

International Gem Tower – 55 West 46th Street/44 West 47th Street – Economic Recovery PLA

PROJECT LABOR AGREEMENT

INTERNATIONAL GEM TOWER
55 WEST 46th STREET/44 WEST 47th STREET
PROJECT

NEW YORK CITY

Between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY

And

TISHMAN CONSTRUCTION CORP. *OF NEW YORK*
(Construction Manager)

TABLE OF CONTENTS

SECTION	<u>PAGE NO.</u>
PREAMBLE.....	1
ARTICLE I - PARTIES TO THE AGREEMENT	2
ARTICLE II - GENERAL CONDITIONS.....	3
Section 1. Definitions	3
Section 2. Conditions For Agreement To Become Effective.....	4
Section 3. Entities Bound And Administration Of Agreement	4
Section 4. Supremacy Clause	4
Section 5. Liability.....	5
Section 6. Bid Specifications.....	5
Section 7. Availability And Applicability To All Successful Bidders	6
Section 8. Work Preservation - Subcontracting	6
ARTICLE III - THE WORK	6
Section 1. Non-Application To Certain Entities.....	7
Section 2. Excluded Employees	7
ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT	8
Section 1. Pre-Hire Recognition	8
Section 2. Union Referral.....	8
Section 3. Non-Discrimination.....	10
Section 4. Union Dues.....	10
Section 5. Craft Forepersons And General Forepersons.....	10
Section 6. Apprentices.....	11

ARTICLE V - UNION REPRESENTATION	11
Section 1. Affiliated Union Representative.....	11
Section 2. Stewards.....	11
Section 3. Layoff Of A Steward.....	12
ARTICLE VI - MANAGEMENT’S RIGHTS	12
ARTICLE VII - WORK STOPPAGES AND LOCKOUTS	13
Section 1. No Strikes-No Lockouts.....	13
Section 2- Discharge For Violation.....	13
Section 3. Notification	13
Section 4. Expedited Arbitration	14
Section 5. Arbitration Of Discharges For Violation	15
ARTICLE VIII - LABOR MANAGEMENT COMMITTEE AND WORK	
ASSIGNMENTS	16
Section 1. Subjects.....	16
Section 2. Composition.....	16
Section 3. Pre-Job Conferences/Job Assignments.....	16
ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE.....	18
Section 1. Procedure For Resolution Of Grievances.....	18
Section 2. Participation By Construction Manager	19
ARTICLE X - JURISDICTIONAL DISPUTES	20
Section 1. No Disruptions.....	20
ARTICLE XI - WAGES AND BENEFITS	20
Section 1. Classification And Base Hourly Rate.....	20

Section 2. Trust Funds	21
ARTICLE XII - HOURS OF WORK	22
Section 1. Work Week And Work Day.....	22
Section 2. Overtime	23
Section 3. Shifts	23
Section 4. Holidays.....	23
Section 5. Saturday Make-Up Days	23
ARTICLE XIII – TEMPORARY SERVICES	24
ARTICLE XIV - SAFETY, PROTECTION OF PERSON AND PROPERTY.....	24
Section 1. Safety Requirements	24
Section 2. Contractor Rules.....	24
ARTICLE XV - NO DISCRIMINATION	25
Section 1. Cooperative Efforts.....	25
Section 2. Language Of Agreement.....	25
ARTICLE XVI - SAVINGS AND SEPARABILITY	25
Section 1. This Agreement	25
Section 2. Non-Liability	26
Section 3. Non-Waiver	26
ARTICLE XVII - DURATION.....	26
Section 1. Duration	26
Section 2. Extension Of Area Contracts	27
ARTICLE XVIII - HELMETS TO HARDHATS.....	27
SCHEDULE B: TRADE SPECIFIC ADDENDA.....	32

Carpenters District Council:	33
Cement Masons Local 780 ("Local 780"):	35
Cement & Concrete Workers District Council.....	37
Stone Derrickmen & Riggers ("Local 197	39
IBEW Local 3 ("Local 3"):.....	41
Elevator Constructors ("Local 1"):.....	43
Glaziers, Architectural Metal Glassworkers & Allied Trades Local Union 1281 ("Local 1281"):.....	45
Heat And Frost Insulators Local 12 ("Local 12"):.....	47
Iron Workers Local Union 40	49
Local 580 Of The International Association Of Bridge, Structural, Ornamental And Reinforcing Iron Workers ("Local 580"):.....	51
Metal Lathers Local No. 46.....	53
Plumbers Local Union No. 1 ("Local 1"):.....	55
Sheet Metal Local 28 ("Local 28"):.....	58
Enterprise Association, Steamfitters Local 638 ("Local 638").....	60
Local 7 Tile Marble And Terrazzo ("Local 7"):	62
SCHEDULE C: Project Labor Agreement - - Letter of Assent	65
SCHEDULE D: Standards of Excellence.....	67

