

NY Helmsley Hotel – 212 East 42nd Street

PROJECT LABOR AGREEMENT

NY HELMSLEY HOTEL
PROJECT

NEW YORK CITY

Between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY

And

STRUCTURE TONE, INC.
(Construction Manager)

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PROJECT LABOR AGREEMENT

PREAMBLE

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

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

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

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

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

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

(1) expediting the construction process and otherwise minimizing disruption to the project;

(2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the project;

(3) standardizing certain terms and conditions governing the employment of labor on the project;

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

(5) ensuring a reliable source of skilled and experienced labor;

(6) maximizing project safety conditions for both workers and others;

(7) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner; and

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

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

ARTICLE I - PARTIES TO THE AGREEMENT

This Project Labor Agreement ("PLA" or "Agreement") is entered into, this _____ day of _____, 2011, by and between Structure Tone, Inc., ("Construction Manager"), and the New York City Building and Construction Trades Council ("BCTC") and it's Affiliated Unions ("Affiliated Unions"). The PLA will govern the relationship between the Construction Manager, general contractors, subcontractors and the Affiliated Unions with respect to

construction work to be performed at the Helmsley Hotel, 212 East 42nd Street, New York, New York 10017 (“Project”), provided the Construction Manager mobilizes on the Project site prior to June 1, 2012.

The parties each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.

ARTICLE II - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various union parties, 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 is approved and signed by the BCTC, and the Agreement is 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, represent the complete understanding of all parties. Where there are conflicts between and among this Agreement and the Schedule “A” Agreements, this Agreement governs. Where this Agreement is silent on a subject, the applicable Schedule “A” Agreement shall govern. It is further agreed that where there is a conflict this Agreement shall supersede 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, 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. The 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 "B," 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, 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, 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

(a) 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.

(b) The scope of work includes ADA room creation and upgrades, corridors, guestrooms, elevator lobbies, all related construction work in common areas and guest rooms, approximately 39 bath tub to shower conversions, the installation of a new 4-pipe FCU's and horizontal and vertical riser system, the removal of all existing FCU's of floors 6041, new soft and case goods, the installation of new fire alarm system, common areas including the lobby, mezzanine, second and third floors will be renovated.

**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 Helmsley Hotels, 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 or material warranty work in the employ of the equipment or material manufacturer or supplier, provided those employees work in concert with other employees from the appropriate craft or trade hired under this Agreement, provided, in cases of conflict with Article IV, Section 2, such latter provision shall apply.
- (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 "C," 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 regarding project work. 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.

SECTION 2- DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral for work on the Project. Such discharge shall be subject to the grievance and arbitration clause set forth in Subsection 5 of this Article.

SECTION 3. NOTIFICATION

If the Construction Manager or any Contractor contends that any Affiliated Union has violated this Article, it will notify the Affiliated Union involved advising of such fact, with copies of the notification to the BCTC. The Affiliated Union shall instruct its members and shall otherwise use its best efforts to cause the employees to immediately cease and desist from any violation. The BCTC shall request, and otherwise use its best efforts to cause, the Affiliated Union to immediately cease and desist from any violation of this Article. The BCTC shall not be liable for the unauthorized acts of an Affiliated Union or its members. Similarly, an Affiliated Union and its members will not be liable for any unauthorized acts of other Affiliated Unions.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Affiliated Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought):

- (a) A party invoking this procedure shall notify Richard Adelman or Jack Tillem, who shall alternate (beginning with Arbitrator

Adelman) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and the BCTC.

- (b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Affiliated Union involved, the BCTC and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice.
- (c) All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Affiliated Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Affiliated Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether a violation of Section 1, above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Affiliated Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages or modify the disciplinary action taken (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- (e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the Affiliated Union or Contractor involved, and the Construction Manager.
- (f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in

this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Affiliated Unions to whom they accrue.

- (g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Affiliated Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE VIII - LABOR MANAGEMENT COMMITTEE AND WORK ASSIGNMENTS

SECTION 1. SUBJECTS

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

SECTION 2. COMPOSITION

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

SECTION 3. PRE-JOB CONFERENCES/JOB ASSIGNMENTS

All project work assignments shall be made by the Construction Manager, Contractors and subcontractors to Affiliated Unions or to unions affiliated with the Building and Construction Trades Department (“Building Trade Unions”), pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee shall be formulated upon execution of this Agreement and shall convene a pre-job conference at least 45 days (or such lesser period as may be practical) prior to the Construction Manager’s mobilization on the job, which shall include all affected Contractors and trades, to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor (including the Construction Manager) shall inform the Construction Manager of the identity of the Affiliated Union or Building Trades Union to which it intends to assign the work within the scope of its contract. The Construction Manager shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor (or Construction Manager) beginning its work, schedule a

conference with the Contractor, the Construction Manager and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The Construction Manager shall make good faith efforts to ensure that the contracts it lets to contractors shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior New York Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the Construction Manager or Contractor shall assign it in conformance with New York City BCTC area practice.

