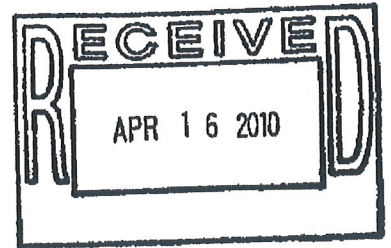


Madison Square Garden PLA



PROJECT LABOR AGREEMENT

**MADISON SQUARE GARDEN
PROJECT**

NEW YORK CITY

Between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY

And

TURNER CONSTRUCTION COMPANY
(Construction Manager)

SECTION	<u>PAGE NO.</u>
PREAMBLE	3
ARTICLE I - PARTIES TO THE AGREEMENT	4
ARTICLE II - GENERAL CONDITIONS	5
SECTION 1. DEFINITIONS	5
SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE	5
SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT.....	6
SECTION 4. SUPREMACY CLAUSE.....	6
SECTION 5. LIABILITY	7
SECTION 6. BID SPECIFICATIONS.....	8
SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS	8
SECTION 8. WORK PRESERVATION - SUBCONTRACTING	9
ARTICLE III - THE WORK	9
SECTION 1. NON-APPLICATION TO CERTAIN ENTITIES.....	9
SECTION 2. EXCLUDED EMPLOYEES	9
ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT	10
SECTION 1. PRE-HIRE RECOGNITION	10
SECTION 2. UNION REFERRAL	11
SECTION 3. NON-DISCRIMINATION.....	12
SECTION 4. UNION DUES	12
SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS.....	13
SECTION 6. APPRENTICES.....	13
ARTICLE V - UNION REPRESENTATION	14
SECTION 1. UNION REPRESENTATIVE	14
SECTION 2. STEWARDS.....	14
SECTION 3. LAYOFF OF A STEWARD.....	14
ARTICLE VI - MANAGEMENT'S RIGHTS	15
ARTICLE VII - WORK STOPPAGES AND LOCKOUTS	15
SECTION 1. NO STRIKES-NO LOCKOUTS.....	15
SECTION 2- DISCHARGE FOR VIOLATION	16
SECTION 3. NOTIFICATION.....	16
SECTION 4. EXPEDITED ARBITRATION	17
SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION.....	18

ARTICLE VIII - LABOR MANAGEMENT COMMITTEE AND WORK	
ASSIGNMENTS.....	18
SECTION 1. SUBJECTS	18
SECTION 2. COMPOSITION	19
SECTION 3. PRE-JOB CONFERENCES/JOB ASSIGNMENTS	19
ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE	20
SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES.....	20
SECTION 2. PARTICIPATION BY CONSTRUCTION MANAGER	22
ARTICLE X - JURISDICTIONAL DISPUTES.....	22
SECTION 1. NO DISRUPTIONS	23
ARTICLE XI - WAGES AND BENEFITS	23
SECTION 1. CLASSIFICATION AND BASE HOURLY RATE	23
SECTION 2. TRUST FUNDS.....	23
ARTICLE XII - HOURS OF WORK	25
SECTION 1. OVERTIME	25
SECTION 2. SHIFTS	26
ARTICLE XIII - SAFETY, PROTECTION OF PERSON AND PROPERTY.....	27
SECTION 1. SAFETY REQUIREMENTS.....	27
SECTION 2. CONTRACTOR RULES.....	27
ARTICLE XIV - NO DISCRIMINATION	28
SECTION 1. COOPERATIVE EFFORTS	28
SECTION 2. LANGUAGE OF AGREEMENT	28
ARTICLE XV - SAVINGS AND SEPARABILITY.....	28
SECTION 1. THIS AGREEMENT.....	28
SECTION 2. NON-LIABILITY	29
SECTION 3. NON-WAIVER.....	29
ARTICLE XVI - DURATION	30
SECTION 1. DURATION	30
SECTION 2. EXTENSION OF AREA CONTRACTS.....	30
ARTICLE XVII - HELMETS TO HARDHATS	30
Project Labor Agreement - - Letter of Assent.....	38

PROJECT LABOR AGREEMENT

PREAMBLE

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

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

Madison Square Garden PLA

- (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 certain of its affiliated Unions ("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 _____, 2010, by and between TURNER CONSTRUCTION COMPANY, ("Construction Manager" or "Turner"), and the New York City Building and Construction Trades Council ("BCTC") and the Affiliated Unions which sign this Agreement ("Unions"). The PLA will govern the relationship between the Construction Manager, general contractors, subcontractors and the Unions with respect to the renovation of MADISON SQUARE GARDEN ARENA, hereinafter referred to as the "Project".