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 EXTELL DEVELOPMENT CORPORATION – EXTELL GT LLC, 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 1 day of APRIL, 2011, by and between TISHMAN CONSTRUCTION CORP., ("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 55 WEST 46TH STREET/44 WEST 47TH STREET, New York, NY 10036 (“Project”), provided the Construction Manager mobilizes on the Project site prior to October 31st 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 EXTELL DEVELOPMENT GROUP - EXTELL GT LLC, 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 [EACH PARTY TO INSERT ONE NAME] _____ or _____, who shall alternate (beginning with Arbitrator _____) 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 between the BCTC and BTEA affiliates.

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 [EACH PARTY TO INSERT ONE NAME] _____, _____ or _____ who shall act, alternately (beginning with Arbitrator _____), 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 established by

the Building Trades Employers Association 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 BTEA and 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 March 30, 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:  Date: 4/27/11
Gary LaBarbera, President

**FOR Construction Manager
TISHMAN CONSTRUCTION CORP. OF New York.**

BY:  Date: April 01, 2011
Allan M. Paull, SVP Managing Member

AFFILIATES: See attached addendum for signatory affiliates

International Gem Tower -- 65 West 46th Street/44 West 47th Street -- Economic Recovery PLA

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: *L. M. W. Pardo Vega*

Date: *04-12-2011*

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: _____

Pavers and Road Builders District Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

International Gem Tower - 66 West 46th Street/44 West 47th Street - Economic Recovery PLA

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: *James W. Pardo Vega*

Date: *04-12-2011*

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: _____

Pavers and Road Builders District
Council NYC

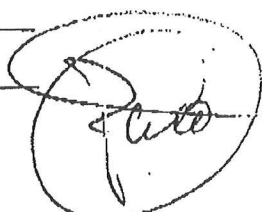
By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____



Apr. 11. 2011 10:29AM

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

AFFILIATES:

Boller 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: _____

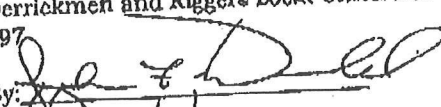
Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: 

Date: 4/11/11

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

International Gem Tower - 65 West 46th Street/44 West 47th Street - Economic Recovery PLA

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Bricklayers Local No. 1

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *[Signature]*

Date: 4.8.2011

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: _____

Pavers and Road Builders District Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Apr. 7. 2011 8:57AM

No. 2970 P. 2/3

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Ericklayers 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: _____

Pavers and Road Builders District Council NYC

By: _____

Date: _____

Plumbers No. 1

By: George W. Reilly

Date: 4-7-11

Apr. 7. 2011 8:55AM

No. 2969 P. 2/2

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

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: _____

Pavers and Road Builders District Council NYC

By: *[Signature]*

Date: *4/6/11*

Plumbers No. 1

By: _____

Date: _____

International Gem Tower - 66 West 46th Street/44 West 47th Street - Economic Recovery PLA

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: 4-7-11

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: _____

Pavers and Road Builders District Council NYC
By: _____
Date: _____

Plumbers No. 1
By: _____
Date: _____

Final Execution Copy

International Gem Tower - 65 West 46th Street/44 West 47th Street - Economic Recovery PLA

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Bricklayers Local No. 1

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Papers 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: *Angel Scognella*

Date: *4/7/11*

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

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: *Dennis Joppolo*

Date: *4/7/11*

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Apr. 1. 2011 2:31PM

No. 2941 P. 2/35

International Gem Tower - 55 West 46th Street/44 West 47th Street -- Economic Recovery PLA

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: *William C. Cifola*
Date: *4/4/11*

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: _____

Pavers and Road Builders District Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

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: Joseph Giordano

Date: 4/1/11

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: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Apr. 1. 2011 2:40PM

No. 2941 P. 2/35

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

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: Christopher Wilson

Date: 4/4/11

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

International Gem Tower - 65 West 46th Street/44 West 47th Street - Economic Recovery PLA

AFFILIATES:

Boiler Makers Local No. 5

By: [Signature]

Date: 4/1/11

Carpenters District Council

By: _____

Date: _____

Bricklayers Local No. 1

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th 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: 4/11/11

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

International Gem Tower – 55 West 46th Street/44 West 47th 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: Edward J. Walsh

Date: 4-13-2011

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: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: *Robert A Ledwith*

Date: 4/13/11

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: _____

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

Iron Workers Local No. 40

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

NOT FOR TISHMAN

Apr. 7. 2011 9:05AM

No. 2973 P. 2/2.

