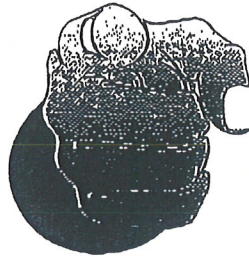


**BUILDING & CONSTRUCTION
TRADES COUNCIL
OF GREATER
NEW YORK**

**GARY LaBARBERA
PRESIDENT**



**IMPORTANT
NOTICE**

March 11, 2009

TO: EXECUTIVE BOARD MEMBERS

FROM: GARY LaBARBERA, PRESIDENT

RE: UNITED NATIONS PROJECT PLA

Enclosed is the final draft of the United Nations Project for your review and approval.

If you have any questions kindly contact my office.

Mar. 11. 2009 3:33PM

No. 0152 P. 2/55

Cover 1.

DRAFT MARCH 6, 2009 4pm

FINAL

**PROJECT LABOR AGREEMENT COVERING
THE UNITED NATIONS CAPITAL MASTER PLAN PROJECT
BY SKANSKA USA BUILDING INC.
AS CONSTRUCTION PROJECT MANAGER**

In New York, New York

MARCH __, 2009

DRAFT MARCH 6, 2009 4pm

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**PROJECT LABOR AGREEMENT COVERING
THE UNITED NATIONS CAPITAL MASTER PLAN PROJECT**

PREAMBLE

WHEREAS, Skanska USA Building, Inc., on behalf of itself, as Construction Project Manager ("CM"), and reflecting the objectives of the United Nations ("Owner"), desires to provide for the efficient, safe, quality, and timely renovations to the existing structures within the United Nations Complex, as well as the construction of a temporary conference building at the north end of the current United Nations campus, the replacement of deteriorated building components and systems, preservation of the architectural integrity and original design intent of the complex, enabling the complex to be operated in accordance with current standards of energy conservation, sustainability and efficiency, creation of a dignified and appropriate environment for the work of the Owner, all of the foregoing to be accomplished in a most cost-effective and efficient manner to afford the lowest reasonable costs to the Owner, and the least amount of interruption and disruption to the Owner's operations, and the interests it represents, and the advancement of public policy objectives. This work is referred to collectively as the United Nations CMP Project;

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

1. accommodating the United Nations' need to the fullest extent possible to continue to conduct its business while construction proceeds at the Project site;
2. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
3. standardizing the terms and conditions governing the employment of labor on the Project;
4. permitting wide flexibility in work scheduling and shift hours and times;

5. receiving negotiated adjustments as to the work rules and staffing requirements that might otherwise apply;
6. providing comprehensive and standardized mechanisms for the settlement of work disputes, including but not limited to, those relating to work jurisdiction;
7. ensuring a reliable source of skilled and experienced labor;
8. ensuring appropriate security precautions during the life of the Project;
9. furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
10. minimizing potential losses of revenues through timely completion of contracts; and
11. expediting the construction process and otherwise minimizing the inconveniences to the United Nations, the citizens of New York City, the Borough of Manhattan; the surrounding business entities, and the public.

WHEREAS, the Parties desire to maximize Project safety conditions for all those who work at the United Nations, workers on the Project, surrounding business entities and the public; and,

WHEREAS, the signatory unions desire the stability, security and work opportunities afforded by a PLA;

WHEREAS, the Parties desire to maximize Project Site safety conditions for both workers and the public;

NOW, THEREFORE, the Parties enter into this Agreement;

ARTICLE 1- PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between Skanska Building USA, and its successors and assigns on its own behalf as the CM for the United Nations Capital Master Plan Project and on behalf of all other contractors and subcontractors (hereinafter "Contractor") engaged in on-site Project Work, and by the Building and Construction Trades Council of Greater New York and Vicinity (hereinafter "Council") on behalf of itself and its

affiliates, and by the signatory Local Unions on behalf of themselves and their members. It is understood that if the CM is changed, the successor CM shall assume all terms and conditions of this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and the Council are referred to singularly and collectively as "Union(s)." Where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include all signatory contractors and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; the United Nations is referred to as the "Owner"; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project Work."

SECTION 2 - CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each and every of the following conditions are met: (1) the Agreement is signed by the Council, on behalf of itself, those affiliated local unions participating in this Agreement and their members having jurisdiction over the Project Work, (2) this Agreement is signed by the CM, and (3) the Agreement is approved by the Owner.

SECTION 3 - ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, the CM and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they award for performance during the term of this Agreement a requirement that their subcontractors of whatever tier become signatory and bound by this Agreement with respect to subcontracted Project Work performed within the scope of Article 3. This Agreement shall be administered by the CM on behalf of all contractors. Where signatory Contractors are unavailable to perform the specialty

construction work in a manner acceptable to the Owner and the CM, specialty contractors who are not signatory to a local collective bargaining agreement may sign the Letter of Assent to the Project Labor Agreement and perform the specialty construction work in question without becoming bound to the local collective bargaining agreements attached as Exhibit "A."

SECTION 4 - SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Exhibit A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Collective Bargaining Agreement(s) at Exhibit A, the provisions of this Agreement shall prevail. It is further understood that no contractor shall be required to sign any other agreement as a condition of performing work on this Project, except in the circumstances set forth in Article 11, Section 2(B) in which case a Contractor is required to sign an "Affidavit of Compliance with PLA." No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement or the Schedule A agreements shall be binding at or on this Project unless endorsed in writing by the CM. In the event of any conflict between this Agreement and a Schedule A agreement, the applicable terms of this Agreement shall govern.

SECTION 5 - LIABILITY

The liability of the CM, the liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The CM and any Contractor shall not be liable for any violation of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violation of this Agreement by any other Union.

SECTION 6 - THE OWNER

The Owner is not a party to this Agreement and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole

discretion of the Owner and of the CM in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Owner has sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project. It is further understood that the Owner shall have the right to access, use, or occupy any part of the Project that is completed or partly completed and to install equipment and furnishings therein. The Contractors, the Council and the Local Unions shall accommodate and cooperate with the Owner's use, occupancy and furnishing of these parts of the Project. CM shall turn the facility, system or space (including without limitation security and maintenance systems and new construction or renovations) over to the Owner upon the Owner's issuance to CM of a letter of acceptance of the facility, system or space. The Owner expects that all Project Work shall be performed consistently with the 10 Principles of Global Compact which obligations have been undertaken in Exhibit O to the underlying agreement between Owner and CM and which appear at Exhibit B hereto

SECTION 7 - AVAILABILITY & APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites, on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any union. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THIS AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article. The CM shall require in all bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement.

