

LABORGRAM

ASSOCIATION OF CONTRACTING PLUMBERS OF THE CITY OF NEW YORK, INC.
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December 30, 2011

TO: ALL MEMBERS AND PROMOTION FUND CONTRIBUTORS

RE: NEW BCTC PROJECT LABOR AGREEMENT – PENN SOUTH MULTI-LOCATION PLA

* * * * *

Dear Contributor:

The Building & Construction Trades Council of Greater New York and the Mutual Redevelopment Houses, Inc. have agreed to a **Multi-Location Project Labor Agreement** (copy attached) --

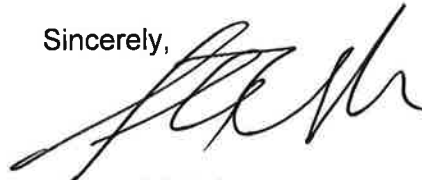
FOR THE DUAL TEMPERATURE PIPELINE (HVAC) REPLACEMENT PROJECT

at

PENN SOUTH COOPERATIVE COMMUNITY

Should you have any questions, please call this office.

Sincerely,



Stewart O'Brien

SO/rs

cc: Eugene Boccieri	President	Association of Contracting Plumbers
Andru Coren	Vice President	" " " "
Nick Covino	Treasurer	" " " "
Reed Rickman	Secretary	" " " "
Vincent Aspromonte	Immediate Past President	" " " "
Raymond G. McGuire	Counsel	" " " "
George W. Reilly	Business Manager	Plumbers Local Union #1
Walter Saraceni	Administrator	Plumbing Industry Board, Local #1

PROJECT LABOR AGREEMENT

NEW YORK CITY

Between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY

And

MUTUAL REDEVELOPMENT HOUSES, INC.

For the Dual Temperature Pipeline (HVAC) Replacement Project at

PENN SOUTH COOPERATIVE COMMUNITY

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**MUTUAL REDEVELOPMENT HOUSES, INC. MULTI-LOCATION PROJECT LABOR
AGREEMENT**

PREAMBLE

This Project Labor Agreement (“Agreement” or “PLA”) is entered into by and between Mutual Redevelopment Houses, Inc., its subsidiaries and affiliates (collectively “Mutual Redevelopment Houses, Inc.”), and each of its General Contractors on behalf of themselves and each of their Contractors and subcontractors of any tier performing construction work on said project, and each of the undersigned labor organizations signatory hereto.

WHEREAS, Mutual Redevelopment Houses, Inc. owns real property for which it intends to renovate and retrofit multiple residential buildings by replacing the dual temperature pipelines (HVAC) and performing related work (“Project” and/or “Projects”), located at;

- 350 West 24th Street
- 351 West 24th Street
- 341 West 24th Street
- 321 West 24th Street
- 311 West 24th Street
- 315 8th Avenue
- 365 West 25th Street
- 290 9th Avenue
- 280 9th Avenue
- 330 West 28th Street
- 340 West 28th Street
- 345 8th Avenue
- 355 8th Avenue
- 305 West 28th Street
- 365 West 28th Street

commonly known as Penn South Cooperation Community and because of the size, scope, cost and duration of these Projects, the Parties to this Agreement have determined that it is in their interest to have the Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that may interfere with or delay the

Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of the Projects by using their best efforts and ensuring that the work (as hereinafter defined, “Project Work”) is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work; and

WHEREAS, the Owner and General Contractor(s) acknowledge that they each have a concern regarding labor relations associated with the Project and want to provide for stability on the Projects through their completion irrespective of the existence of a pre-existing collective bargaining relationship with any of the signatory labor organizations;

NOW, THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the Parties agree as follows:

ARTICLE I - PARTIES TO THE AGREEMENT

This Agreement is entered into this _____ day of _____ 2011, by and between Mutual Redevelopment Houses, Inc. and its General Contractor(s), _____, and the Building and Construction Trades Council of Greater New York and Vicinity (“BCTC”) and its participating signatory Affiliated Unions that have signed the Agreement (collectively “Parties”). The Owner’s Project Manager, Turner & Townsend Ferzan Robbins LLC will assist the Owner with administering the PLA on behalf of the Owner, and Owner herein acknowledges that it accepts all obligations for compliance with the PLA. The PLA will govern the relationship between Mutual Redevelopment Houses, Inc., the General Contractor(s), Contractors and subcontractors and the participating signatory Affiliated Unions with respect to work as more particularly described in Article III. The Parties each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of and to bind their respective organizations.