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 Unions, are referred to singularly and collectively as "The Unions"; where specific reference is made to "The Unions" that phrase is sometimes used to denote a particular union 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 Adjustment Addendum, referred to below, are approved and signed by the BCTC, and the Agreement and/or Trade Adjustment Addendum are approved and signed by the Unions and (2) the Agreement is approved and signed by the Construction Manager;

and (3) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO ("BCTD").

SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

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

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the Collective Bargaining Agreements of the Unions collectively referred to as "Schedule A Agreements", and the shift/overtime/premium pay adjustments agreed to by individual Unions set out in the attached "Trade Adjustment Addendum" attached hereto as Schedule B; "Project Labor Agreement - Letter of Assent"; attached hereto as Exhibit C; and the "New York City Building and Construction Trades Council Standards of Excellence", attached hereto as Exhibit D represent the complete understanding of all parties. The Schedule A Agreements referred to in this PLA are those agreements negotiated by the Unions with their respective employer associations and employers without modification by the 2009-2010 BCTC/BTEA Economic Recovery PLA ("ERPLA") and without modification by Memorandums of Understanding regarding any other market recovery rates or conditions that may have been negotiated in response to the current economic downturn.

Madison Square Garden PLA

Where there are conflicts between and among this Agreement, the Schedule A Agreements, and the Schedule B Trade Adjustment Addendum, this Agreement (as it may be modified or supplemented by the Trade Adjustment Addendum) 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 Trade Adjustment Addendum are silent on a subject, the Schedule A 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. The Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the BCTC and 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 a 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, 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 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 for the renovation and rehabilitation of Madison Square Garden, to the extent the above-referenced 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:

Madison Square Garden PLA

- (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 Madison Square Garden, 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 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 Unions' Schedule A Agreements and in accordance with the procedures set forth in those agreements. In the event that an Union does not have a referral system or hiring hall, the current practice with respect to contractor hiring for that Union shall be observed. Notwithstanding this, Contractors shall have the sole right to reject for good cause any applicant referred by an Union.

B. In the event that a Union with a job referral system or hiring hall in its Schedule A Agreement is unable to fill any request for qualified employees within a 48-hour period after such request by a Contractor, a Contractor may employ qualified applicants from any other available source, upon notification to the affected Union. In the event that the Union does not have a job referral system, the Contractor shall follow the current practice and give the Union first preference to refer applicants if any such practice exists.

C. The Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor. The signatories to this Agreement support the development of increased numbers of skilled construction workers to meet the need of the Project and of the industry generally. Toward that end, the parties agree to

identify and promote through cooperative efforts, programs, procedures, and ways to assist interested local residents, including economically disadvantaged residents, in pursuing careers in the construction industry through approved apprenticeship programs; and the parties further agree that any recognized job referral system shall give priority to qualified residents from the community, to the extent consistent with applicable law and rule or regulation of the Unions' respective referral systems. The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor under this Agreement.

SECTION 3. NON-DISCRIMINATION

The Unions represent that their respective 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.

In the event an Affiliated Union either fails, or is unable, to refer qualified minority or female applicants in percentages that satisfy affirmative action goals as set forth in applicable bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

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 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 un employees, the dues payment will be received by the 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 shall be referred and 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. UNION REPRESENTATIVE

Each 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 Union shall have the right to designate a journey person as a Steward and an alternate, and shall notify the Construction Manager and appropriate Contractor 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 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 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 Agreements, 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 therefor; the promotion, transfer, layoff of its employees or the discipline or discharge for just cause of its employees; the assignment (subject to provisions of the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") 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 related to Project Work. There shall be no lockouts at the Project by any Contractor or

the Construction Manager. Contractors and 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. . This provision shall not apply to work expressly excluded from this PLA, such as tenant work not within the scope of the Construction Manager's work.

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 Union has violated this Article, it will notify the Union involved advising of such fact, with copies of the notification to the BCTC. The 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 Union to immediately cease and desist from any violation of this Article. The BCTC shall not be liable for the unauthorized acts of an Union or its members. Similarly, an Union and its members will not be liable for any unauthorized acts of other Unions.

SECTION 4. EXPEDITED ARBITRATION

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

- (a) A party invoking this procedure shall notify [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 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 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 Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether a violation of Section 1, above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages 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 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 Unions to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and 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 Unions; (2) enhance safety awareness, cost effectiveness and productivity of

construction operations; and (3) discuss matters relating to staffing, scheduling, safety and productivity.