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

ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Affiliated

Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Affiliated Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with a written copy of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Affiliated Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any party to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other party to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

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

Step 3:

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

Step 4:

(a) If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to Richard Adelman or Jack Tillem, who shall act, alternately (beginning with Arbitrator Adelman), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The

decision of the Arbitrator shall be final and binding on the involved Contractor, Affiliated Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Affiliated Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Affiliated Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. PARTICIPATION BY CONSTRUCTION MANAGER

The Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 4 arbitration.

ARTICLE X - JURISDICTIONAL DISPUTES

The New York Plan for the Settlement of Jurisdictional Disputes (“New York Plan”) shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to any and all Contractors, subcontractors; Affiliated Unions performing work on the Project, and any and all jurisdictional disputes that may arise on the project. In the event that a Building Trades Union whose members are employed on the Project is not a party to the New York Plan, for the limited purpose of this Project and without implications as to any other Project, the New York Plan shall apply to the settlement of jurisdictional disputes in which it is involved.

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any

jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor.

SECTION 2. ASSIGNMENT

All project work assignments shall be made by the Contractor to Unions affiliated with the BCTC or BCTD consistent with the New York Plan and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

ARTICLE 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 and fringe benefit rates for those classifications as specified in the Schedules "A," as amended during the term of this Agreement.

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 thirty (30) days of knowledge of a Contractor's delinquency with respect to Project Work, and the Construction Manager agrees to immediately withhold from outstanding monies due and unpaid to an alleged delinquent Contractor or any tier subcontractor at the time of receipt of the notice, the amount the Affiliated Union or Trust Fund Administrator claims a Contractor owes for hours worked (or paid) by its employees on the Project. Within seven (7) days after receipt of said notification from the Trust Funds or Affiliated Union, if not already paid prior to said date by the delinquent Contractor, the Construction Manager shall place the amount claimed to be owed into an escrow account until the resolution of the claim. If the Construction Manager fails to comply with this provision the involved Affiliated Union may withhold labor until such time as this provision is complied with.

ARTICLE XII - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

A. The standard workweek shall consist of 40 hours of work at straight time rates, Monday through Friday, 5 days; the standard work day shall be 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 7:00 a.m. to 9:00 a.m. for the first shift and 3:30 p.m. to 5:30 p.m. for the second shift; provided, however, for Saturday work only, where due to special circumstances related to jobsite permit issues, the first shift may start at 10:00 a.m. Where a Local Union has already agreed to staggered starting times in Schedule "A," 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) (over 8 hours a day, as well as over forty hours a week), only in accordance with the applicable Schedule "A" collective bargaining agreements. There shall be no pyramiding of overtime.

SECTION 3. SHIFTS

The NY Helmsley will remain operational during the phased renovation. The owner has directed specific time frames to shut down guestroom floors,

renovate them and turn them back into service, and therefore, an accelerated construction schedule is required.

The proposed construction schedule is as follows:

Phase I – Preconstruction, including mock-up construction

Phase II – Fire alarm & FCU infrastructure

Phase III – Guestroom construction floors 6-23

Phase IV- Guestroom construction 24-41 (400 rooms, 18 floors)

Phase V – Project close-out

The Phase II infrastructure construction will run on standard workday. Phases III & IV guestroom renovation require an 8 hour day shift and an additional 8 hour second shift Monday through Friday to achieve the specified time frames mandated by the Hotel. There will be work on Saturdays based on an 8 to 12 hour day as per the jobsite demands.

During Phase III and IV, the trades shall work two shifts; Monday through Friday; each shift shall be eight (8) hours in length. The first shift will be at straight time and the second shift will be at straight time plus a 15% differential on wages and fringes.

SECTION 4. WEEKEND WORK

All work on Saturdays, Sundays and Holidays shall be paid in accordance with the applicable Schedule “A” agreements.

ARTICLE XIII – TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the Construction Manager and where required shall be performed in

accordance with the applicable Schedule “A” 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.”

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 June 1, 2012 and shall thereafter remain in effect for the duration of the covered work performed on the Project.

