



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

GARY LaBARBERA
PRESIDENT

AFFILIATED WITH THE
BUILDING CONSTRUCTION TRADES DEPARTMENT
OF WASHINGTON D.C.
—
BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NEW YORK STATE
—
AMERICAN FEDERATION OF LABOR OF CONGRESS
OF INDUSTRIAL ORGANIZATION

March 15, 2012

To: All Affiliates

Re: Finalized Howard Park PLA

Dear Affiliates:

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

- **Howard Park PLA - Monadnock Construction, Inc.**

Enclosed herewith please find the executed signature pages for this project. If you have any questions, please do not hesitate to contact me.

Yours in Solidarity,

Gary LaBarbera



Howard Park PLA

PROJECT LABOR AGREEMENT

**155-55 CROSS BAY BOULEVARD- THE HOWARD PARK
PROJECT**

BETWEEN

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

AND

**MONADNOCK CONSTRUCTION, INC.
GENERAL CONTRACTOR**

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PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, MONADNOCK CONSTRUCTION, INC., the GENERAL CONTRACTOR, (hereinafter "GENERAL CONTRACTOR") and its subcontractors, desire to provide for the cost efficient, safe, quality, and timely completion of certain construction work;

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

- (1) expediting the construction process and otherwise minimizing the disruption to the project;
- (2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the Project;
- (3) standardizing certain terms and conditions governing the employment of labor on the Project;
- (4) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (5) ensuring a reliable source of skilled and experienced labor; and

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, and its affiliated Local Unions signatory hereto, desire to provide for stability, security and work opportunities which are afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize project safety conditions for both workers and others;

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NOW, THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the Parties enter into this Agreement:

A Project Labor Agreement (“PLA”) has been negotiated and executed by and between MONADNOCK CONSTRUCTION, INC. (“GENERAL CONTRACTOR”) and the Building and Construction Trades Council of Greater New York and Vicinity (“Council” or “BCTC”) and affiliated unions signatory hereto. The PLA will govern the relationship between the GENERAL CONTRACTOR, and its subcontractors and the unions signatory hereto with respect to construction work to be performed at HOWARD PARK, located at 155-55 Cross Bay Boulevard, Howard Beach, New York 11414, and (“Project”). This PLA is intended to comply with, and shall be interpreted in compliance with Federal and State Law, Executive Orders, and/or regulations governing public sector Project Labor Agreements.

ARTICLE I - PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) for Work to be performed at the HOWARD PARK Project by MONADNOCK CONSTRUCTION, INC., as GENERAL CONTRACTOR and its subcontractors of whatever tier; and the Council, and the signatory affiliated Local Unions (“Local Unions”) and their members. The Parties hereby warrant and represent that they have entered into this PLA voluntarily and have each been duly authorized to enter into this Agreement on behalf of and to bind their respective organizations.

**ARTICLE II - GENERAL CONDITIONS
SECTION 1. DEFINITIONS**

Throughout this Agreement, the various Union parties, including the Council and its affiliated Local Unions, are referred to singularly and collectively as "Union(s)," where specific reference is made to "Local Unions" that phrase is sometimes used to denote a particular union affiliated with the Council. The term "Council" means the Building and Construction Trades Council of Greater New York and Vicinity. The term "GENERAL CONTRACTOR" shall mean Monadnock Construction, Inc. The term Contractor(s) shall mean all 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 as Project Work. The term "Owner/Developer(s)" means Progress of Peoples Development Corp. The term "Agreement" means this PLA, the applicable Schedule "A" Collective Bargaining Agreements identified in Schedule "A," and the Letter of Assent annexed hereto as Exhibit 1, which are hereby incorporated by reference herein and made a material part thereof.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council, and those of its affiliates participating herein; and (2) the Agreement is approved and signed by an Executive Officer of the GENERAL CONTRACTOR with authority to bind the organization; and (3) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the Council, the signatory Unions, the

