project Labor Agreement to promote the cost efficient, safe, quality, and timely completion of certain construction work; and

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

- (1) expediting the construction process and otherwise minimizing 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;
- (6) maximizing project safety conditions for both workers and others;
- (7) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner; and

**WHEREAS**, the New York City Building and Construction Trades Council and its affiliated Unions, together with the Construction Manager and its contractors desire to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

**NOW, THEREFORE**, it is agreed in consideration for the mutual promises and covenants made herein as follows;

#### **ARTICLE I - PARTIES TO THE AGREEMENT**

This Project Labor Agreement ("PLA" or "Agreement") is entered into, this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between STRUCTURE TONE, ("Construction Manager"), and the New York City Building and Construction Trades Council ("BCTC") and it's Affiliated Unions ("Affiliated Unions"). The

PLA will govern the relationship between the Construction Manager, general contractors, subcontractors and the Affiliated Unions with respect to construction work to be performed at The Campbell Sports Center, 533 West 218<sup>th</sup> Street, New York, NY 10034 (“Project”), provided the Construction Manager mobilizes on the Project site prior to October 31, 2011.

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. Specifically, the Construction Manager represents and warrants that it has the authority of the Owner/Developer to enter this PLA and that the Construction Manager has advised the Owner/Developer that this Agreement, including the provisions of Article VII, shall apply to all work within the scope of the Construction Manager’s contract with the Owner and that work that is not included in the construction Manager’s scope of work is not considered Project Work and shall not be covered by Article VII of this Agreement.

## **ARTICLE II - GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

Throughout this Agreement, the various union parties, including the BCTC and its Affiliated Unions, are referred to singularly and collectively as “Affiliated Unions”; where specific reference is made to “Affiliated Unions” that phrase is sometimes used to denote a particular union affiliated with the BCTC; the term “Construction Manager” shall refer to the person or entity which is responsible for coordinating and overseeing work at the Project and

the term “Contractor(s)” shall include any and all general contractors and subcontractors of all tiers, engaged in work 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. CONDITIONS FOR AGREEMENT TO  
BECOME EFFECTIVE**

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement and the Trade Addendums, referred to below, are approved and signed by the BCTC, and the Agreement and/or Trade Addendums are approved and signed by those of its affiliates participating herein and (2) the Agreement is approved and signed by Construction Manager.

**SECTION 3. ENTITIES BOUND AND  
ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on the BCTC, the Affiliated Unions, the Construction Manager, and all Contractors performing Project Work, as defined in Article III.

**SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the Collective Bargaining Agreements of the Affiliated Unions collectively referred to as Schedule “A” agreements, and the Trade Addendums annexed hereto as Schedule “B” agreements, represent the complete understanding of all parties. Where there are conflicts between and among this Agreement, the Schedule “A” Agreements and the Schedule “B” Agreements, this Agreement (as it may be modified or supplemented by the

Schedule “B” Agreements) governs and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part; provided however where this Agreement and/or the Schedule “B” agreements are silent on a subject, the applicable collective bargaining agreement(s) shall govern, 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 which shall be performed under 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 the dispute resolution mechanisms contained herein.

#### **SECTION 5. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the BCTC and Affiliated Unions shall not be liable for any violations of this Agreement by any other Union.

#### **SECTION 6. BID SPECIFICATIONS**

The Construction Manager shall require in its bid specifications 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 PLA shall become bound

by this Agreement, or shall sign a "Letter of Assent" in the form annexed hereto as Schedule "C" agreeing to be bound to and incorporating the terms of this Agreement by reference.

**SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

Where an Affiliated Union has signed this Agreement and/or a Trade Addendum, only contractors who are parties to a collective bargaining agreement with that Union shall be employed on this Project. However, where an Affiliated Union has not signed this Agreement and/or a Trade Addendum, the Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder or Contractor awarded or performing work on this Project, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of this Project.

**SECTION 8. WORK PRESERVATION - SUBCONTRACTING**

The Construction Manager 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.