SECTION 1 – PROJECT WORK

This Agreement shall apply only to the following, on-site and off-site construction work performed at or for the United Nations campus located in New York City, New York, as further described in Exhibit C hereto and only to the extent that the work has been awarded by Owner to the CM. During the term of this Agreement, the work of the Project will include among other things the following components to the extent that these components have been contracted to CM to perform:

1. extensive asbestos abatement and selective demolition of various existing United Nations buildings, including utility substations both above and under the ground;
2. excavation and construction of building foundations, including steel erection, fire proofing, roofing (new and repaired);
3. upgrading and/or replacement of all electrical, communications, satellite and data systems, including installation and testing of the systems but not including operation and control of the systems after testing is complete, regardless of voltage;
4. upgrade and/or replacement of all heating, ventilation and air conditioning systems;
5. upgrade and/or replacement of the broadcast facility;
6. extensive architectural upgrades;
7. upgrade and/or replacement of existing infrastructure;
8. site work including soil remediation and removal of underground oil, landscaping, and hardscaping;
9. concrete placement;
10. installation of new curtain walls;
11. construction of maintenance structures;
12. inspection of all work with the exception of inspection of all work contracted for by the Owner and not CM;
13. renovation and fit-out of existing campus structures, and temporary offices throughout the city including swing space as defined below;
14. moving and long-term safe storage of sculptures and art work; and
15. adjacent site work, roadwork and utility work, maintenance and improvements to pedestrian and vehicle egress areas, security check points and emergency parking.

"On-site" construction and repair work in connection with the above United Nations CMP Project shall include Project Work performed at preparation and staging areas located within the Project site. This Agreement does not apply to any activities related to the Owner's temporary or permanent occupancy and operation of the current, renovated or newly constructed United Nations facilities or any of the facilities covered by this Agreement in its capacity as Owner ("Owner Operation"). "Swing space" shall mean for purposes of this Agreement any space or facility which is leased and occupied by the Owner as a result of its vacating a current Owner facility in order to permit the construction and renovation contemplated under this Agreement and which Owner plans to vacate once the Project is complete, and includes office space at 305 East 46th Street (17 floors), at 380 Madison Avenue, both in Manhattan, and at Court Square Place, 24-01 44th Road, in Long Island City, and includes other Owner-leased space that Owner requests that CM refurbish for temporary occupancy by the Owner during the term of the Project that is related to the Project. The parties to this Agreement understand and acknowledge that many systems already in place at the Project Site (including without limitation electrical, emergency power generation, automated building management, fire and HVAC systems) may serve at least two purposes during the life of this Project: supporting the UN's on-going operations, and supporting the construction and renovation activities contemplated by this Agreement. The parties agree that each system is covered by this Agreement only to the extent and for the time that the system directly supports the construction and renovation activities contemplated by this Agreement.

SECTION 2 - TIME LIMITATIONS

This Agreement shall be further limited to Project Work performed under Owner and CM construction contracts awarded after the effective date of this Agreement and performed prior to the termination date of this Agreement.

SECTION 3 - EXCLUDED EMPLOYEES

Except as provided for expressly in Article 6, Section 2 of this Agreement, the following persons are not subject to the provisions of this Agreement, even though performing Project Work:

1. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Exhibit A Collective Bargaining Agreement), engineers, professional engineers, licensed architects, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;
2. Employees or workers of the Owner even though working on the Project site while Project work is under way;
3. Employees, workers and entities engaged in off-Project site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix concrete, asphalt, and sub-base stone/gravel materials which are covered by this Agreement;
4. Persons engaged in the delivery of Owner-furnished equipment, which Owner either owns or purchases, to the Project Site or to any off-site warehouse maintained by Owner;
5. Employees or workers of the CM or contractors excepting those performing manual, on-site construction labor who will be covered by this Agreement;
6. Employees or workers of non-contractors engaged in on-site equipment and systems warranty work relating to a system or equipment that either (a) is not awarded to the CM by the Owner for installation at the Project Site or (b) has been accepted by the Owner as substantially complete. However, this exclusion shall not apply to on-site equipment and systems warranty work if the system or equipment has not yet been accepted by the Owner, and a member of a signatory union having jurisdiction over the work in question is available on the Project Site to do the work and is qualified immediately to perform the work and is acceptable to the system or equipment manufacturer without jeopardizing the effectiveness or duration of the warranty in question;
7. Employees or workers engaged specifically by either the Owner or by a vendor engaged by the Owner to perform laboratory or specialty testing or inspections whether on or off-

- Project site pursuant to a professional services agreement between the Owner, and any of the Owner's other professional consultants including persons who are engaged in testing or commissioning any system at any stage of the installation;
8. Employees or workers engaged in work ancillary to Project Work performed by electric utilities, gas utilities, water utilities, telephone companies, and companies performing rail related services who are not signatories to this Agreement, provided however that telephone carriers will limit their work up to a demarcation point within the buildings predetermined by the Owner. Generally, the demarcation points for telephone carriers will be the telephone closet or similar point from which telephone service is distributed throughout the building;
 9. Employees or workers engaged in work ancillary to Project work in the areas of communication systems, technology installation and equipment installation after the Project has reached substantial completion, as this term is defined in the Project Specifications. (For the purpose of this paragraph 9, "substantial completion" is defined as the stage of construction at which CM determines in its sole discretion the Owner can occupy and operate the renovated space for its intended use). All work performed for these systems and associated products, materials and equipment prior to substantial completion shall be performed by the signatories to this Agreement, except to the extent that this work is excluded from this Agreement by operation of (i) paragraph 3 above of this Section 3, (ii) Section 6 of Article 2, or (iii) Section 8 of Article 16;
 10. Employees or workers of any entity who are engaged specifically by either the Owner or by a vendor engaged by the Owner for the movement and the long-term storage and protection of sculpture or other art works, furniture or furnishings, or preparing sculpture or other art works, furniture or furnishings to be moved, into or out of existing or planned facilities at the Project, regardless of the nature or type of equipment or machinery used to perform this work;
 11. Employees of "Artisans" shall be individuals or entities whom Owner may (or may not) employ directly to create unique, one-of-a-kind decorative elements, including architectural finishes, for incorporation into the building. The design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the

field and can only be performed by that individual or entity. The duties of Artisans shall be to direct trades people, as well as provide assistance in the unloading, assembly, installation, and distribution of unique, one-of-a-kind decorative elements as defined above. Artisans shall perform all design, illustration, and detailing work and all final adjustments, finishing touches, and final painting of such one-of-a-kind decorative elements;