SECTION 2. COMPOSITION

The Labor Management Committee shall be established upon execution of this Agreement and shall be jointly chaired by a designee of the Construction Manager and the BCTC. It may include representatives of the Unions and Contractors involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed upon sub-committees.

SECTION 3. PRE-JOB CONFERENCES/JOB ASSIGNMENTS

All Project Work assignments shall be made by the Construction Manager and Contractors to Unions or to unions affiliated with the BCTD, pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee 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 Contractors and Unions, 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, each Contractor shall inform the Construction Manager of the identity of the Union or Building Trades Union to which it intends to assign work within the scope of its contract. The Construction Manager shall immediately forward those tentative assignments 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 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 New York Plan decisions recorded in the Handbook of the Building Trades Employers Association of the City of New York ("Green Book"). If, however, no Green Book decisions address the assignment of the particular work involved and the respective Unions are not in agreement on an appropriate assignment, 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, and a Union contests the Contractor's or Construction Manager's assignment, that 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 The Trade Adjustment Addendum, 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 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 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 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 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 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, Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and 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 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 shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to any and all Contractors and Unions performing work on the Project, and shall be used to resolve 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

Madison Square Garden PLA

Project and without implications as to any other Project, the New York Plan shall govern 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 and benefit rates for those classifications as specified in the Schedule A Agreements, as defined in Article II, Section 4 above and, 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 Agreements. 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.

Madison Square Garden PLA

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 Unions not striking over wage and Trust Fund delinquencies, the 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 to an alleged delinquent Contractor at the time of receipt of the notice, the amount the 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 Fund or 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 ("BTEA") until the resolution of the claim. If the Construction Manager fails to comply with this provision the affected 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. During the periods when MSG shall be shut down (at present, those periods are expected to be May through September 2011, 2012, and 2013, but could be contracted or extended by the Owner-Developer), the standard workweek shall be Monday through Sunday (7 days); and the standard work day shall be 8 hours per day, with some Unions working three shifts, and others two shifts if the affected union consents. Work after eight hours and on Saturdays, Sundays, and Holidays shall be governed by the Schedule A Agreements, unless specifically adjusted by a particular union in the Trade Adjustment Addendum.

B. Where they are working two shifts, Contractors may start the first shift between 6 A.M. and 8 A.M.; and the second shift between 4 P.M. and 6 P.M., or at such other times as agreed to by the affected union.

C. During all other times that Turner is performing Project Work, the standard work week shall be Monday through Friday (5 days), and the standard work day shall be eight hours per day. Contractors performing work at these times may start the work day between 6 A.M. and 8 A.M.; provided, however, if the Construction Manager is denied access to the Project site during the normal work day because of ongoing events at MSG, Contractors may schedule the first shift during "off hours" at Schedule A Agreement rates. Work after eight hours and on Saturdays, Sundays, and holidays shall be governed by the Schedule A Agreements.

SECTION 2. OVERTIME

Overtime shall be paid for hours outside the standard work week and work day in accordance with the applicable Schedule "A" collective bargaining agreements or pursuant to the Schedule B Trade Adjustment Addendum.

SECTION 3. SHIFTS

The Contractors may schedule three eight hour shifts, seven days a week, to be paid in accordance with the applicable Schedule A Agreements or pursuant to the Schedule B Trade Adjustment Addendum. Where the Trade Adjustment Addendum provides for either straight time or shift premiums for a particular group of employees, those employees working any shift Monday through Friday shall be given the right of first refusal for work performed on the weekends before any other employees are offered weekend work.

In the event a particular Contractor prefers to vary from a schedule of three eight hour shifts, the Contractor must obtain the consent of the appropriate Union and provide no less than five days notice of such request, unless otherwise agreed to by a Union.

ARTICLE XII - TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the Construction Manager. This shall include temporary services that would otherwise be required to monitor the heating, cooling and ventilation of the building; any existing systems used to heat, cool or ventilate the occupied building, shall be maintained and operated by MSG personnel. Temporary

service on new, replaced and/or refurbished systems installed as a part of the renovation and rehabilitation project, when requested, shall be provided by the employees represented by the appropriate Union subject to the New York Plan.

**ARTICLE XIII - 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 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 Unions.