**ARTICLE III - THE WORK**

This PLA shall apply to all construction work, including site work, demolition, excavation and all construction work, including interior and tenant

build outs, as well as green building technologies used in new construction and/or renovation or retrofit work, related to the Project to the extent this work is included in the Construction Manager's scope of work.

### **SECTION 1. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employer, single employer or alter-ego status between or among any Owner-developers and/or Contractors.

### **SECTION 2. EXCLUDED EMPLOYEES**

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

- (a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft's Schedule "A"; for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA.
- (b) 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 Project site, except as may be provided for in Schedule "A" agreements.

- (c) Employees of COLUMBIA UNIVERSITY, Owner-developer, and the Construction Manager, except those performing manual, on- site construction labor who will be covered by this Agreement.
- (d) Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs on the Contractor's equipment.
- (e) Employees engaged in geophysical testing other than boring for core samples.
- (f) Employees engaged in work, which is ancillary to Project Work and performed by third parties such as utility companies who shall install their work only to a certain demarcation point identified by the Construction Manager at the commencement of the Project.

#### **ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT**

##### **SECTION 1. PRE-HIRE RECOGNITION**

The Construction Manager and all Contractors performing Project Work recognize the Affiliated Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within their recognized jurisdiction and within 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 and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Affiliated Unions' area collective bargaining agreements and in accordance with the procedures set forth in those agreements. In the event that an Affiliated Union does not have a referral system or hiring hall, the current practice with respect to contractor hiring for

that Affiliated Union shall be observed. Notwithstanding this, Contractors shall have the sole right to reject for good cause any applicant referred by an Affiliated Union.

B. In the event that an Affiliated Union with a job referral system or hiring hall in its Collective Bargaining Agreement 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 from any other available source, upon notification to the affected Affiliated Union. In the event that the Affiliated Union does not have a job referral system, the Contractor shall follow the current practice and give the Affiliated Union first preference to refer applicants if any such practice exists.

C. The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. It is, therefore, the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by the Labor Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs utilizing the Building and Construction Trades Council' Edward J.

Malloy Initiative for Construction Skills, and any program that may be offered the Department, and outreach programs to the community describing opportunities available as a result of the Project.

### **SECTION 3. NON-DISCRIMINATION**

The Affiliated Unions represent that their respective Affiliated Union hiring halls and referral systems are and will continue to 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" local 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 Affiliated Unions which represent the craft in which the employee is performing Project Work. No employee shall be discriminated against at any Project Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Affiliated Unions as an agency shop fee.

### **SECTION 5. 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

Contractors. Craft forepersons shall work pursuant to the terms and conditions established under the relevant local collective bargaining agreement.

#### **SECTION 6. APPRENTICES**

Apprentices may be employed at the maximum ratios approved by the New York State Department of Labor for the relevant trade.

### **ARTICLE V - UNION REPRESENTATION**

#### **SECTION 1. AFFILIATED UNION REPRESENTATIVE**

Each Affiliated 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 Affiliated Union shall have the right to designate a journey person as a Steward and an alternate, and shall notify the Owner and/or Construction Manager of the identity of the designated Steward and alternate 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 the adjustment of said complaints or grievances with the Contractor's appropriate supervisor, provided there shall be no unreasonable interruption of the Project Work. The Contractor will not discriminate against the Stewards in the proper performance of Union duties.

**SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Affiliated 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 Affiliated Union involved shall be notified immediately by the Contractor.

**ARTICLE VI - MANAGEMENT'S RIGHTS**

A. Except as expressly limited by a specific provision of this Agreement and the applicable Schedule "A"s, 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 (subject to New York Plan provisions) and schedule of work; the promulgation of reasonable Project Work rules that are not inconsistent with this Agreement; and the requirement, timing, and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual shall be permitted or observed.

B. The Parties hereby adopt and incorporate the BCTC's Standard of Excellence annexed hereto as Schedule "D", and the mutual obligations set forth therein for the safe, efficient and productive completion of the Project.

**ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

**SECTION 1. NO STRIKES-NO LOCKOUTS**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, demonstrations or other unlawful disruptive activity. There shall be no lockouts at the Project by any signatory Contractor, Construction Manager or the Owner-developer. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. The Unions reserve all their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

**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 for work on the Project. Such discharge shall be subject to the grievance and arbitration clause set forth in Subsection 5 of this Article.