12. Employees or workers of any entity who are engaged in the final cleaning and housekeeping of all space at the Project just prior to occupancy by the Owner. This provision is intended to apply to workers performing the final cleaning and housekeeping that occurs after the clean-up required by the construction and renovation activities contemplated by this Agreement;
13. Employees of tenants engaged in the unloading and stocking of tenants' stores with the merchandise and products to be sold by the tenant and management, maintenance of the tenant's leased space and operation, and assembly or installation of freestanding merchandising fixtures, furniture or equipment in the tenant space, regardless of whether the tenant has taken or assumed possession of the tenant space under its lease, but excluding the unloading and delivery of furniture, fixtures or equipment into the tenant space and excluding the installation of rack systems permanently affixed to the wall and the initial setup of the bases of free-standing merchandise fixtures. If, however, the unloading, stocking, maintenance, assembly or installation work has been awarded to CM, then this work shall be performed under this Agreement;
14. Employees or workers of any entity who are engaged in operation of building equipment and machinery that are not used in constructing the facilities and are owned or controlled and/or operated by Owner, its architect, engineers and/or its testing inspection firms;
15. Employees or workers of any entity who are engaged in the off-site maintenance of leased equipment or the on-site maintenance of Owner-leased or Owner-owned equipment;
16. Employees or workers of any entity who are engaged in geophysical testing (whether land or water) other than boring for core samples; and

17. Employees or workers of any entity who are engaged in work of any kind on the Project site after this Agreement terminates.

SECTION 4 - NON-APPLICATION TO CERTAIN ENTITIES

This Agreement, and the local collective bargaining agreements appended hereto as Exhibit A, shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which does not perform work at this Project or of the CM. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the CM and/or any Contractor or subcontractor. The Agreement shall further not apply to the Owner, any agency or subdivision of the Owner, or any federal, state or city agency, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees or any other state agency or entity and its employees from performing on- or off-Project site work related to the Project. As the contracts which comprise the Project Work are completed and accepted, the Agreement shall have no further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the CM for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1- PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project Work as set forth in Exhibit C and as is within the scope of this Agreement as defined in Article 3.

SECTION 2 - UNION REFERRAL

The Contractors agree to hire craft employees covered by this Agreement through the job referral system and hiring halls established in the Local Union's area Collective Bargaining Agreements (attached as Exhibit A to this Agreement). Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; to determine the number of employees

required; to select the employees to be laid off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Exhibit A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired within its jurisdiction from any source other than referral by the Union.

SECTION 3 - NON-DISCRIMINATION IN REFERRALS

The Council and Local Unions represent that their hiring halls and referral systems will 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 regardless of race, creed, color, national origin, marital status, sex or age. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4- MINORITY AND FEMALE REFERRALS

The CM, Contractors and the Local Unions agree with and support the importance Owner places on having and maintaining a diverse workforce at the Project Site. The Local Unions will make good faith efforts to respond positively to Contractor requests for minority, women or economically disadvantaged referrals to meet the Owner's or the CM's commitments. These commitments are set forth in detail at Exhibit D hereto.

SECTION 5 - CROSS AND QUALIFIED REFERRALS

The Local Union shall not knowingly refer to a Contractor any employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6 - UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Exhibit 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 Local Union that is a signatory to this Agreement and represents the craft in which the employee is performing Project Work. No employee shall be discriminated against at the Project 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 Unions as an agency shop fee.

SECTION 7 - CRAFT FOREPERSONS AND GENERAL FOREPERSONS

1. The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Exhibit A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.
2. There will be no non-productive employees assigned to Project Work under this PLA.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1- LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to CM and Contractor involved) one representative, and/or the Business Manager of the Local Union, who shall be afforded access to the Project, provided they do not interfere with the work of employees and further provided that such representatives shall fully comply with the safety rules of the Project Site.

SECTION 2 - STEWARDS

1. Each Local Union shall have the right to designate one working journey person as a Steward and an alternate, and shall notify the Contractor and the CM of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall exercise no supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project Site.
2. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned exclusively with the employees of the Steward's Contractor, and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor, subcontractor or the Owner. The Contractor will not discriminate against the Steward in the proper performance of Union duties.
3. The Stewards shall have no right to determine when overtime shall be worked, or who shall work overtime except pursuant to an Exhibit A provision providing procedures for the equitable distribution of overtime.
4. Stewards shall assist in implementing this Agreement in the spirit of labor management cooperation.

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. If a Steward is protected against layoff by Exhibit A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1- RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and the Exhibit A collective bargaining 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 their qualifications therefore; the promotion, transfer, and layoff of their employees; the discipline or discharge for just cause of their employees; the assignment and schedule of work; the promulgation of reasonable work rules that are not inconsistent with this Agreement; and the requirement, timing and number of employees to be used for overtime work. No rules, customs, or practices that limit or restrict the productivity or efficiency of the workforce, cost efficiency of any individual employee, and/or an employee's joint working efforts with other employees, as exclusively determined by the CM, a Contractor or its Subcontractors, shall be permitted or observed.

SECTION 2 - MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restrictions upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools or other labor-saving devices; provided, however, that all rebar for use in cast-in-place on site construction will be cut and bent in accordance with local industry practice; all drafting, fabrication of heating, cooling, ventilation or exhaust duct systems and

mechanical insulation shall be done in accordance with local industry practice; and all fabrication and installation of elevator cars and rails shall be done in accordance with local industry practice and further provided that any equipment or component that is manufactured to standards other than UL or other applicable U.S. standard may be used and installed subject to the Owner's satisfaction. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate in the check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor or the CM, but not to the exclusion of the craft having jurisdiction over the work. There shall be no restrictions as to work that is performed off-site for the Project.

SECTION 3 – BADGING; BACKGROUND CHECKS; DUTY TO NOTIFY OF CRIMINAL CHARGES

- a. All employees and workers shall access the primary UN Project Site (located on First Avenue) using a single construction gate. The CM and the Contractors will implement a comprehensive security, badging and access system to control worker access to the Project Work site.
- b. The CM and the Contractors will implement a criminal background check procedure for all workers at the Project site and the Unions shall cooperate fully with this process by providing to the CM or to the CM's designated security contractor, no later than three full business days (72 hours), where practicable, before the worker is scheduled to be assigned to the Project Site, in writing all information requested in the form that has been agreed to by the parties for this purpose, including the name, Social Security number, copy of a valid driver's license or government-issued photo ID card that includes the worker's date of birth, and current residence address of the worker. No worker shall be permitted access to the Project site until and unless he/she passes the background check approved for this Project and completes a background questionnaire to the satisfaction of the Owner.
- c. The Contractor is responsible for notifying the CM within one business day of any criminal charge other than a minor traffic offense brought against any employee or worker whom Contractor has assigned to Project Work under this PLA and the Local Unions shall cooperate fully with this process.