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Mutual Redevelopment Houses, Inc. enters this Agreement as an owner based on its intent and authority to monitor labor relations on its construction sites governed by this Agreement. In order to promote labor harmony on all of the above referenced construction sites, and as a condition precedent to the PLA, Mutual Redevelopment Houses, Inc. agrees to require all of its General Contractors to sign onto and become bound to this PLA, as a condition of being awarded contracts for work on any of the above projects.

ARTICLE II - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various union parties, including the BCTC and its participating signatory Affiliated Unions, are referred to singularly and collectively as “Affiliated Unions.” Where specific reference is made to “Local Union” that phrase is sometimes used to denote a particular union affiliated with the BCTC. The term “General Contractor” shall refer to the person or entity(ies) which is/are responsible for coordinating and overseeing work at the Project, and the term “Contractor(s)” shall include any and all General Contractors and subcontractors of all tiers, engaged in work within the scope of this Agreement as defined in Article III. The work covered by this Agreement is referred to herein as “Project Work.”

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) this Agreement is approved and signed by the BCTC, and the Agreement is approved and signed by those of its affiliates participating herein; (2) the Agreement is approved and signed by Mutual Redevelopment Houses, Inc. and its General Contractors; and (3) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO.

SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the BCTC, the signatory Affiliated Unions, Mutual Redevelopment Houses, Inc. and its General Contractor(s), and all Contractors performing Project Work, as defined in Article III.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the Collective Bargaining Agreements of the participating Affiliated Unions, collectively referred to as Schedule “A” Agreements, represent the complete understanding of all Parties. The Schedule “A” Agreements are an integral part hereof as they may be modified from time to time during the term of this Agreement. Where there are conflicts between and among this Agreement and the Schedule “A” Agreements, this Agreement governs and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part; except for any work performed which may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking that shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no-strike clause contained herein; and provided, however, where this Agreement is silent on a subject, the applicable Collective Bargaining Agreement(s) shall govern. Notwithstanding the provisions of this Section, Mutual Redevelopment Houses, Inc. shall not be bound by the Schedule “A” Agreements except as expressly contemplated by this Agreement.

SECTION 5. LIABILITY

The liability of Mutual Redevelopment Houses, Inc. and any Contractor and the liability of any Union under this Agreement shall be several and not joint. Mutual Redevelopment

Houses, Inc., its General Contractor(s) and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the BCTC and Affiliated Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. BID SPECIFICATIONS

Mutual Redevelopment Houses, Inc. and/or its General Contractor(s) shall require in the bid specifications, that all successful bidders, and any and all Contractors and subcontractors of any tier awarded or performing work within the scope of this PLA, shall become bound by this Agreement, and this Agreement shall be explicitly included in all contracts or subcontracts of whatever tier for all Contractors and subcontractors for all Project Work within the scope of Article III, and all Contractors of all tiers shall sign and file with the General Contractor(s) and relevant trades a “Letter of Assent” in the form annexed hereto as Schedule "B" agreeing to be bound to and incorporating the terms of this Agreement by reference prior to any award of work.

SECTION 7. APPLICABILITY TO ALL SUCCESSFUL BIDDERS

Only persons, firms, companies and/or Contractors who are parties to, or are willing to become parties to, the applicable Collective Bargaining Agreement with the appropriate Affiliated Union or Unions affiliated with the Building and Construction Trades Department (BCTD) that may not be affiliated locally (“BCTD Unions”) shall be employed on the Projects. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of the Projects.

SECTION 8. WORK PRESERVATION - SUBCONTRACTING

During the term of this Agreement, Mutual Redevelopment Houses, Inc. and its General Contractor(s) agree that neither they nor any of their Contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE III - THE WORK

This PLA shall apply to all Project-related construction work, including site work, demolition, excavation and all construction work, including interior build outs as well as green building technologies used in new construction and/or renovation, restoration or retrofit work related to Mutual Redevelopment Houses, Inc.'s New York City sites. The capital rehabilitation, capital renovation or capital improvement to be performed at the Property are commonly referred to as the Dual Temperature Pipeline (HVAC) Replacement Project which is meant to entail (a) the abatement of asbestos, and (b) the replacement of the HVAC system. This PLA shall not, however, apply to routine maintenance work performed at open and operating facilities. The Parties also acknowledge that this PLA shall not apply to ancillary and/or unrelated work that is performed by a non-affiliated landlord or tenant of Mutual Redevelopment Houses, Inc. to the extent that Mutual Redevelopment Houses, Inc. has not retained the right to control such work.