SECTION 2. EXTENSION OF AREA CONTRACTS

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

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.

NY Helmsley Hotel – 212 East 42nd Street

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

BY: _____
Gary LaBarbera, President

Date: _____

**FOR Construction Manager
Structure Tone, Inc.**

BY: _____
, Managing Member

Date: _____

AFFILIATES: See attached addendum for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Bricklayers Local No. 1

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road
Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

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: _____

NY Helmsley Hotel – 212 East 42nd Street

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

SCHEDULE “A”

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
Derrickmen and Riggers Association, Local 197	July 1, 2008 - June 30, 2013	Contracting Stonesetters Association Inc.
District Council No. 9, I.U.P.A.T Glaziers Local 1281	May 1, 2005 - April 30, 2011	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974	September 6, 2006 - June 28, 2011	Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.
Enterprise Association Local 638	July 1, 2008 - June 30, 2011	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2008 - July 1, 2011	Independent
Enterprise Association Metal Trades Branch Local 638	July 1, 2007 - June 30, 2010	Service Contracting Division of the Mechanical Contractors Association of New York, Inc.
International Association of Heat and Front Insulators and Allied Workers Local No. 12 of New York City	2008-June 30, 2014	Independent

International Association of Heat and Front Insulators and Allied Workers Local No. 12 of New York City	2008-2014	The Insulation Contractors Association of New York City, Inc.
International Brotherhood of Teamsters High Rise contract	July 1, 2008 - June 30, 2013	Building Contractors Association & Independents
International Union of Elevator Constructors	July 9, 2007 - July 8, 2012	Thyssenkrupp Elevator Corporation Agreement
International Union of Operating Engineers Local 14-14B	July 1, 2006 - June 30, 2011	Building Contractors Association
International Union of Operating Engineers Local 15-15B	July 1, 2006 - June 30, 2011	Building Contractors Association
Iron Workers Local 40 & 361	July 1, 2008 - June 30, 2014	Independent
Local 1 New York of the International Union of Bricklayers and Allied Craftworkers	July 1, 2008 - June 30, 2011	Independent
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Cement League

Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Allied Building Metal Industries, Inc.
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Independent
Mason Tenders DC	2008-2011	Independent
Millwright Local 740	July 1, 2006 - June 30, 2011	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2005 - April 30, 2011	Independent

Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2005 - April 30, 2011	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO CLC	October 1, 2005 - September 30, 2011	New York Structural Steel Painting Contractors Association
The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	May 1, 2007 - April 30, 2012	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 03, 2011	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 30, 2011	Association of Concrete Contractors of New York
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	Cement League

<p>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO</p>	<p>July 1, 2006 - June 30, 2011</p>	<p>The Cement League</p>
<p>The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740</p>	<p>July 1, 2006 - June 30, 2011</p>	<p>NYC Millwright Contractors Association</p>
<p>The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers</p>	<p>dated June 8, 2009 - 6.2.13</p>	<p>The Greater New York and New Jersey Contractors Association</p>
<p>United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity</p>	<p>July 1, 2008 - June 30, 2013</p>	<p>Building Stone and Pre-cast Contractors Association</p>
<p>Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO</p>	<p>July 1, 2009 - June, 30, 2012</p>	<p>The Employer</p>
<p>The District Council of New York City and vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</p>	<p>October 17, 2007 - October 16, 2012</p>	<p>Independent</p>

The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity	July 1, 2006 - June 30, 2011	GCA

<p>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</p>	<p>July 1, 2006 - June 30, 2011</p>	<p>The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated.</p>
<p>International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5</p>	<p>January 1, 2010 - December 21, 2012</p>	<p>Boilermakers Association of Greater New York</p>
<p>78 and 79 Mason Tenders DC</p>	<p>2008-June 30, 2011</p>	<p>Independent (Master)</p>

NY Helmsley Hotel – 212 East 42nd Street

SCHEDULE "B"

Project Labor Agreement - - Letter of Assent

Dear _____:

STRUCTURE TONE, INC.