d. The Contractor is responsible for providing updated information in this regard and the Local Unions shall cooperate fully with these processes.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1 - NO STRIKES - NO LOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, non-performance or other disruptive activity at the Project for any reason by any Union or employee against any contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the CM's or the Owner's operations. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at the Project Site is a violation of this Article. For purposes of this Article and Article 10 of this Agreement, "Project Site" shall include (a) all areas immediately adjacent to the United Nations campus, (b) any location on First Avenue between 42nd and 48th Streets inclusive, in Manhattan, New York and (c) all office space locations to be occupied by the Owner at 305 East 46th Street (17 floors), at 380 Madison Avenue, both in Manhattan, and Court Square Place, 24-01 44th Road, in Long Island City, and any other Owner-leased space that Owner requests that CM refurbish at a future date that is related to the Project. There shall be no lockout at the Project by any signatory contractor. The CM may stop work on or shut down the Project Site for valid legal or business reasons unrelated to a labor dispute but will make efforts to provide advance notice of a stoppage of work or shutdown. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction at the Project, and ensure the free flow of

vehicular or pedestrian traffic within, into and out of the Project Site, for the duration of this Agreement. No jurisdictional dispute shall excuse or justify a violation of this provision.

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 under this Agreement for a period of 100 days.

SECTION 3 - NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved of such fact, with copies of the notice to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the CM to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4 - EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may use 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 Eric Schmertz and Gary Kendellen who shall alternate (beginning with Arbitrator Kendellen) 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 Council.

- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the CM, 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 to the Council required by Section 3, above.

- 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, CM and Local Union involved. The hearing may be held on any normal business weekday. Generally, the parties will exert best efforts to complete the hearing in one session, which generally shall not exceed 8 hours' duration (generally no 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 or power to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within three 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. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the CM.

- 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 decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations and the Arbitrator shall be borne equally by the involved Contractor and Local Union.
- h. In any proceeding arising under this Article, the CM shall be a party in interest with full right of participation at its option and shall be sent contemporaneous copies of all notifications required to be given under this Article.

SECTION 5 - ARBITRATION OF DISCHARGES FOR VIOLATION OF SECTION 1

Procedures contained in Article 9 shall not apply to any alleged violation of this Article, with the single exception that an employee discharged for a violation of Section 1, above, may have recourse to the procedures of Article 9 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 or nullifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1 - SUBJECTS

The Project Labor Management 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; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations;

and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project.

SECTION 2 - COMPOSITION

The Committee shall be jointly chaired by designees of the Council, and Executive Manager/ Vice President of the CM. The Council and the CM may each designate two representatives to the Committee. The Council and the CM may designate additional representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed subcommittees.

ARTICLE 9 - GRIEVANCE & 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 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure and steps described below, provided in all cases that the question, dispute or claim must arise 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 Local Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the CM. 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 Local 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 written copies 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 Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the CM (or designee) as creating a precedent.

- (b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory 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 Local Union, together with representatives of the involved Contractor, Council and the CM (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:

- (a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the CM or designee) to Eric Schmertz and Gary Kendellen who shall act, alternately (beginning with Arbitrator Kendellen), 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, Local Union and employees and the fees and expenses of such arbitrations and the Arbitrator shall be borne equally by the involved Contractor and Local 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 CM (or designee), involved Contractor and involved Local 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.
- (c) Hearings shall be held at the jobsite, in the New York City offices of the CM or of the Council, or at the New York City offices of the American Arbitration Association, as directed by the Arbitrator.
- (d) Nothing herein or relating to this Agreement or this Article shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations including its subsidiary organs.

SECTION 2 - LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the CM and the involved Contractor or Local Union.

SECTION 3 - PARTICIPATION BY CONSTRUCTION PROJECT MANAGER

The CM (or such other designee of the Owner) 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 3 Arbitration.

ARTICLE 10 - 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 Project Work.

SECTION 1- NO DISRUPTIONS

There will be no strikes, parades, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, non-performance or other disruptive activity of any kind at the Project Site arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2 - ASSIGNMENT

All Project construction work assignments shall be made by the CM and/or Contractor or Subcontractor pursuant to the New York Plan, its policies, procedures, decisions and awards. To the extent possible, CM shall schedule pre-job conferences with the affected unions.

SECTION 3 - NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Project Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strikes, parades, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, non-performance or other disruptive activity of any kind at the Project Site in protest of any such award. Nothing relating to this Agreement or this Article shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations including its subsidiary organs.

ARTICLE II- WAGES AND BENEFITS

SECTION 1 - CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during this Agreement.

SECTION 2 - EMPLOYEE BENEFITS

- A. The Contractors agree to pay promptly contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated in the attached Schedules A (in the appropriate Schedule A amounts).
- B. The Contractor agrees to be bound by the written terms of the legally-established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments. Any Contractor performing Project Work that is not signatory to the relevant underlying collective bargaining agreement annexed in Exhibit A, will be required to sign and file with the CM, with a copy to the appropriate Local Union, an "Affidavit of Compliance with the PLA" in the form described at Exhibit G hereto so that such Affidavit may be filed with the Local Union and its related Trust funds.
- C. It is agreed that in return for the Local Unions' not striking over alleged benefit fund delinquencies for work performed on this project, the CM agrees to withhold from outstanding monies due an allegedly delinquent Contractor/subcontractor, upon 15 days' written notice to the CM from the respective benefit fund administrator or any Local Union, the amount claimed for work performed on Project Work.
- D. If an amount claimed to be owed is disputed by the Contractor, this dispute shall be resolved, at the option of the fund or Local Union, pursuant to the expedited procedures of the Arbitration provisions set forth herein in Article 7, Section 4. Upon fully implementing the arbitrator's award, the CM shall be discharged of any further duty under this Agreement with respect to the dispute and any retained funds. The above provision is not to be construed as creating a debt or any other liability on the part of the CM to the Union or any Fund for any delinquent contributions payable by the defaulting Contractor or subcontractor, unless the CM fails to comply with its obligations under

subparagraph (C) of this Section, provided in all events that at each step CM receives timely notice.

- E. The cost of the arbitration shall be borne by the Contractor. It is recognized that the unions and the fringe benefit funds may use all contractual rights under their respective Collective Bargaining Agreements and/or trust documents, except to the extent that such rights are inconsistent with Article 7, Section 1 or any other express provision of this Agreement.

**ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS SHIFTS
AND HOLIDAYS**

SECTION 1 - WORK WEEK AND WORK DAY

- (a) The standard work week shall consist of 40 hours of work, Monday through Friday, eight hours per day at straight time rates.
- (b) In accordance with Project Work needs, the day shift shall commence between the hours of 6am and 8am and shall end between the hours of 2:30pm and 4:30pm as determined by the CM.
- (c) Starting and quitting times shall occur at the staging areas as may be designated by the CM.