**SECTION 3. NOTIFICATION**

If the Construction Manager or any Contractor contends that any Affiliated Union has violated this Article, it will notify the Affiliated Union involved advising of such fact, with copies of the notification to the BCTC. The Affiliated Union shall instruct its members and shall otherwise use its best efforts to cause the employees to immediately cease and desist from any violation. The BCTC shall request and otherwise use its best efforts to cause

the Affiliated Union to immediately cease and desist from any violation of this Article. The BCTC shall not be liable for the unauthorized acts of an Affiliated Union or its members. Similarly, an Affiliated Union and its members will not be liable for any unauthorized acts of other Affiliated Unions.

#### **SECTION 4. EXPEDITED ARBITRATION**

Any Contractor or Affiliated 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 Jack Tillem, who shall alternate (beginning with Arbitrator Adelman, as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and the BCTC.
- (b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Affiliated Union involved, the BCTC and the Construction Manager, 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.
- (c) All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Affiliated 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 agreed. A failure of any Affiliated 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 Affiliated Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages or modify the disciplinary action taken (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 and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the Affiliated Union or Contractor involved, and the Construction Manager.
- (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 Affiliated Unions to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Affiliated Union.

#### **SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article IX 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 IX 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 VIII - LABOR MANAGEMENT COMMITTEE  
AND WORK ASSIGNMENTS**

**SECTION 1. SUBJECTS**

The Labor Management Committee ("Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Affiliated Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) discuss matters relating to staffing, scheduling, safety and productivity; and (4) encourage the engagement in discussions regarding the creation of an ADR program for Workers Compensation Benefits consistent with Section 25(2-C) of the New York State Workers Compensation Law.

**SECTION 2. COMPOSITION**

The Labor Management Committee shall be jointly chaired by a designee of the Construction Manager and the BCTC. It may include representatives of the Affiliated Unions and Contractors involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed upon subcommittees.

**SECTION 3. PRE-JOB CONFERENCES/JOB  
ASSIGNMENTS**

All project work assignments shall be made by the Construction Manager, Contractors and subcontractors to Affiliated Unions or to unions affiliated with the Building and Construction Trades Department ("Building Trade Unions"), pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee shall be formulated upon execution of this

Agreement and shall convene a pre-job conference at least 45 days (or such lesser period as may be practical) prior to the Construction Manager's mobilization on the job, which shall include all affected Contractors and trades, to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor (including the Construction Manager) shall inform the Construction Manager of the identity of the Affiliated Union or Building Trades Union to which it intends to assign the work within the scope of its contract. The Construction Manager shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor (or Construction Manager) beginning its work, schedule a conference with the Contractor, the Construction Manager and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The Construction Manager shall make good faith efforts to ensure that the contracts it lets to contractors shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior New York Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the Construction Manager or Contractor shall assign it in conformance with New York City BCTC area practice.

If the Labor Management Committee is unable to resolve any jurisdictional issue referred to it, the affected affiliated Local Union must submit the matter to the New York Plan for immediate resolution.

**ARTICLE IX - 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) including Schedule B Agreements 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.

**Step 1:**

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Affiliated Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. 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 Affiliated 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 a written copy 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 Affiliated Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any party to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other party 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.

**Step 2:**

The Business Manager or designee of the involved Affiliated Union, together with representatives of the involved Contractor, BCTC and the Construction Manager (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 a designee of the BCTC and Construction Manager.

**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 Construction Manager or designee) to Richard Adelman or Jack Tillem, who shall act, alternately (beginning with Arbitrator 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, Affiliated Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Affiliated 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 Manager (or designee), involved Contractor and involved Affiliated 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.

**SECTION 2. PARTICIPATION BY CONSTRUCTION  
MANAGER**

The Construction Manager 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 4 arbitration.