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GENERAL CONTRACTOR, and all Contractors performing Project Work, as defined in Article III. The GENERAL CONTRACTOR shall include, in any bid specifications, contracts and/or subcontracts, that are let for performance during the term of this Agreement a solicitation that their contractors and subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to work falling within the scope of Article III. This Agreement shall be administered by the GENERAL CONTRACTOR or such other designee as maybe named by the GENERAL CONTRACTOR with notice to the Council, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements referenced herein in Schedule "A," represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type that would otherwise apply to Project Work, in whole or in part, except for any work performed that 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 which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein that shall govern all Project Work. Where a subject covered by the provisions of this Agreement is also covered by a Collective Bargaining Agreement referenced in Schedule "A," the provisions of this Agreement shall govern provided, however, that where this Agreement is silent on a subject, the Schedule "A" Agreement shall govern.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The GENERAL CONTRACTOR and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and signatory Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE GENERAL CONTRACTOR

The GENERAL CONTRACTOR shall solicit in its bid specifications for all Project Work, within the scope of Article III, that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement through execution of the Letter of Assent, in the form annexed hereto as Exhibit 1. The GENERAL CONTRACTOR shall not be liable for any violation of this Agreement by any Contractor, except for the payment of delinquent fringe benefit contributions to the extent provided for in Article XI.

SECTION 7. AVAILABILITY AND 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, 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 bidders are members of any unions. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of Project Work.

SECTION 8. WORK PRESERVATION

The GENERAL CONTRACTOR and Contractors agree that they will not 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 Agreement and the underlying local collective bargaining agreements of the signatory unions shall apply to all construction work related to the Howard Park Project (Project Work), including tenant build-outs, design related construction performed by GENERAL CONTRACTOR and/or its subcontractors of any tier. No work within the jurisdiction of an affiliated union shall be excluded from Project Work unless expressly excluded in this Agreement. The Contractor(s) and subcontractors voluntarily agree to be bound by this Agreement and the terms of the local collective bargaining agreements (Schedule "A") of the signatory Unions, entered into between the Unions and their employers and/or employer associations, for work performed on the referenced project. Schedule "A" is incorporated herein by reference to the extent not in conflict with this Agreement.

SECTION 1. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor, which does not perform work at this Project.

SECTION 2. PRE-JOB CONFERENCES

A pre-job conference shall be convened no later than 10 days after a Contractor has been contracted, retained, hired or otherwise engaged to perform Project Work. The Contractors shall meet with the appropriate representative of the trade(s) involved in their Project Work. The purpose of the pre-job conference is for the Contractor to provide an

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overview of their Project Work, including the scope, any special conditions, work assignments, and other matters. The Contractors and/or the trades shall report any issues that are identified during the pre-job conference to the GENERAL CONTRACTOR and the Council.

SECTION 3. TIME LIMITATIONS

This Agreement, together with all of its provisions, shall remain in effect until completion of the Project Work as defined above in Section 1.

SECTION 4. EXCLUDED EMPLOYEES

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

(a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft's Schedule "A"; for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA;

(b) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, unless such employees are already included in the bargaining units under the Collective Bargaining Agreements in Schedule "A";

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(c) Employees of the GENERAL CONTRACTOR, except those performing manual, on-site construction labor who will be covered by this Agreement;

(d) Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs on the contractor's equipment;

(e) Employees engaged in geophysical testing other than boring for core samples;

(f) Employees engaged in work which is ancillary to Project Work and performed by third parties such as utility companies who shall install their work only to a certain demarcation point identified by the GENERAL CONTRACTOR, at the commencement of each Project site, and 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 and subcontractors of any tier recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work with respect to that work.

SECTION 2. UNION REFERRAL

(a) The Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls as set forth in any Collective Bargaining Agreement referenced in Schedule "A" to this Agreement. Notwithstanding this, Contractors shall have the sole right to reject any applicant referred by a Local Union for good cause.

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(b) In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such request by a Contractor (Saturdays, Sundays, and holidays excepted), a Contractor may employ qualified applicants from any other available source, upon notification to the Local Union. 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 for Project Work within its jurisdiction from any source other than referral by the Union.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The signatory Unions represent that their respective Local Union hiring hall and referral system will 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.