SECTION 2 - OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in Paragraph A above, shall be paid in accordance with the applicable Exhibit A. There will be no restriction upon the CM's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime pay under any circumstances. The CM shall have the rights to schedule work so as to minimize overtime and to schedule overtime as to some, but not all of the crafts, and to determine whether overtime shall be of a continuous nature.

SECTION 3 - SHIFTS

- A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with the UN's operations. It is not necessary to work a day shift in order to schedule a second or third shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the CM, and must be scheduled with not less than five work days' notice to the Local Union.
- B. Second/Shift - The second shift, if any, (starting between 3 p.m. and 8 p.m.) shall be governed by the applicable Exhibit A.

SECTION 4 - PLANNED AND UNPLANNED SITE SHUTDOWNS; HOLIDAYS

- A. The Owner reserves the right to suspend all Project Work in the event of meetings of the UN General Assembly, UN visits by heads of state, heightened security alerts, key road closures, and other periods of restricted access to the Site. During these and similar periods CM reserves the right to schedule no work and there shall be no pay for time not actually worked.
- B. Holiday Schedule - There shall be eight recognized holidays on the Project and no others:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday and those holidays which occur on Saturday shall be observed on the previous Friday. The Labor

Management Committee may consider the addition of the day after Thanksgiving as a holiday and the terms upon which it may be recognized.

- C. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Exhibit A.
- D. Exclusivity - No holidays other than those listed in Paragraph 4 (B) above shall be recognized or observed.

SECTION 5 - REPORTING PAY

- A. Employees who report to the work location pursuant to the regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Exhibit A.
- B. When an employee, who has completed his/her scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Exhibit A, at the employee's straight time and one half of the employees straight time rate for hours worked.
- C. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he or she shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article, there shall be no premiums, bonuses, hazardous duty, high time or other special payment of any kind for any work or services performed on this Project.
- E. There shall be no pay for time not actually worked except as specifically set forth in this Article.

SECTION 6 - EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for

time worked as per their respective collective bargaining agreements; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 7 - INJURY-DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that one day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 8 - TIME KEEPING

A Contractor may use brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 9 - MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Exhibit A.

SECTION 10- BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

ARTICLE 13 - APPRENTICES

enforced on the Project and the employees and Unions agree to cooperate fully with these efforts. Each Contractor will ensure that applicable federal OSHA requirements are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves, other persons working on the Project Site and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2- CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the CM for this Project. Upon notice, employees assigned to Project Work shall attend safety and security briefings. Any employee or worker who is observed to be performing any activity on the Project Site in an unsafe manner will be required to attend the CM's approved safety training program, and the Local Unions will cooperate with this process. Referral to CM's approved safety program is a non-disciplinary action and reinforces with an employee who has performed an unsafe act the urgency for safety on the Project Site. Such rules will be published and posted in conspicuous places throughout the Project Site. Every employee who disregards or violates any safety, security, or visitor rule will be subject to discharge. [PLACE HOLDER-- In exchange for deleting the Skanska/UN Safety Manual from this Agreement and applying OSHA Sub Part R (fall protection and tie-offs) to the Iron Workers on this Project, the Council will schedule a meeting for Skanska to present to representatives of the Iron Workers the benefits of compliance with Skanska's Safety Program. See 8/22/08 Letter from P.W. McGovern to C.O. Pennington.]

SECTION 3- INSPECTIONS

The Contractors and the CM retain the right to inspect incoming shipments of equipment,

apparatus, machinery, and construction materials of every kind.

SECTION 4- SUBSTANCE ABUSE PREVENTION; FIREARMS PROHIBITION

The Project Site is a Drug-Free Workplace. The use, consumption, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms during working hours or while on the Project Site, and reporting for work under the influence of a controlled substance or alcohol are prohibited.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1- COOPERATIVE EFFORTS

- A. 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, age or marital status in any manner that is prohibited by United States or New York state law or regulation. This provision shall not apply with respect to sex or age where either is a bona fide occupational qualification; nor shall it apply with respect to age where a bona fide retirement plan prevents employment of persons above a stated age or where there is a statutory requirement imposing age limitations. All Contractors will take such actions as are necessary to ensure that employees and applicants for employment are treated without regard to their race, creed, color, national origin, marital status, sex or age and in compliance with the Ten Principles U.N. Global Compact reprinted at Article 2 above and incorporated herein by reference.
- B. It is recognized that programs have been established and will be maintained by the Councils and the Local Unions for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. These programs include Construction Skills 2000, Helmets to Hard Hats, and the Mayor's Commission on Construction.
- C. All Contractors shall employ at the Project Site unionized crafts having jurisdiction under local rules.

- D. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.
- E. All Contractors will, in all solicitations or advertisements for employees to be placed at the Project Site shall state that all qualified applicants will be considered for employment without regard to race, creed, color, national origin, marital status, sex or age.

SECTION 2 - LANGUAGE OF AGREEMENT

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

ARTICLE 16 - GENERAL TERMS

SECTION 1- PROJECT RULES

The CM and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of the work. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate local union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee who is disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2 – SECURITY RULES; ACCESS THROUGH MAIN GATE

- 1. The Project shall have one main construction gate entrance which will initially be at 47th Street and will ultimately be located at the southeast side of the facility, at the gated area off of 42nd Street. All access to the main Project Site shall be through the main

construction gate.

SECTION 3 - TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdictions.

SECTION 4 - SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 5 - TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 6 - FULL WORK DAY

Employees shall be at their staging area within the Project Site at the starting time established by CM in consultation with the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 7 - COOPERATION AND WAIVER

The Council, on its own behalf and on behalf of its affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or consent to modify the prevailing wage schedules applicable to work not covered by this Agreement.

SECTION 8 - OFF-SITE FABRICATION OF MATERIALS

Notwithstanding the provisions of Article 6, Section 2, nothing in this Agreement shall bar the use or installation at the Project Site of the following units that were fabricated off-site:

- Any equipment or component that is manufactured to standards other than UL or other applicable U.S. standard, subject to the Owner's satisfaction.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1- SEPARABILITY OF 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, or if such application may cause the loss of Project funding for all or any part of the Project, 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, unless the part or parts so found to be in violation of law are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event 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 - SEPARABILITY OF THE BID SPECIFICATIONS

In the event that the Owner's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, is otherwise determined to be in violation of law, or may cause the loss of funding for all or any part of the Project, such requirement (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 Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in

construction only where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court order or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3 - NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the CM, any signatory Contractors nor any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4 - NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18 - FUTURE CHANGES IN EXHIBIT A AREA CONTRACTS; EFFECT OF ECONOMIC CRISIS PROJECT LABOR AGREEMENT

SECTION 1- CHANGES TO AREA CONTRACTS

Exhibit A to this Agreement shall continue in full force and effect until the Contractors, and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Exhibit A notify the CM in writing of the hourly rate changes agreed to in the area collective bargaining agreements, which are applicable to the Project, and their effective dates.