ARTICLE XIV - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, 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 XV - 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 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 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 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 XVI - DURATION

SECTION 1. DURATION

This PLA shall apply to Project Work in the event the Construction Manager mobilizes prior to May 15, 2010 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 Schedule A Agreement after the start of the Project, such change shall be applicable to work on this Project. Unions reserve all their collective bargaining rights with respect to the negotiation of successor collective bargaining agreement. Contractors (including the Construction Manager) who are bound to a Schedule A Agreement shall remain bound to that Agreement(s) for the life of the Project Work.

ARTICLE XVII - 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,

Madison Square Garden PLA

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.

Madison Square Garden PLA

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

BY: _____
Gary La Barbera, President

Date: _____

**FOR Construction Manager
Turner Construction Company**

BY: _____
, Managing Member

Date: _____

AFFILIATES: See attached addendum for signatory affiliates

Madison Square Garden PLA

AFFILIATES:

Boiler Makers Local No. 5

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: _____

Madison Square Garden 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: _____

Plumbers No. 1

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: _____

Madison Square Garden PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

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

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

SCHEDULE "B"
Trade Adjustment Addendum

The parties to this Project Labor Agreement agree that this Trade Adjustment Addendum shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the 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 La Barbera, President

Date: _____

**FOR CONSTRUCTION MANAGER
Turner Construction Company**

By: _____
, (Managing Member)

Date: _____

Madison Square Garden PLA

**SCHEDULE B -- ADDENDUM
BLACKOUT PERIOD**

<u>Local/DC #</u>	<u>Shifts M-F*</u>	<u>Shifts Sat. & Sunday**</u>	<u>OT***</u>
Carpenters DC	3 eights at Straight Time	Sat: 3 eights at 1-1/2 Sun: all work double time	1-1/2
Mason Tenders DC	3 eights at Straight Time	All shifts at 1-1/2	1-1/2
Electricians Local 3	3 eights at Straight Time	CBA	CBA
Concrete Workers DC #16	3 eights at Straight Time	Sat: all shifts at 1-1/2 Sun: all work double time	1-1/2
Painters DC #9	3 eights at Straight Time	CBA	CBA
Heat & Frost Local 12	3 eights at Straight Time		1-1/2 (9 th hour); All other CBA

All shift work will be worked at CBA rates, unless otherwise indicated.

** All work that starts after or continues after 12 a.m. Saturday shall be paid as Saturday work; all work that starts after or continues after 12 a.m. Sunday shall be paid as Sunday work; all work up to 11:59:59 p.m. Friday shall be paid as Friday work; and all work after 11:59:59 p.m. on Sunday shall be paid as Monday work.

*** Overtime worked on Monday through Friday is at the particular union's CBA rate unless otherwise indicated; all work on Saturday/Sunday/Holidays (including overtime work) is at the particular union's CBA rate unless otherwise indicated.

Madison Square Garden PLA

Local/DC #	Shifts M-F*	Shifts Sat. & Sunday	OT***
Metal Lathers Local 46	3 eights Shift 1 - ST Shift 2 - 5% Shift 3 - 10%	CBA	CBA
Steamfitters Local 638	3 eights Shift 1 - ST Shift 2 - 10% Shift 3 - 15%	CBA	CBA
Plumbers Local 1	3 eights Shift 1 - ST Shift 2 - 10% Shift 3 - 15%	CBA	CBA
Tile, Marble, Terrazzo Local 7	3 eights Shift 1 - ST Shift 2 - 10% Shift 3 - 10%	CBA	CBA

All shift work will be worked at CBA rates, unless otherwise indicated.

** All work that starts after or continues after 12 a.m. Saturday shall be paid as Saturday work; all work that starts after or continues after 12 a.m. Sunday shall be paid as Sunday work; all work up to 11:59:59 p.m. Friday shall be paid as Friday work; and all work after 11:59:59 p.m. on Sunday shall be paid as Monday work.

***Overtime worked on Monday through Friday is at the particular union's CBA rate unless otherwise indicated; all work on Saturday/Sunday/Holidays (including overtime work) is at the particular union's CBA rate unless otherwise indicated.

Madison Square Garden PLA

<u>Local/DC #</u>	<u>Shifts M-F*</u>	<u>Shifts Sat. & Sunday</u>	<u>OT***</u>
Ironworkers Local 40	Where requested and agreed, 2 tens; at least 5 days notice; First 8 hours of each shift at straight time; after the first 8 hours, 1-1/2 on wages and benefits	Sat: all time at 1-1/2 Sun: all work double time	1-1/2 - Sunday double time

All shift work will be worked at CBA rates, unless otherwise indicated.