International Gem Tower - 65 West 46th Street/44 West 47th Street - Economic Recovery PLA

Iron Workers Local No. 40
By: _____
Date: _____

Iron Workers District Council
By: _____
Date: _____

Local 79 Construction and General
Building Laborers
By: _____
Date: _____

Iron Workers Local No. 361
By: _____
Date: _____

Metal Lathers Local No. 46
By: _____
Date: _____

Laborers Local No. 29 Blasters and
Drillers
By: Thomas Kusa
Date: APR 07 2011

Metal Polishers District Council #9
By: _____
Date: _____

Laborers Local No. 78 Asbestos & Lead
Abatement
By: _____
Date: _____

Painters District Council # 9
By: _____
Date: _____

Laborers Local No. 731 Excavators
By: _____
Date: _____

Painters, Decorators & Wallcoverers DC 9
By: _____
Date: _____

Mason Tenders District Council
By: _____
Date: _____

Painters Structural Steel No. 806
By: _____
Date: _____

Ornamental Iron Workers No. 580
By: _____
Date: _____

Apr. 7. 2011 9:22AM

No. 2973 P. 2/2.

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery.PLA

Iron Workers Local No. 40

Iron Workers District Council

By: _____

By: _____

Date: _____

Date _____

Local 79 Construction and General Building Laborers

Iron Workers Local No. 361
Not in my jurisdiction
By: Richard O'Rand

By: _____

Date: April 7th, 2011

Date: _____

Metal Lathers Local No. 46

Laborers Local No. 29 Blasters and Drillers

By: _____

By: _____

Date _____

Date: _____

Metal Polishers District Council #9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters District Council # 9

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Ornamental Iron Workers No, 580

By: _____

By: _____

Date: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th 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: 4/7/2011

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th 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: Robert Brown

Date: 4-7-11

Ornamental Iron Workers No. 580

By: _____

Date: _____

Apr. 1. 2011 4:17PM

No. 2941 P. 3/35

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

Iron Workers Local No. 40

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: [Signature]

Date: 4/7/11

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

Iron Workers Local No. 40

By: Robert W. Walsh

Date: 4/4/11

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

Iron Workers Local No. 40

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: [Signature]

Date: 4/5/2011

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council #9

By: [Signature]

Date: 4/5/2011

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: [Signature]

Date: 4/5/2011

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 808

By: [Signature]

Date: 4/5/2011

Ornamental Iron Workers No. 580

By: _____

Date: _____

Apr. 7. 2011 9:02AM

No. 2975 P. 2/2

Internallonal Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

Roofers & Waterproofers
No. 8

By: Nick Sculimino

Date: 4/7/11

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: _____

International Gem Tower - 55 West 46th Street/44 West 47th 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: *John P. Greeney*
Date: *4/6/11*

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 E.A.C. Local
Union No. 7

By: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

Roofers & Waterproofers
No. 8

By: _____

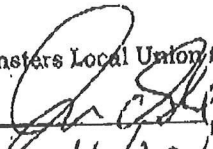
Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By:  _____

Date: 4/20/2011 _____

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: _____

Apr. 1. 2011 3:04PM

No. 2941 P. 4 33

International Gem Tower - 55 West 46th Street/44 West 47th 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: J. Hama Zmi

Date: 3/31/11

International Gem Tower - 55 West 40th Street/44 West 47th 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: *Paul Kelly* SIGNS & GRAPHICS

Date: *4.7.11*

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

International Gem Tower - 55 West 46th Street/44 West 47th 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: Ronald Roberts

Date: 7/9/11

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: _____

International Gem Tower - 65 West 46th Street/44 West 47th 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: *Anthony M. ...*

Date: *04-05-11*

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

By: _____

Date: _____

International Gem Tower -- 55 West 45th Street/44 West 47th Street -- Economic Recovery PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: *Michael V Belluzzi*

Date: *4/1/11*

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

Plasters Local Union No. 262

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
Gary LaBarbera, President

Date: 4/27/11

**FOR CONSTRUCTION MANAGER
TISHMAN CONSTRUCTION CORP. OF New York**

By: Alan M. Pava
, (Managing Member)
Alan M. Pava, SVP

Date: April 01, 2011

****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 TISHMAN CONSTRUCTION CORP., ("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.

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

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 \$2.12**

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: [Signature]
Name and Title: Dir. of Jurisdiction
Dated: 4-7-11

****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 TISHMAN CONSTRUCTION CORP., ("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.