SECTION 2 - LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, parades, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, non-performance or other disruptive

SECTION 1- RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities and women, and disadvantaged non-minority males, contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may use apprentices to the maximum extent allowable by law. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Exhibit A, and in compliance with "The Mayors Commission on Construction."

SECTION 2 - DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with the Owner, CM and/or Contractors to assist minorities and women and economically disadvantaged individuals in the opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The parties may use Construction Skills 2000, Non-Traditional Employment for Women and Helmets to Hardhats as a means to recruit individuals for placement into the apprentice programs for the Local Unions. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals from the geographic area of the project to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSONS AND PROPERTY

SECTION 1- SAFETY REQUIREMENTS AND SAFETY PROGRAM

The Contractors, the Council and the Local Unions acknowledge that the CM has submitted to the Owner, and the Owner has approved, a Safety Program for the Project and that the CM will monitor and measure compliance by the Contractors and their employees and workers with the Safety Program, report deficiencies and direct remedial action. Each Contractor will ensure that applicable OSHA and CM safety standards and requirements are at all times maintained and

activity of any kind at the Project Site or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

SECTION 3 – ECONOMIC CRISIS PROJECT LABOR AGREEMENT

As of the signing of this Agreement, the Council and its affiliates are discussing a Project Labor Agreement commonly known as the Economic Crisis Project Labor Agreement (“EC-PLA”), which is contemplated as an emergency agreement to respond to the economic crisis facing the City’s construction industry. If the CM can establish that the UN Project defined herein is at risk of being cancelled for an economic reason, the CM shall have the right at any time after the effective date of the EC-PLA to apply to the appropriate authority designated by the EC-PLA to have the EC-PLA apply in accordance with the application process and criteria established for the EC-PLA to the Construction Work on the Project Site to the fullest extent permissible under the EC-PLA. The Council further agrees that it shall take no action to prevent the CM from having an equal right to apply to the designated authority for application of the EC-PLA to the Construction Work, notwithstanding the fact this Agreement may be executed before the ECPLA is executed. In the event that the CM makes application for the EC-PLA to apply to any Construction Work covered by this Agreement and such application is granted, then the terms and conditions of this Agreement shall be deemed modified and amended to incorporate the EC-PLA terms and conditions that are awarded and CM shall apply the EC-PLA to the Construction Work covered by this Agreement.

ARTICLE 19 – WORKERS’ COMPENSATION ADR

SECTION 1 - ADR

The CM and the Contractors will investigate the feasibility of using a Workers’ Compensation ADR program under Section 25 (2-C) of the New York Workers Compensation Law, to be used in conjunction with a Contractor Controlled Insurance Program (“CCIP”) for work on the Project.

The CM and the Contractors agree that it will bargain with the Union over inclusion of a pilot Workers' Compensation ADR program for use under a CCIP. This bargaining will include negotiations concerning the pilot program site, the availability of an ADR carrier with the necessary waivers or exemptions under the statute for the particular pilot program site, and other terms and conditions for such an ADR program. All Subcontractors will be required to participate in any resulting program as determined by the CM and the Contractors. In the event the pilot ADR program is successful and demonstrates meaningful savings for the CM, the Contractors and the Owner, the parties will negotiate regarding an ADR program on a Project-wide basis. Notwithstanding the status of any of these negotiations, the remainder of this Agreement will remain in full force and effect.

ARTICLE 20 – MISCELLANEOUS

SECTION 1- NOTICES

Any notice, request, demand, instruction, or other document to be given or served will be in writing and will be delivered personally with a receipt requested thereof or by fax or sent by Federal Express at the respective addresses set forth below:

To the CM:

Mr. Daniel Kolakowski, Senior Vice President
Skanska USA Building Inc.
United Nations
Capital Master Plan, Room L-1B-100
New York, NY 10117

To the Council:

Mr. Gary Labarbera, President
Building and Construction Trades Council of
Greater New York and Vicinity
71 West 23rd Street, Suite 501-03
New York, New York 10010

SECTION 2- AMENDMENTS

Amendments to this Agreement which may be required for operational efficiency or implementation consistency, may be established by mutual agreement of the parties to this Agreement.

SECTION 3- GOVERNING LAW

This Agreement will be governed by the laws of the United States and of the State of New York except to the extent that such law is inconsistent with the privileges and immunities of the United Nations. Nothing herein or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations including its subsidiary organs.

SECTION 4 - DURATION OF AGREEMENT

This Agreement will remain in effect until the Owner's final acceptance of the Project Work.

SECTION 5 - COUNTERPARTS.

This Agreement may be executed by facsimile and/or in one or more counterparts, and by the parties and Local Union signatories hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

INDEX TO ATTACHMENTS

Exhibit "A" Collective Bargaining Agreements of all signatory Local Unions.

Exhibit "B" lists the 10 Principles of the UN's Global Compact.

Exhibit "C" outlines the Project boundaries and Project scope to which this Agreement applies.

Exhibit "D" consists of the Joint Commitments to Diversity in the UN Workplace.

Exhibit "E", sets forth the Contractor Letter of Assent which is to be signed by all Contractors and Subcontractors who are signatory to a Local Union Agreement.

Exhibit "F" sets forth the Affidavit of Compliance with PLA which is to be signed by all Contractors and Subcontractors who are not signatories to a Local Union Agreement..

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as the _____ day of _____ 2009.

**FOR CONSTRUCTION PROJECT MANAGER
SKANSKA USA BUILDING INC.**

BY _____ DATE: _____
Daniel Kolakowski, Sr. Vice President

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

BY: _____ DATE: _____
Gary Labarbera
President

EXHIBIT A will include the following Local Union Collective Bargaining Agreements:

- Asbestos and Lead Workers - Local 78
- Bollermakers - Local 5
- NYC District Council of Carpenters
- Carpenters Local No. 20
- Carpenters Local No. 45
- Carpenters Local No. 608 & 608 North
- Carpenters Local No. 926
- Drywall Tapers Local 1974
- Cement Masons Local 780
- Concrete Workers Dist. Council No. 16
- Cement and Concrete Workers No. 6-A
- Cement and Concrete Workers No. 18-A
- Cement and Concrete Workers No. 20
- Derrickmen and Riggers - Local 197
- Painters DC 9
- Painters Structural Steel Local No. 806
- Carpenters Resilient Floor Coverers - Local 2287
- Roofers, Waterproofers and Allied Workers - Local 8
- Sheet Metal Workers - Local 28
- Sheet Metal Workers - Local 137
- Plumbers Local 1
- Teamsters - Local 282
- Teamsters Local Union 813
- Teamsters Local Union 814
- Steamfitters Local 638
- Tile, Marble & Terrazzo - Local 7
- Mason Tenders Dist. Council
- Mason Tenders/Laborers Local 79
- Millwrights - Local 740
- Ironworkers District Council of Greater New York and Vicinity
- Metal Lathers - Local 46
- Laborers - Local 731
- IBEW - Local 3
- Elevator Constructors - Local 1
- Metal Trades Division
- Iron Workers Local 40
- Iron Workers Local No. 361
- Iron Workers Local 580
- Carpenters Local 157
- Heat and Frost Insulators Local Union Nos. 12 & 12A
- Metal Polishers Local Union 8A
- Glaziers Local No. 1281
- Plasterers Local Union No. 262
- Private Sanitation Local Union No. 813
- Window Cleaners Local No. 2, SEIU 32B-32J
- Pavers & Road Builders Dist. Council No. 1
- Timbermen Local Union No. 1536

**LOCAL UNION AFFILIATES:
Boiler Makers Local No. 5**

By: _____
Date: _____

Carpenters Local No. 20

By: _____
Date: _____

Carpenters Local No. 157

By: _____
Date: _____

Carpenters Local No. 608 North

By: _____
Date: _____

Carpenters Local No. 2287

By: _____
Date: _____

Cement and Concrete Workers No. 18-A

By: _____
Date: _____

Cement Masons No. 780

By: _____
Date: _____

**Derrickmen and Riggers Local
Union No. 197**

By: _____
Date: _____

IBEW Local No. 3

By: _____
Date: _____

**Heat & Frost Insulators
Local Union No. 12A**

By: _____
Date: _____

Iron Workers No. 40

By: _____
Date: _____

Carpenters District Council

By: _____
Date: _____

Carpenters Local No. 45

By: _____
Date: _____

Carpenters Local No. 608

By: _____
Date: _____

Carpenters Local No. 926

By: _____
Date: _____

Cement and Concrete Workers No. 6-A

By: _____
Date: _____

Cement and Concrete Workers No. 20

By: _____
Date: _____

Concrete Workers District Council No. 16

By: _____
Date: _____

Drywall Tapers 1974

By: _____
Date: _____

Elevator Constructors No. 1

By: _____
Date: _____

**Heat & Frost Insulators
Local Union No. 12**

By: _____
Date: _____

Iron Workers District Council

By: _____
Date: _____

Iron Workers No. 361

By: _____
Date: _____

Laborers Construction and

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

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

**Metal Polishers Local Union BA
Glaziers No. 1281**
By: _____
Date: _____

**Millwright and Machinery
Erectors Local No. 740**
By: _____
Date: _____

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

Plasters Local Union No. 262
By: _____
Date: _____

Private Sanitation Local No. 813
By: _____
Date: _____

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

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

Teamsters Local Union 813
By: _____
Date: _____

**Tile, Marble & Terrazzo
B.A.C. Local Union No. 7**
By: _____
Date: _____

**Window Cleaners No. 2
S.E.I.U. 32B-32J**
By: _____
Date: _____

General Building No. 79
By: _____
Date: _____

Mason Tenders District Council
By: _____
Date: _____

Metal Trades Division
By: _____
Date: _____

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

**Pavers & Road Builders
District Council No. 1**
By: _____
Date: _____

Plumbers No. 1
By: _____
Date: _____

Roofers & Waterproofers No. 8
By: _____
Date: _____

Sheet Metal Workers Local No. 137
By: _____
Date: _____

Teamsters Local Union 282
By: _____
Date: _____

Teamsters Local Union 814
By: _____
Date: _____

**Timbermen Local Union
No. 1536**
By: _____
Date: _____

UNITED NATIONS PROJECT “ PLA”

PAGE 1 – 43 CORE PLA

EXHIBIT “A” PAGE 44

EXHIBIT “B” PAGE 1

EXHIBIT “C” PAGE 2

EXHIBIT “D” PAGE 3

EXHIBIT “E” PAGE 4 &5

EXHIBIT “F” PAGE 6

EXHIBIT "A"

**2009 PROJECT LABOR AGREEMENT
COVERING UNITED NATIONS CMP PROJECT**

[COLLECTIVE BARGAINING AGREEMENTS OF SIGNATORY UNIONS]

EXHIBIT "B"

**2009 PROJECT LABOR AGREEMENT
COVERING UNITED NATIONS CMP PROJECT**

10 PRINCIPLES OF GLOBAL COMPACT

Human Rights

Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

Principle 2: make sure that they are not complicit in human rights abuses.

Labour Standards

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4: the elimination of all forms of forced and compulsory labour;

Principle 5: the effective abolition of child labour; and

Principle 6: the elimination of discrimination in respect of employment and occupation.

Environment

Principle 7: Businesses should support a precautionary approach to environmental challenges;

Principle 8: undertake initiatives to promote greater environmental responsibility; and

Principle 9: encourage the development and diffusion of environmentally friendly technologies

Anti-Corruption

Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

EXHIBIT "C"**2009 PROJECT LABOR AGREEMENT
COVERING UNITED NATIONS CMP PROJECT****SITE & BUILDINGS OF THE PROJECT**

The premises consists of (a) the premises bounded on the East by the westerly side of Franklin D. Roosevelt Drive, on the West by the easterly side of First Avenue, on the North by the southerly side of East Forty-Eighth Street, and on the South by the northerly side of East Forty Second Street, all as proposed to be widened, in the borough of Manhattan, City and State of New York, (b) an easement over Franklin D. Roosevelt Drive, above a lower limiting plane to be fixed for the construction and maintenance of an esplanade, together with the structures thereon and foundations and columns to support the same in locations below such limiting plane, and (c) any sites housing the relocation of United Nations Headquarters personnel, materials and/or equipment due to the Project and which shall have Project Work undertaken on it in New York, New York.