SECTION 1. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the General Contractor(s) who do not perform work at the Projects.

SECTION 2. EXCLUDED EMPLOYEES

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

- (a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft's Schedule "A," Collective Bargaining Agreements;

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for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular Collective Bargaining Agreement, they are covered by this PLA.

- (b) Employees of Mutual Redevelopment Houses, Inc.
- (c) Employees of General Contractor(s), except those performing manual, on-site Project Work and who are otherwise covered by this Agreement.
- (d) Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on-site and certified by the relevant manufacturer to make warranty repairs on the Contractor's equipment.
- (e) Employees engaged in geophysical and/or environmental testing other than boring for core samples.
- (f) Employees engaged in work that is ancillary to Project Work and performed by third parties such as utility companies who shall install their work only to a certain demarcation point identified by a General Contractor at the commencement of each Project, provided that the employees of such third parties are not used to replace employees performing Project Work pursuant to this Agreement.

ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The General Contractor(s) and all Contractors performing Project Work recognize the Affiliated Unions as the sole and exclusive bargaining representatives of all craft employees who

are performing Project Work within their recognized jurisdiction and within the scope of this Agreement as defined in Article III, with respect to that work.

SECTION 2. UNION REFERRAL

The Contractors agree to employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the participating Affiliated Unions' area Collective Bargaining Agreements and in accordance with the procedures set forth in those Agreements. In the event that a participating Affiliated Union does not have a referral system or hiring hall, the current practice with respect to Contractor hiring for that Affiliated Union shall be observed.

SECTION 3. NON-DISCRIMINATION

The Affiliated Unions represent that their respective Affiliated Union hiring halls and referral systems are and will continue to be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations that require equal employment opportunities.

ARTICLE V - UNION REPRESENTATION

The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems that may arise during the term of this Agreement can be directed.

ARTICLE VI - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUTS

There shall be no strikes, picketing, work stoppages, slowdowns, demonstrations or other unlawful disruptive activity on work covered by Article III of this Agreement. This provision shall not apply to work expressly excluded from coverage under Article III of this PLA. There

shall be no lockouts at the Project by any signatory Contractor, General Contractor or Mutual Redevelopment Houses, Inc.; provided, however, that this shall not preclude a decision to discontinue work at a location based on factors other than a labor dispute, provided further that in the event the work is resumed within the term of this Agreement it will be governed by the terms of this Agreement.

SECTION 2- DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

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

SECTION 4. EXPEDITED ARBITRATION

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

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- (a) A party invoking this procedure shall notify Jack Tillem, who shall alternate as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and the BCTC.
- (b) The Arbitrator shall thereupon, after providing notice as to the time and place to the Contractor, the Affiliated Union involved, the BCTC and the General Contractor, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice.
- (c) All notices pursuant to this Article may be provided by telephone, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, General Contractor and Affiliated Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Affiliated Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Affiliated Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages or modify the disciplinary action taken (any damages issue

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is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with or enforcement of the Award.

- (e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the Affiliated Union or Contractor involved, and the General Contractor.
- (f) Any rights created by statute or law governing arbitration proceedings that are inconsistent with the procedure set forth in this Article or which interfere with compliance thereto are hereby waived by the Contractors and Affiliated Unions to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Affiliated Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

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

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

Step 1:

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

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

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conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

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

Step 3:

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

Step 4:

(a) If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the General Contractor or designee) to Jack Tillem, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Affiliated Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Affiliated Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the General Contractor (or designee), involved Contractor and involved Affiliated Union at the

particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. PARTICIPATION BY GENERAL CONTRACTOR

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

ARTICLE VIII - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

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

SECTION 2. ASSIGNMENT

All Project work assignments shall be made by the Contractor to unions affiliated with the BCTC or BCTD consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

ARTICLE IX – WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

A. All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage and fringe benefit rates applicable for those classifications as required by the applicable Schedule "A" Collective Bargaining Agreement.

SECTION 2. Employee Benefits

A. The Contractor agrees to promptly pay contributions to the established Trust Funds in the amounts designated in the appropriate Schedule "A" Collective Bargaining Agreements. Jointly-trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added and the Contractor agrees to promptly pay contributions to such funds.