** All work that starts after or continues after 12 a.m. Saturday shall be paid as Saturday work; all work that starts after or continues after 12 a.m. Sunday shall be paid as Sunday work; all work up to 11:59:59 p.m. Friday shall be paid as Friday work; and all work after 11:59:59 p.m. on Sunday shall be paid as Monday work.

***Overtime worked on Monday through Friday is at the particular union's CBA rate unless otherwise indicated; all work on Saturday/Sunday/Holidays (including overtime work) is at the particular union's CBA rate unless otherwise indicated.

Madison Square Garden PLA

Local/DC #	Shifts M-F*	Shifts Sat. & Sunday	OT***
Ironworkers Local 580	3 eights: work 8 hours at straight time on all shifts; paid for 9 hours on shifts 2 and 3	CBA	CBA
Sheet Metal Workers Local 28	3 eights Shift 1 - ST Shift 2 - 5% Shift 3 - 10%		

All shift work will be worked at CBA rates, unless otherwise indicated.

** All work that starts after or continues after 12 a.m. Saturday shall be paid as Saturday work; all work that starts after or continues after 12 a.m. Sunday shall be paid as Sunday work; all work up to 11:59:59 p.m. Friday shall be paid as Friday work; and all work after 11:59:59 p.m. on Sunday shall be paid as Monday work.

*** Overtime worked on Monday through Friday is at the particular union's CBA rate unless otherwise indicated; all work on Saturday/Sunday/Holidays (including overtime work) is at the particular union's CBA rate unless otherwise indicated.

Madison Square Garden PLA

Local/DC.#	Shifts M-F*	Shifts Sat. & Sunday	OT****
Roofers Local 8	3 Eights at Straight Time	CBA	CBA
Cement Masons Local 780	3 Eights at Straight Time	CBA	CBA

All shift work will be worked at CBA rates, unless otherwise indicated.

** All work that starts after or continues after 12 a.m. Saturday shall be paid as Saturday work; all work that starts after or continues after 12 a.m. Sunday shall be paid as Sunday work; all work up to 11:59:59 p.m. Friday shall be paid as Friday work; and all work after 11:59:59 p.m. on Sunday shall be paid as Monday work.

***Overtime worked on Monday through Friday is at the particular union's CBA rate unless otherwise indicated; all work on Saturday/Sunday/Holidays (including overtime work) is at the particular union's CBA rate unless otherwise indicated.

Madison Square Garden PLA

SCHEDULE "C"

Madison Square Garden PLA

Project Labor Agreement - - Letter of Assent

Dear _____:

Construction Manager

The undersigned party confirms that it agrees to be a party to and be bound by the _____ 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 _____ and located at _____ (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 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)

Contractors State License # _____

Sworn to before me this _____ day of _____, 2010

Notary Public

Madison Square Garden 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 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 local unions acknowledge and adopt the following standards:

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

The Unions 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 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 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 Standard of Excellence.

KM&M
KAUFF MCGUIRE & MARGOLIS LLP

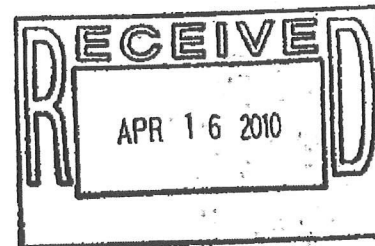
950 THIRD AVENUE · FOURTEENTH FLOOR
NEW YORK, N.Y. 10022

TELEPHONE (212) 644-1010
FACSIMILE (212) 644-1936

RAYMOND C. MCGUIRE
DIRECT DIAL: (212) 909-0711
DIRECT FAX: (212) 909-3511
MCGUIRE@KMM.COM

NEW YORK
LOS ANGELES
WWW.KMM.COM

April 14, 2010



BY HAND

Pat Di Filippo
Turner Construction Company
375 Hudson Street
New York, NY 10014-3658

Re: MSG - PLA
KM&M File No. 00800.8618

Dear Pat:

Here is the execution copy of the agreed-upon PLA for MSG. Please execute it on behalf of Turner and hand deliver it to Gary LaBarbera at Building & Construction Trades Council of Greater New York ("BCTC") for execution by the BCTC and individual unions.

Very truly yours,

DICTATED BUT NOT READ

Raymond G. McGuire

vh
Enclosures

P.S. I just heard from Carol that she will be sending a REVISED Schedule B Addendum this afternoon. I will e-mail it to you and you can get it to Gary for approval.

cc: Carol O'Rourke Pennington, Esq. (via e-mail; enclosures via U.S. mail)