The portion of the UN Headquarters in New York to be refurbished under the Capital Master Plan includes the following structures and facilities:

- a. General Assembly Building, total approximately 308,000sf/29,000sq. meters;
- b. Conference Building, total approximately 320,000sf/30,000sq. meters;
- c. Secretariat Building, total approximately 840,000sf/78,000sq. meters;
- d. Basements, total approximately 318,000sf/30,000sq. meters;
- e. Parking Garages, total approximately 462,000sf/43,000sq. meters;
- f. Dag Hammarskjold Library Building, total approximately 125,000sf/12,000sq. meters;
- g. South Annex Building, total approximately 42,000sf/4,000sq. meters;
- h. North Lawn Building, total approximately 96,000sf/9,000sq. meters;
- i. Service Drive, total approximately 76,000sf/7,000sq. meters;
- j. Office space to be occupied by the Owner at 305 East 46th Street (17 floors), at 380 Madison Avenue, both in Manhattan, and Court Square Place, 24-01 44th Road, in Long Island City, and any other Owner-leased space that Owner requests that CM refurbish at a future date that is related to the Project;
- k. Approximately 175,000 square feet of conference space to be located on the North Lawn;
- l. Technology Center to be constructed within the existing facility on the North Lawn; and
- m. Landscaping, totaling approximately 17 acres.

Not included in this Project are:

1. the construction of a new Visitors' Experience building at the northwest end of the UNHQ site, with an underground connection to the General Assembly Building. Construction of this building is expected to commence after completion of all Project Work; and
2. any facility, system or space (including without limitation security and maintenance systems and new construction or renovations) that the Owner determines to be complete and no longer within the scope of the Project.

EXHIBIT "D"**2009 PROJECT LABOR AGREEMENT
COVERING UNITED NATIONS CMP PROJECT****JOINT COMMITMENTS TO DIVERSITY IN THE WORKPLACE**

The CM, Contractors and Unions will not discriminate against any employee or applicant for employment because of, and will take such actions as are necessary to ensure that employees and applicants for employment are treated without regard for, age, race, creed, color, national origin, ancestry, disability, veteran's status, pregnancy, sexual orientation, marital status, sex, or any other protected classification established by applicable government regulation. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The CM, Contractors and Unions will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or any other protected category used by governmental regulation. The parties agree to use good faith best efforts to ensure that small and medium sized enterprises, minority-owned business enterprises and woman-owned business enterprises have the maximum practicable opportunity to perform Project Work.

The Contractor acknowledges and agrees that it has taken all appropriate measures to prevent sexual exploitation, harassment or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any Project Work. For these purposes, sexual activity with any person less than 18 years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it shall refrain from, and that it has taken all appropriate measures to prohibit its employees or other persons engaged by the Contractor from exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Agreement and that any breach of this representation and warranty shall entitle the CM to terminate the Agreement immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

EXHIBIT "E"

**2009 PROJECT LABOR AGREEMENT
COVERING UNITED NATIONS CMP PROJECT**

CONTRACTOR LETTER OF ASSENT

[Date]

Mr. Daniel Kolakowski, Senior Vice President and Project Executive
Skanska USA Building Inc.
136 Madison Avenue
New York, New York 10016

RE: Project Labor Agreement between Skanska USA Building Inc. and Building and Construction Trades Council of Greater New York and Vicinity and signatory Craft Unions Covering the UN CMP Project (the "Agreement")

Dear Sir:

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the UN CMP Project, for and in consideration of the award of a Contract to perform work on said Project ("Award"), 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) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with the terms and conditions of the referenced Agreement and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

(2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Project Labor Agreement.

(3) Acknowledges and agrees that it will not be allowed to commence work on the Project until it has first signed the appropriate collective bargaining agreement with the Union or Unions representing the crafts employed by the Contractor or Subcontractor signing below or has agreed to comply with the terms and conditions of the appropriate collective bargaining agreement with the Union or Unions representing the crafts having jurisdiction over the work covered by the Award and has executed an Affidavit of Compliance with the PLA.

(4) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a subcontractor(s), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

(5) Certifies that as of the date signed below it is current in its contributions to Trust Funds required under all collective bargaining agreements with the Union or Unions representing the crafts employed or to be employed by the Contractor or Subcontractor signing below.

(6) Compliance with New York law on classification of independent contractors On behalf of itself, its subcontractors and all of its lower tier contractors, affirms and acknowledges that (a) they have classified individuals engaged to perform Construction Work under this Agreement in accordance with NY law, (b) no individuals engaged by the contractor, its subcontractors and lower tier contractors to perform Project Work under this Agreement are improperly classified as independent contractors in violation of NY law, (c) they are aware that NY law prohibits them from requiring or requesting any individual to enter into an agreement or sign a document that results in the individual's misclassification as an independent contractor or does not accurately reflect the employment relationship, (d) they are paying the wages, benefits, taxes and other contributions required by law with respect to their employees, and (e) they are aware of the serious criminal and other penalties to which they are subject in the event they violate NY law.

(7) Indemnification of Skanska USA Building by Contractor Contractor agrees that it shall indemnify and hold Skanska USA Building harmless from all costs, fees, fines, penalties, interest, judgments, assessments and damages, including attorneys' fees, that Skanska USA Building actually incurs as a result of any failure by Contractor to comply with its undertakings in Paragraphs 1, 3, 4, 5 or 6 above or the result of any Contractor misrepresentation in Paragraphs 2, 5 or 6 above.

(Name of Contractor/Company)

Dated: _____

(Signature of Contractor's Authorized Representative)

EXHIBIT "F"
2009 PROJECT LABOR AGREEMENT
COVERING UNITED NATIONS CMP PROJECT

AFFIDAVIT OF COMPLIANCE WITH PLA

Except as modified below in the numbered paragraphs, the undersigned Contractor accepts each and every provision of the foregoing PROJECT LABOR AGREEMENT COVERING THE UN CMP PROJECT between Skanska USA Building Inc. (hereinafter "CM") and the BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY (hereinafter "Union"), effective March __, 2009 (the "AGREEMENT"), and adopts said AGREEMENT and the LETTER OF ASSENT and each and every one of their provisions as its own AGREEMENT with the Union. It is specifically agreed that the AGREEMENT shall apply only to work performed by the Contractor within the work jurisdiction described in Article III, Section 1 of the AGREEMENT and as further delineated at Exhibit C to the AGREEMENT. The AGREEMENT and this Affidavit of Compliance shall not apply to any work performed by any subsidiary, related, affiliated or predecessor company of the Contractor or any of its parent companies. The parties hereto agree to the following modifications to the AGREEMENT and the LETTER OF ASSENT as they relate to the Contractor:

1. ARTICLE 2, Section 4, *Supremacy Clause*, is modified by deleting the clause stating "together with the Local Collective Bargaining Agreements appended hereto as 'Exhibit A'."
2. Any and all other terms or conditions of the AGREEMENT and the LETTER OF ASSENT that state or imply that the Contractor is subject to a local union collective bargaining agreement or imply in any way that the Contractor recognizes any union as the collective bargaining agent for its employees are hereby deleted, including Exhibit A to the AGREEMENT.

[CONTRACTOR NAME]

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

Signature/Title of Authorized Officer

Signature/Title of Authorized Officer

Print Name

Print Name

Date: _____

Date: _____