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

C. In consideration of the Affiliated Unions not striking over wage and Trust Fund delinquencies, the Affiliated Unions agree to give written notice to the delinquent Contractor and the General Contractor within sixty (60) days of knowledge of a Contractor's delinquency with respect to Project Work, and the General Contractor agrees to immediately notify the alleged delinquent Contractor of the claim of delinquency and to withhold from outstanding monies due and unpaid to an alleged delinquent Contractor or any tier subcontractor at the time of receipt of the notice, the amount the Affiliated Union or Trust Fund Administrator claims a Contractor owes. Within seven (7) days after receipt of said notification from the Trust Funds or Affiliated Union, if not already paid prior to said date by the delinquent Contractor, the General Contractor shall place the amount claimed to be owed into an escrow account established by the General Contractor for the benefit of the Trust Funds until the resolution of the claim pursuant to the affected union's/benefit funds' delinquency procedures. In the event of a dispute between the alleged delinquent Contractor and the Union, the General Contractor will use its best efforts to

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

ARTICLE X - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Affiliated Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age or any other status protected by applicable law, in any manner prohibited by applicable law or regulations. The Parties also recognize the importance of representation of minorities in the building and construction trades, and the Parties agree they will continue their efforts, using all reasonable means, to provide increased employment opportunities for minority workers and to provide minority apprenticeship opportunities for these Projects using the existing and approved apprentice programs and pre-apprentice programs such as the Edward J. Malloy Initiative for Construction Skills, Non-traditional Employment for Women (N.E.W.) and Helmets to Hard-Hats.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XI - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a

court of competent jurisdiction finds any portion of the Agreement to be invalid, the Parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the Parties hereto for contracts to be let in the future.

SECTION 2. NON-LIABILITY

In the event of an occurrence referenced in Section 1 of this Article, neither Mutual Redevelopment Houses, Inc., the General Contractor(s), any Contractor, the BCTC nor any signatory Affiliated Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction or other court determination.

SECTION 3. NON-WAIVER

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

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

ARTICLE XII – HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work day shall consist of 8 hours of work per day at straight time rates, Monday through Friday, ½ hour unpaid lunch period.

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B. In accordance with Project needs, there shall be flexible start times and flexible lunch breaks per trade according the Schedule “A” Agreements. All flexible start times require advance notice from the Contractor to the Union.

C. All Overtime and weekend work shall be scheduled and paid in accordance with Schedule “A” Agreements.

SECTION 2. SHIFTS

A. Flexible Schedules – Scheduling of on-site shift work, shall be within the discretion of the Contractor in order to meet Protect Work schedules and existing Project work conditions. It is not necessary to work a day shift in order to schedule a second shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the General Contractor and must be scheduled for no less than (5) consecutive work days and with not less than five work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second– The second shift for onsite work shall start between 3 p.m. and 6 p.m subject to different times mutually agreed upon. Shift work shall be paid in accordance with the Schedule “A” Agreements. To the extent that the first or second shift requires additional hours, overtime rates shall be paid in accordance with each trades applicable Schedule “A” Agreement.

C. Flexible Starting Times – Shift starting times will be adjusted by the General Contractor as necessary to fulfill Project Requirements subject to the notice requirements of paragraph A.

SECTION 3. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day

Labor Day

Penn South – Multi-Location Project Labor Agreement

Martin Luther King Day	President's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed, provided however, it is agreed that Christmas Eve and New Years Eve shall be observed pursuant to the Schedule "A" Agreements.

ARTICLE XIII – EFFECT

SECTION 1. DURATION

This PLA shall apply to Project Work with the effective date, herein and shall thereafter remain in effect for the duration of the covered work performed on any of Mutual Redevelopment Houses, Inc.'s Projects within the scope of this Agreement following the effective date of this PLA.

SECTION 2. EXTENSION OF AREA CONTRACTS

Except as otherwise set forth herein and subject to the terms and conditions of this Agreement, any changes in the rate or other terms and conditions of employment, including retroactivity, that are negotiated in any Schedule "A" Agreement after the start of a Project shall be applicable to work on that Project.

ARTICLE XIV - HELMETS TO HARDHATS

The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The

Penn South – Multi-Location Project Labor Agreement

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

The Parties agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide provable past experience.