International Gem Tower - 66 West 46th Street/44 West 47th Street - 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 Scognelli

Name and Title: Kim Scroggins Bus Manager

Dated: 4/7/11

****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:

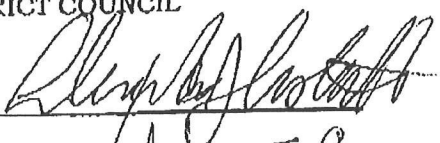
1. The Project Labor Agreement (the "PLA") between TISHMAN CONSTRUCTION CORP., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Cement & Concrete Workers' work on this Project to facilitate 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.

International Gem Tower -- 55 West 46th Street/44 West 47th Street -- 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
PRESIDENT & BUSINESS MANAGER

Dated: 4.8.2011

*****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 TISHMAN CONSTRUCTION CORP., ("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.

Apr. 11. 2011 10:29AM

International Gem Tower - 55 West 46th Street/44 West 47th Street - 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: Joseph F. McDonald
 Name and Title: BUSINESS MANAGER

Dated: 4/11/11

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 TISHMAN CONSTRUCTION CORP., ("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.

Apr. 1. 2011 2:43PM

No. 2941 P. 14/35

International Gem Tower - 65 West 46th Street/44 West 47th Street - 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 Gibson

Name and Title: BM

Dated: 4/4/11

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 TISHMAN CONSTRUCTION CORP., ("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 TISHMAN CONSTRUCTION CORP., ("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.

International Gem Tower - 56 West 48th Street/44 West 47th Street - 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: _____

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 TISHMAN CONSTRUCTION CORP., ("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 9th 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

International Gem Tower - 55 West 46th Street/44 West 47th 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: Dennis Appalite

Name and Title: Dennis Appalite B M

Dated: 4/7/11

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 TISHMAN CONSTRUCTION CORP., ("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.

Apr. 1. 2011 4:12PM

No. 2941 P. 22/35

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

3. Lunch time between 4th and 5th 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: EST-BA

Dated: 4/4/11

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 TISHMAN CONSTRUCTION CORP., ("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.

****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 TISHMAN CONSTRUCTION CORP. ("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.

International Gem Tower – 55 West 46th Street/44 West 47th Street – 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: 4/13/11

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 TISHMAN CONSTRUCTION CORP., ("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.

04/07/2011 14:07 7188350896

PLUMBERS LOCAL NO 1

PAGE 04/06

No. 2970 P. 3/3

Apr. 7. 2011 8:57AM

International Gem Tower - 55 West 46th Street/44 West 47th Street - Economic Recovery PLA

PLUMBERS UNION LOCAL 1

By: George W. Reilly

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

Dated: 4-7-'11

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 TISHMAN CONSTRUCTION CORP., ("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.

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 TISHMAN CONSTRUCTION CORP., ("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.

Apr. 1. 2011 3:27PM

No. 2941 P. 33/35

International Gem Tower - 65 West 46th Street/44 West 47th Street - 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 Roberts
Name and Title: Steamfitters 638
Dated: 2/11/11

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 TISHMAN CONSTRUCTION CORP., ("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.

Apr. 1. 2011 3:06PM

No. 2941 P. 35 35

International Gem Tower - 65 West 46th Street/44 West 47th Street - 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

Dated: 3/31/11

International Gem Tower – 55 West 46th Street/44 West 47th Street – Economic Recovery PLA

SCHEDULE "C"

Project Labor Agreement - - Letter of Assent

Dear _____:

TISHMAN CONSTRUCTION CORP.

The undersigned party confirms that it agrees to be a party to and be bound by the International Gem Tower – 55 West 46th Street/44 West 47th Street 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 Tower – 55 West 46th Street/44 West 47th Street and located at 55 West 46th Street/44 West 47th 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

International Gem Tower – 55 West 46th Street/44 West 47th Street – Economic Recovery PLA

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.



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

GARY LaBARBERA
PRESIDENT

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

BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NEW YORK STATE

AMERICAN FEDERATION OF LABOR OF CONGRESS
OF INDUSTRIAL ORGANIZATION

April 27, 2011

To: All Affiliates

Re: Finalized Economic Recovery PLA

As you are aware, the Building and Construction Trades Department of Washington, D.C. has approved the following project for the Economic Recovery Project Labor Agreement ("PLA"). This letter is to inform you that the PLA for this project listed below has been fully executed by all parties.

- **International Gem Tower Economic Recovery PLA – Tishman Construction Corp.**

If you have any questions, please do not hesitate to contact me.

Yours in Solidarity,

Gary LaBarbera