**ARTICLE X - 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; Affiliated Unions performing work on the Project, and any and all jurisdictional disputes that may arise on the project. In the event that a Building Trades Union whose members are employed on the Project is not a party to the New York Plan, for the limited purpose of this Project and without implications as to any other Project, the New York Plan shall apply to the settlement of jurisdictional disputes in which it is involved.

**SECTION 1. NO DISRUPTIONS**

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

**ARTICLE XI - 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 hourly wage rates for those classifications as specified in the Schedules "A", as amended during the term of this Agreement or as set forth in the attached Schedule "B".

## **SECTION 2. TRUST FUNDS**

A. The Contractors agree to promptly pay contributions to the established Trust Funds in the amounts 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 and the Contractors agree to promptly pay contributions to such funds.

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

C. In consideration of the Affiliated Unions not striking over wage and Trust Fund delinquencies, the Affiliated Unions agree to give written notice to the Construction Manager within ninety (90) days of knowledge of a Contractor's delinquency with respect to Project Work, and the Construction Manager agrees to immediately withhold from outstanding monies due and unpaid to an alleged delinquent Contractor or any tier subcontractor at the time of receipt of the notice, the amount the Affiliated Union or Trust Fund Administrator claims a Contractor owes for hours worked (or paid) by its employees on the Project. Within seven (7) days after receipt of said notification from the Trust Funds or Affiliated Union, if not already paid prior to said date by the delinquent Contractor, the Construction Manager shall place the amount claimed to be owed into an escrow account until the

resolution of the claim. If the Construction Manager fails to comply with this provision the involved Affiliated Union may withhold labor until such time as this provision is complied with.

## **ARTICLE XII - HOURS OF WORK**

### **SECTION 1. WORK WEEK AND WORK DAY**

A. The standard workweek shall consist of 40 hours of work at straight time rates, Monday through Friday, 5 days; 8 hours per day, plus ½ hour unpaid lunch each day.

B. In accordance with Project Work needs, the Contractor, with the consent of the Construction Manager, will have discretion in setting the start of the work day at the commencement of the job. The starting times may range from 6:00 a.m. to 8:00 a.m. Where a Local Union has already agreed to staggered starting times in Schedule "A" or Schedule "B", deference shall be afforded to that Local Union.

C. Starting times per trade may only be changed pursuant to the terms of the Schedule "A" collective bargaining agreements or, in the event the collective bargaining agreement contains no applicable provision, upon no less than 10 days notice to the affected trade.

D. To the extent that starting times are staggered between the trades, lunch periods may be staggered accordingly between trades but not per trade.

E. There shall be one ten-minute morning and one ten-minute afternoon coffee break at the work stations per trade.

## **SECTION 2. OVERTIME**

Overtime shall be paid for hours outside the standard work week and work day described above in paragraph 1(A), only in accordance with the applicable Schedule "A" collective bargaining agreements or pursuant to the applicable Schedule "B" Agreement. There shall be no pyramiding of overtime.

## **SECTION 3. SHIFTS**

Shifts may only be scheduled and paid in accordance with the applicable Schedule "A" collective bargaining agreements or pursuant to the applicable Schedule "B" Agreement.

## **SECTION 4. HOLIDAYS**

There shall be eight standard holidays as follows ("Holidays"):

New Year's Day  
Martin Luther King Jr. Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Work performed on the above referenced Holidays shall be paid in accordance with the treatment of those holidays in the Affiliated Unions' respective collective bargaining agreements. It is agreed that Christmas Eve and New Years Eve shall be treated pursuant to Schedule A Agreements.

## **SECTION 5. SATURDAY MAKE-UP DAYS**

Saturday make-up days may be scheduled and paid in accordance with the Schedule "A" collective bargaining agreements or as set forth in the appropriate Schedule "B" Agreement.

### **ARTICLE XIII – TEMPORARY SERVICES**

Temporary services shall only be required upon the specific request of the Construction Manager in accordance with the applicable Schedule “B” Agreements. When requested they shall be provided by the employees represented by the appropriate Affiliated Union subject to the New York Plan.