ARTICLE XV – WORKFORCE DEVELOPMENT

The Parties recognize that the Projects covered by this Agreement will require large numbers of craft personnel. It is, therefore, the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project(s) and the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs and utilizing the Building and Construction Trades Council’s Edward J. Malloy Initiative for Construction Skills, and any other program(s) that may be offered and subscribed to by the BCTC, and outreach programs to the community describing opportunities available as a result of the Project.

As the Parties also recognize the importance of diversity in the building and construction trades, the Parties agree that during the term of this Agreement, the Parties will work together

Penn South – Multi-Location Project Labor Agreement

and independently, using all reasonable efforts consistent with the terms of this Agreement, to provide employment opportunities, including apprenticeship opportunities, for members of diverse communities for Projects subject to this Agreement.

Penn South – Multi-Location Project Labor Agreement

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

BY: Gary LaBarbera
Gary LaBarbera, President

Date: 12/21/11

MUTUAL REDEVELOPMENT HOUSES, INC.

BY: Maim Benjamin

Date: 12/2/11

AFFILIATES: See attached addendum for signatory affiliates

Penn South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Carpenters District Council

By: 

Date: Dec 14, 2011

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Dec. 12, 2011 1:12PM

No. 3726 P. 3/5

Pean South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council No. 16

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 DC 9

Derrickmen and Riggers Local Union No. 197

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

Electrical Local No. 3

By: _____

By: *Christopher Erickson*

Date: _____

Date: *12/14/11*

Heat & Frost Insulators Local Union No. 12A

Heat & Frost Insulators Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Iron Workers Local No. 40

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

By: _____

Date: _____

Date: _____

Local 79 Construction and General Building Laborers

Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

Dec. 8. 2011 11:31AM

No. 3717 P. 2/4

Penn South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council No. 16

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 DC 9

Derrickmen and Riggers Local Union No. 197

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Glaziers Local Union No. 1281 DC 9

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Date: _____

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Heat & Frost Insulators Local Union No. 12A

Heat & Frost Insulators Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Iron Workers Local No. 40

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

By: *Keith J. L...*

Date: _____

Date: *12/13/11*

Local 79 Construction and General Building Laborers

Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

Dec. 8. 2011 1:07PM

No. 3718 P. 2

Penn South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

Carpenters District Council

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Date: _____

Date: _____

Iron Workers Local No. 40

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

By: _____

Date: _____

Date: _____

Local 79 Construction and General Building Laborers

Plumbers No. 1

By: Vito Rizzo Sec-Treas.

By: _____

Date: 12/12/11

Date: _____

Penn South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *[Signature]*

Date: DECEMBER 12, 2011

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

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By: _____

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Carpenters District Council

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Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: *William D Hayes 7st/Jan*

Date: *12/12/11*

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Dec. 7. 2011 2:48PM

No. 3713 P. 2/4

Penn South -- Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

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Glaziers Local Union No. 1281 DC 9

By: _____

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Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: Walter Riggins Sec-Treasurer

Date: 12/7/11

Carpenters District Council

By: _____

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Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

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Local 79 Construction and General Building Laborers

By: _____

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Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Descomelli*

Date: *12/9/11 (no time and one half (1 1/2))*

Derrickmen and Riggers Local Union No. 197

By: _____

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Electrical Local No. 3

By: _____

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Heat & Frost Insulators Local Union No. 12

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Laborers Local 1010 Pavers and Road Builders District Council

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Local 79 Construction and General Building Laborers

By: _____

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Carpenters District Council

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Cement Masons No. 780

By: *Anthony Scagnelli*

Date: *12/9/11*

Derrickmen and Riggers Local Union No. 197

By: _____

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Electrical Local No. 3

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Laborers Local 1010 Pavers and Road Builders District Council

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Dec. 8. 2011 11:26AM

NO. 3/11

P. 2/4

Penn South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

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Glaziers Local Union No. 1281 DC 9

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Date: _____

Heat & Frost Insulators Local Union No. 12A

By: *[Handwritten Signature]*

Date: *12-8-11*

Iron Workers Local No. 40

By: _____

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Local 79 Construction and General Building Laborers

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Carpenters District Council

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Dec. 7. 2011 2:47PM

No. 3713 P. 2/4

Penn South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

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Iron Workers Local No. 40

By: Robert W. Walsh

Date: 12-8-11

Local 79 Construction and General Building Laborers

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Carpenters District Council

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Cement Masons No. 780

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Derrickmen and Riggers Local Union No. 197

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Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: *[Signature]*

Date: 12-7-2011

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

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Plumbers No. 1

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Penn South - Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

Carpenters District Council

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Concrete Workers District Council No. 16

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Iron Workers Local No. 40

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

By: _____

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Date: _____

Local 79 Construction and General Building Laborers

Plumbers No. 1

By: _____

By: *George W. Rilly*

Date: _____

Date: *12-5-2011*

Penn South – Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

By: Thomas J. H.