The undersigned party confirms that it agrees to be a party to and be bound by the NY HELMSLEY HOTEL, 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 NY HELMSLEY HOTEL and located at 212 East 42nd Street, New York, NY 10017 (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 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

NY Helmsley Hotel – 212 East 42nd Street

SCHEDULE "C"

**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.

NY Helmsley Hotel – 212 East 42nd Street

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

BY: Gary LaBarbera
Gary LaBarbera, President

Date: 6/16/11

**FOR Construction Manager
Structure Tone, Inc.**

BY: John T. White
, Managing Member

Date: 6/3/11

AFFILIATES: See attached addendum for signatory affiliates

NY Helmstey Hotel - 212 East 42nd Street

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Bricklayers Local No. 1

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

~~Carpenters District Council~~

By: 

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Execution Copy

Jun. 8. 2011 12:07PM

No. 3263 P. 2/4

NY Helmsley Hotel - 212 East 42nd Street

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

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Elevator Constructors No. 1

By: _____

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Date: _____

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By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: *[Signature]*

Date: 6/9/11

Plumbers No. 1

By: _____

Date: _____

Jan. 8. 2011 12:02PM

NY Helmsley Hotel - 212 East 42nd Street

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

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: *Joseph Sindona*

Date: *6/8/11*

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

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Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

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Date: _____

NY Helmsley Hotel - 212 East 42nd Street

AFFILIATES:

Boiler Makers Local No. 5

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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: *Francisco Hernandez*

Date: 6-8-11

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

NY Helmsley Hotel - 212 East 42nd Street

AFFILIATES:

Boiler Makers Local No. 5

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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: *Joe F. Dehal*

Date: 6/7/11

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

NY Helmsley Hotel - 212 East 42nd Street

AFFILIATES:

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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 Erikson*

Date: *6/7/11*

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

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: *Vernice Spolito*

Date: *6/7/11*

Laborers Local 1010 Pavers and Road
Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

AFFILIATES:

Boiler Makers Local No. 5

By: *John John*

Date: 6/8/11

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 Cefal*

Date: 6/08/11

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Scagnelli*

Date: 6/8/11

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: *George W. Reilly*

Date: June 8, 2011

NY Helmsley Hotel - 212 East 42nd Street

AFFILIATES:

Boiler Makers Local No. 5

By: _____

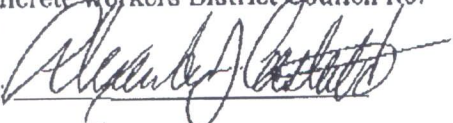
Date: _____

Bricklayers Local No. 1

By: _____

Date: _____

Concrete Workers District Council No. 16

By: 

Date: JUNE 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: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Jun. 8. 2011 12:09PM

No. 3263 P. 3/4

NY Helmsley Hotel - 212 East 42nd Street

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

By: *[Signature]*

By: _____

Date: *5/8/11*

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. 500

By: _____

By: _____

Date: _____

Date: _____

Jun. 8. 2011 12:08PM

No. 3263 P. 3/4

NY Helmsley Hotel - 212 East 42nd Street

Iron Workers Local No. 40

Iron Workers District Council

By: Robert W. Wabala

By: _____

Date: 6-8-11

Date: _____

Local 79 Construction and General Building Laborers

Iron Workers Local No. 361

By: _____

By: _____

Date: _____

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: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

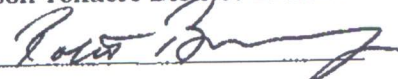
Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: 