### **ARTICLE XIV - SAFETY, PROTECTION OF PERSON AND PROPERTY**

#### **SECTION 1. SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA and safety requirements are at all times observed and maintained on the Project Work site and the employees and Affiliated Unions agree to cooperate fully with these efforts consistent with their rights and obligations under the law. The parties will advocate for strict compliance with applicable safety standards, including but not limited to “Build Safe New York”, a negotiated safety program between the BCTC and its affiliates.

#### **SECTION 2. CONTRACTOR RULES**

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

Any and all security measures, background checks or work clearance card programs must be negotiated with and approved by the BCTC and its Affiliated Unions.

**ARTICLE XV - NO DISCRIMINATION**

**SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Affiliated 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, age or any other status protected by applicable law, in any manner prohibited by applicable law or regulations.

**SECTION 2. LANGUAGE OF AGREEMENT**

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

**ARTICLE XVI - 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, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

**SECTION 2. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 of this Article, neither the Owner-developer, the Construction Manager or any Contractor, the BCTC nor any signatory Affiliated Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction or other court determination.

**SECTION 3. NON-WAIVER**

A. Nothing in this Agreement is intended to be or shall be construed as a waiver by any Affiliated Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement.

B. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any signatory Affiliated Union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this Agreement.

**ARTICLE XVII - DURATION**

**SECTION 1. DURATION**

This PLA shall apply to Project Work in the event the Project mobilizes prior to October 31, 2011 and shall thereafter remain in effect for the duration of the covered work performed on the Project.

**SECTION 2. EXTENSION OF AREA CONTRACTS**

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

B. There shall be no strikes or lockouts on this Project by reason of disputes during negotiations for area collective bargaining agreements. The Unions reserve all their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

**ARTICLE XVIII - HELMETS TO HARDHATS**

Section 1.

The Employers 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 Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this

Project and of apprenticeship and employment opportunities for this Project.  
To the extent permitted by law, the Unions will give credit to such veterans for  
bona fide, provable past experience.

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

BY: \_\_\_\_\_  
Gary LaBarbera, President

Date: \_\_\_\_\_

**FOR Construction Manager  
STRUCTURE TONE**

BY: \_\_\_\_\_  
, Managing Member

Date: \_\_\_\_\_

**AFFILIATES: See attached addendum for signatory affiliates**

**AFFILIATES:**

Boiler Makers Local No. 5

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bricklayers Local No. 1

By: \_\_\_\_\_

Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By: \_\_\_\_\_

Date: \_\_\_\_\_

Drywall Tapers 1974 DC 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Elevator Constructors No. 1

By: \_\_\_\_\_

Date: \_\_\_\_\_

Glaziers Local Union No. 1281 DC 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Heat & Frost Insulators Local Union No. 12A

By: \_\_\_\_\_

Date: \_\_\_\_\_

Carpenters District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cement Masons No. 780

By: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

Plumbers No. 1

By: \_\_\_\_\_

Date: \_\_\_\_\_

Campbell Sports Center PLA – 533 West 218<sup>th</sup> Street- Economic Recovery PLA

Iron Workers Local No. 40

By: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

Ornamental Iron Workers No. 580

By: \_\_\_\_\_

Date: \_\_\_\_\_

Campbell Sports Center PLA -- 533 West 218<sup>th</sup> Street- Economic Recovery PLA

Roofers & Waterproofers  
No. 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plasters Local Union No. 262

By: \_\_\_\_\_

Date: \_\_\_\_\_

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local No. 813 Private  
Sanitation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Tile, Marble & Terrazzo B.A.C. Local  
Union No. 7

By: \_\_\_\_\_

Date: \_\_\_\_\_

**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 herein above and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

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

By: \_\_\_\_\_  
Gary LaBarbera, President

Date: \_\_\_\_\_

**FOR CONSTRUCTION MANAGER  
STRUCTURE TONE**

By: \_\_\_\_\_  
, (Managing Member)

Date: \_\_\_\_\_

**\*\*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 STRUCTURE TONE, ("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.

3. All work performed by apprentice members of the United Brotherhood of Carpenters will be paid using the negotiated percentage rate based on any decrease in the journeyman rate.