Date: 12/2/11

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

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Derrickmen and Riggers Local Union No. 197

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Date: _____

Glaziers Local Union No. 1281 DC 9

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Electrical Local No. 3

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Heat & Frost Insulators Local Union No. 12A

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Date: _____

Heat & Frost Insulators Local Union No. 12

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Iron Workers Local No. 40

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Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

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Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Penn South -- Multi-Location Project Labor Agreement

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: [Signature]

Date: 12/06/11

Glaziers Local Union No. 1281 DC 9

By: William Cephal

Date: 12/05/11

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

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Date: _____

Local 79 Construction and General Building Laborers

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Date: _____

Carpenters District Council

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Cement Masons No. 780

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Derrickmen and Riggers Local Union No. 197

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Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Penn South - Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: Nick Sabin

Date: 12/13/11

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead
Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Penn South - Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: James Poplinsky

Date: 12/9/11

**Roofers & Waterproofers
No. 8**

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

**Laborers Local No. 78 Asbestos & Lead
Abatement**

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

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Mason Tenders District Council

By: _____

Date: _____

**Steamfitters Local Union
No. 638**

By: _____

Date: _____

Penn South – Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

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Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers Local No. 361

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Laborers Local No. 29 Blasters and Drillers

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Laborers Local No. 731 Excavators

By:  _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

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Mason Tenders District Council

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

Dec. 8. 2011 11:34AM

Penn South - Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: 12/12/11

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

By: _____

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Date: _____

Date: _____

Painters District Council # 9

Laborers Local No. 29 Blasters and Drillers

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Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: _____

By: _____

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Ornamental Iron Workers No. 560

Mason Tenders District Council

By: _____

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Date: _____

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Roofers & Waterproofers No. 8

Steamfitters Local Union No. 638

By: _____

By: _____

Date: _____

Date: _____

Dec. 8. 2011 11:32AM

No. 3717 P. 3/4

Penn South - Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

**Roofers & Waterproofers
No. 8**

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

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Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

**Laborers Local No. 78 Asbestos & Lead
Abatement**

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: *[Signature]*

Date: *12/12/11*

**Steamfitters Local Union
No. 638**

By: _____

Date: _____

Penn South -- Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

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Metal Polishers District Council #9

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Date: 12-5-11

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Mason Tenders District Council

By: 

Date: 12/7/11

Steamfitters Local Union
No. 638

By: 

Date: 12/7/11

Penn South -- Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council #9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Iron Workers District Council

By: Edward J. Walsh

Date: 12-8-2011

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead
Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Penn South – Multi-Location Project Labor Agreement

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: John R

Date: 12/06/11

Painters District Council # 9

By: John R

Date: 12/06/11

Painters, Decorators & Wallcoverers DC 9

By: John R

Date: 12/06/11

Painters Structural Steel No. 806

By: John R

Date: 12/06/11

Ornamental Iron Workers No. 580

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead
Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Penn South -- Multi-Location Project Labor Agreement

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

**Sheet Metal Workers Local
No. 137**

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: *[Signature]*

Date: 10-07-11

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

By: _____

Date: _____

Penn South - Multi-Location Project Labor Agreement

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

SIGNS & GRAPHICS

By: Paul O'Kell

Date: 12-16-11

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Penn South - Multi-Location Project Labor Agreement

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: 12/6/2011

Plasterers Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Penn South – Multi-Location Project Labor Agreement

Sheet Metal Workers Local No. 28

By: Robert C. [Signature]

Date: 12/7/11

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: James Lane

Date: 12/7/11

Penn South – Multi-Location Project Labor Agreement

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. J. [Signature]

Date: 12/5/11

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Penn South - Multi-Location Project Labor Agreement

Sheet Metal Workers Local No. 28

By: Don M. M.