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

NY Helmsley Hotel - 212 East 42nd Street

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: 6/10/11

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

NY Helmsley Hotel - 212 East 42nd Street

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: James P. Phony

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: 6/15/11

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: _____

NY Helmsley Hotel - 212 East 42nd Street

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: *[Signature]*

Date: 6/14/2011

Painters District Council # 9

By: *[Signature]*

Date: 6/14/2011

Painters, Decorators & Wallcoverers DC 9

By: *[Signature]*

Date: 6/14/2011

Painters Structural Steel No. 806

By: *[Signature]*

Date: 6/14/2011

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Jun. 8. 2011 12:13PM

No. 3263 P. 3/4

NY Helmsley Hotel - 212 East 42nd Street

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

By: _____

By: _____

Date: _____

Date: _____

Metal Lathers Local No. 46

Laborers Local No. 29 Blasters and Drillers

By: _____

By: *Thomas Russo*

Date: _____

Date: JUN 08 2011

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: _____

NY Helmsley Hotel -- 212 East 42nd Street

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 Wall

Date: 6-8-2011

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: Joe David

Date: 6/8/2011

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

NY Helmsley Hotel - 212 East 42nd Street

Iron Workers Local No. 40

By: _____

Date: _____

Iron Workers District Council

By: Edward J. Walker

Date: 6-7-2011

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: _____

NY Helmsley Hotel - 212 East 42nd Street

Roofers & Waterproofers
No. 8
By: Mike Sirtano
Date: 6/10/11

Steamfitters Local Union
No. 638
By: _____
Date: _____

Sheet Metal Workers Local No. 28
By: _____
Date: _____

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: _____

NY Helmsley Hotel - 212 East 42nd Street

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: Sharon June

Date: 6/8/11

NY Helmsley Hotel - 212 East 42nd Street

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: M. Hulten

Date: 6/7/11

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 B.A.C. Local
Union No. 7

By: _____

Date: _____

NY Helmsley Hotel – 212 East 42nd Street

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: Robert Caputo

Date: 6/7/11

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: _____

NY Helmsley Hotel - 212 East 42nd Street

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: *[Signature]*

Date: 6/8/2011

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: _____

NY Helmsley Hotel - 212 East 42nd Street

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: Richard Roberts

Date: June 3, 2011

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: _____

NY Helmsley Hotel - 212 East 42nd Street

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 P. ...*

Date: *6-08-11.*

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

By: _____

Date: _____

NY Helmsley Hotel - 212 East 42nd Street

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 H. J.* _____

Date: *6.9.11* _____

SIGNS & GRAPHICS

Teamsters Local No. 818 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

SCHEDULE "A"

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
Derrickmen and Riggers Association, Local 197	July 1, 2008 - June 30, 2013	Contracting Stonesetters Association Inc.
District Council No. 9, I.U.P.A.T. Glaziers Local 1281	May 1, 2005 - April 30, 2011	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974	September 6, 2006 - June 28, 2011	Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.
Enterprise Association Local 638	July 1, 2008 - June 30, 2011	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2008 - July 1, 2011	Independent
Enterprise Association Metal Trades Branch Local 638	July 1, 2007 - June 30, 2010	Service Contracting Division of the Mechanical Contractors Association of New York, Inc.
International Association of Heat and Front Insulators and Allied Workers Local No. 12 of New York City	2008-June 30, 2014	Independent

International Association of Heat and Front Insulators and Allied Workers Local No. 12 of New York City	2008-2014	The Insulation Contractors Association of New York City, Inc.
International Brotherhood of Teamsters High Rise contract	July 1, 2008 - June 30, 2013	Building Contractors Association & Independents
International Union of Elevator Constructors	July 9, 2007 - July 8, 2012	Thyssenkrupp Elevator Corporation Agreement
International Union of Operating Engineers Local 14-14B	July 1, 2006 - June 30, 2011	Building Contractors Association
International Union of Operating Engineers Local 15-15B	July 1, 2006 - June 30, 2011	Building Contractors Association
Iron Workers Local 40 & 361	July 1, 2008 - June 30, 2014	Independent
Local 1 New York of the International Union of Bricklayers and Allied Craftworkers	July 1, 2008 - June 30, 2011	Independent
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Cement League

Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Allied Building Metal Industries, Inc.
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Independent
Mason Tenders DC	2008-2011	Independent
Millwright Local 740	July 1, 2006 - June 30, 2011	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2005 - April 30, 2011	Independent

Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2005 - April 30, 2011	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO CLC	October 1, 2005 - September 30, 2011	New York Structural Steel Painting Contractors Association
The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	May 1, 2007 - April 30, 2012	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 03, 2011	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 30, 2011	Association of Concrete Contractors of New York
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	Cement League

<p>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO</p>	<p>July 1, 2006 - June 30, 2011</p>	<p>The Cement League</p>
<p>The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740</p>	<p>July 1, 2006 - June 30, 2011</p>	<p>NYC Millwright Contractors Association</p>
<p>The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers</p>	<p>dated June 8, 2009 - 6.2.13</p>	<p>The Greater New York and New Jersey Contractors Association</p>
<p>United Derricksmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity</p>	<p>July 1, 2008 - June 30, 2013</p>	<p>Building Stone and Pre-cast Contractors Association</p>
<p>Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO</p>	<p>July 1, 2009 - June, 30, 2012</p>	<p>The Employer</p>
<p>The District Council of New York City and vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</p>	<p>October 17, 2007 - October 16, 2012</p>	<p>Independent</p>

The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity	July 1, 2006 - June 30, 2011	GCA

<p>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</p>	<p>July 1, 2006 - June 30, 2011</p>	<p>The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated.</p>
<p>International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5</p>	<p>January 1, 2010 - December 31, 2012</p>	<p>Boilermakers Association of Greater New York</p>
<p>78 and 79 Mason Tenders DC</p>	<p>2008-June 30, 2011</p>	<p>Independent (Master)</p>