(Supplemental note: This Project Labor Agreement Rate will remain in effect for a period ending June 30, 2010 at which time the previously negotiated increase due each respective category will be added). **AFTER 6/30/10 ADD \$2.13**

4. Coffee breaks shall be per the Collective Bargaining Agreement.

5. The last legal working day before Christmas Day and New Years Day will be recognized as per Schedule "A."

\*The New York City District Council of Carpenters shall have the right to accept or reject the Project Labor Agreement Rates on a case by case basis while agreeing to the terms and conditions of "The Core Economic Recovery Project Labor Agreement".

CARPENTERS DISTRICT COUNCIL

By: \_\_\_\_\_

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

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

**\*\*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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.
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: \_\_\_\_\_

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

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

**\*\*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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

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: \_\_\_\_\_

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

**\*\*\*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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

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

DERRICKMEN LOCAL 197

By: \_\_\_\_\_

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

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

**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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

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: \_\_\_\_\_

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

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

**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.**

**ELEVATOR CONSTRUCTORS ("Local 1"):**

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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 Elevator Local 1's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Overtime and weekend work governed by Elevator Constructors, Collective Bargaining Agreement

3. All employees shall begin and end their work day at their work station.

4. Employers shall have the right to preassemble secondary sheaves and machine beams/upstands (using Local 1-represented employees) and to

utilize the crane or outside hoist to hoist such preassembled unites in position together under the supervision of an elevator constructor. A separate hoisting of secondary sheaves and machine beams/upstands shall not be required, but they may be hoisted together on a crane or outside hoist under the supervision of a Local 1-represented employee.

5. The Employer shall have the right to utilize the outside hoist or crane, under the supervision of an elevator constructor, to stage material on all motor room floors and cross-over floors in addition to the two staging floors presently permitted by the collective bargaining agreement.

6. Christmas Eve and New Year's Eve off with no pay.

ELEVATOR CONSTRUCTORS LOCAL 1

By: \_\_\_\_\_

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

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

**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.**

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

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

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: \_\_\_\_\_

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

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

**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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, 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

Campbell Sports Center PLA – 533 West 218<sup>th</sup> Street- Economic Recovery PLA

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

HEAT & FROST INSULATORS LOCAL 12

By: \_\_\_\_\_

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

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

**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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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 ½.
- Second Shift Monday through Friday - all hours at time and ½ (eliminates double time for OT on shift work).
- Third Shift Monday through Friday - all hours at time and ½ (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 ½.

Campbell Sports Center PLA – 533 West 218<sup>th</sup> Street- 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: \_\_\_\_\_

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

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

**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.

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

1. The Project Labor Agreement ("PLA") between STRUCTURE TONE, ("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. - 9:00 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.

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: \_\_\_\_\_

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

**\*\*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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

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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: \_\_\_\_\_

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

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

**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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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 for the period July 1, 2007 through June 30, 2010 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

2. **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 Saturday. Holiday and Sunday overtime worked shall be paid at the rate of double time.

3. **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.

4. **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.

5. **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.

6. **Paragraph 38** - The ratio of Apprentices to be modified so that: one (1) Apprentice can be employed if two (2) Journeymen are employed, two 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.

7. **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 Schedule, all terms and conditions of the aforementioned CBA remain in full force and effect.

Campbell Sports Center PLA – 533 West 218<sup>th</sup> Street- Economic Recovery PLA

PLUMBERS UNION LOCAL 1

By: \_\_\_\_\_

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

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

**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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

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: \_\_\_\_\_

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

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

**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.**

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

**follows:**

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

**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: \_\_\_\_\_

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

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

**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.**

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

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, ("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.

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: \_\_\_\_\_

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

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

Campbell Sports Center PLA – 533 West 218<sup>th</sup> Street- Economic Recovery PLA

**SCHEDULE "C"**

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

Dear Structure Tone \_\_\_\_\_ :  
Construction Manager

The undersigned party confirms that it agrees to be a party to and be bound by the Campbell Sports Center 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 Campbell Sports Center PLA and located at 533 West 218<sup>th</sup> Street, New York, New York 10034 (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

**SCHEDULE "D"**

**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.