Date: 12/12/11

Sheet Metal Workers Local No. 137

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

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

By: _____

Date: _____

SCHEDULE "A"

COLLECTIVE BARGAINING AGREEMENTS OF PARTICIPATING AFFILIATED

Union	Time Period	Agreement w/
78 and 79 Mason Tenders DC	2008-June 30, 2011	Independent (Master)
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
Derrickmen and Riggers Association, Local 197	July 1, 2008 - June 30, 2013	Contracting Stonesetters Association Inc.
District Council No. 9, I.U.P.A.T Glaziers Local 1281	May 1, 2005 - April 30, 2011	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974	September 6, 2006 - June 28, 2011	Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.
Enterprise Association Local 638	July 1, 2008 - June 30, 2011	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2008 - July 1, 2011	Independent
Enterprise Association Metal Trades Branch Local 638	July 1, 2007 - June 30, 2010	Service Contracting Division of the Mechanical Contractors Association of New York, Inc.
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	July 1, 2009 - June 30, 2012	The Employer
International Association of Heat and Front Insulators and Allied Workers Local No. 12 of New York City	2008-June 30, 2014	Independent
International Association of Heat and Front Insulators and Allied Workers Local No. 12 of New York City	2008-2014	The Insulation Contractors Association of New York City, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	January 1, 2010 - December 21, 2012	Boilermakers Association of Greater New York

Penn South – Multi-Location Project Labor Agreement

International Brotherhood of Teamsters High Rise contract	July 1, 2008 - June 30, 2013	Building Contractors Association & Independents
International Brotherhood of Electrical Workers, Local 3	May 12, 2010 - May 8, 2013	New York Electrical Contractors Association
International Union of Elevator Constructors	July 9, 2007 - July 8, 2012	Thyssenkrupp Elevator Corporation Agreement
International Union of Operating Engineers Local 14-14B	July 1, 2006 - June 30, 2011	Building Contractors Association
International Union of Operating Engineers Local 15-15B	July 1, 2006 - June 30, 2011	Building Contractors Association
Iron Workers Local 40 & 361	July 1, 2008 - June 30, 2014	Independent
Local 1 New York of the International Union of Bricklayers and Allied Craftworkers	July 1, 2008 - June 30, 2011	Independent
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Allied Building Metal Industries, Inc.

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Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Independent
Mason Tenders DC	2008-2011	Independent
Millwright Local 740	July 1, 2006 - June 30, 2011	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2005 - April 30, 2011	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2005 - April 30, 2011	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO CLC	October 1, 2005 - September 30, 2011	New York Structural Steel Painting Contractors Association
Teamsters Local 813	12.1.08-11.30.11	IESI NY Corporation
The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	May 1, 2007 - April 30, 2012	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 03, 2011	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 30, 2011	Association of Concrete Contractors of New York
The District Council of New York City and Vicinity	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	July 1, 2006 - June 30, 2011	GCA

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The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Independent
The District Council of New York City and vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	Cement League
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	July 1, 2006 - June 30, 2011	NYC Millwright Contractors Association

Penn South – Multi-Location Project Labor Agreement

The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	dated June 8, 2009 - 6.2.13	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	July 1, 2008 - June 30, 2013	Building Stone and Pre-cast Contractors Association

SCHEDULE “B”

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering Specified Construction and Renovation Work (replacement of the dual temperature pipeline (HVAC)) at Penn South Cooperative owned by Mutual Redevelopment Houses, Inc., as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as:

the Dual Temperature Pipeline (HVAC) Replacement Project

and located at:

- 350 West 24th Street
- 351 West 24th Street
- 341 West 24th Street
- 321 West 24th Street
- 311 West 24th Street
- 315 8th Avenue
- 365 West 25th Street
- 290 9th Avenue
- 280 9th Avenue
- 330 West 28th Street
- 340 West 28th Street
- 345 8th Avenue
- 355 8th Avenue
- 305 West 28th Street
- 365 West 28th Street

(hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Project Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of work; identify craft jurisdiction(s) and all contract numbers below:

Penn South – Multi-Location Project Labor Agreement

Name of Contractor or subcontractor: _____

Authorized Officer & Title: _____

Address: _____

Phone: _____

Fax: _____

Contractors State License #: _____

Entity your company is contracted with and address: _____

Sworn to before me this

Dated: _____

____ day of _____, 2011

SCHEDULE "C"

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

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

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

The unions affiliated with the Building and Construction Trades Council of Greater New York and Vicinity will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner;*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes; and*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standards of Excellence.