SECTION 4. WORKFORCE DEVELOPMENT

The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. Therefore, it is the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by 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 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, the Edward J. Malloy Initiative for Construction Skills, and any program that may be offered or approved by

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the BCTC/BCTD, and outreach programs to the community describing opportunities available as a result of the Project.

SECTION 5. UNION DUES

All employees of all contractors and subcontractors performing work covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule "A" local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represents the craft in which the employee is performing Project Work. No employee shall be discriminated against because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the contractors. Craft forepersons shall work pursuant to the terms and conditions established under the relevant local collective bargaining agreement.

SECTION 7. APPRENTICES

Apprentices may be employed at the maximum ratios approved by the New York State Department of Labor for the relevant trade.

ARTICLE V - UNION REPRESENTATION
SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing Project employees shall be entitled to designate a representative(s), and/or the Business Manager, who shall be afforded access to the Project but who shall not disrupt or interrupt the work of employees.

SECTION 2. STEWARDS

(a) Each Local Union shall have sole discretion to select and designate any journey person as a Steward and an alternate Steward. The Union shall notify the GENERAL CONTRACTOR, as well as the Contractor, of the identity of the designated Steward prior to the assumption of such duties. All stewards shall be working Stewards.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances from the employees working in their respective trade and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. The Contractor will not discriminate against the Stewards in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE VI - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and the applicable Schedule "A"s, Contractors retain full and exclusive authority for the management of their operations including, but not limited to; the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment (subject to New York Plan provisions) and schedule of Work; the promulgation of reasonable Project work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of the Project Work; and the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual shall be permitted.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction 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 preassembled materials or products, tools or other labor-saving devices, except as such right may be limited by a valid union standards clause contained in a Schedule "A" agreement.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity on Project Work for

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any reason by any Union or employee against the Owner/Developer, GENERAL CONTRACTOR, and Contractors or other employers. This Agreement, including the provisions of this Article, shall apply to all Project Work and any work that is not covered by this Agreement is not considered Project Work and shall not be covered by this provision of the Agreement. There shall be no lockout at this Project Work site by the Owner/Developer, GENERAL CONTRACTOR, or any Contractor. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

SECTION 2- DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 30 days. Such discharge shall be subject to the grievance arbitration clause set forth in Subsection 5 of this Article.

SECTION 3. NOTIFICATION

If the GENERAL CONTRACTOR or a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct its members, and 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

or its other affiliates. Failure of a Contractor or the GENERAL CONTRACTOR to give any notification set forth in this Article shall preclude enforcement of this provision.

SECTION 4. EXPEDITED ARBITRATION

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

(a) A party invoking this procedure shall notify Richard Adelman, as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and Council.

(b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Local Union involved, the Council 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 to the district or area council required by Section 3 above. In the event that the Arbitrator is unavailable within such time, the parties may designate any other individual upon mutual agreement.

(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, GENERAL CONTRACTOR and Local Union involved. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case, and conduct their cross-examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

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(d) The sole issue at the hearing shall be whether a violation of Section 1, above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

(e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the GENERAL CONTRACTOR. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

(f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

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

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

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

**ARTICLE VIII - LABOR MANAGEMENT COMMITTEE
SECTION 1. SUBJECTS**

The Project Labor Management Committee ("Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; and (3) discuss matters relating to staffing and scheduling with safety and productivity as considerations.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the GENERAL CONTRACTOR and the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon subcommittees.

ARTICLE IX - 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

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Article VII, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local 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 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 GENERAL CONTRACTOR (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other

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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 GENERAL CONTRACTOR (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 designees of the Council and 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 Richard Adelman 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, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

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(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 Local Union at the particular step where the extension is agreed upon. Any questions of fact regarding compliance with these procedures shall be determined by the Arbitrator. 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. 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 GENERAL CONTRACTOR and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY THE GENERAL CONTRACTOR

The GENERAL CONTRACTOR shall be notified by the involved Contractor of all actions at Steps 2 and 3, will receive all notices issued by the involved Union and the Arbitrator and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE X. JURISDICTIONAL DISPUTES

SECTION 1. ASSIGNMENTS

The procedures of the BCTC's New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving Project Work. All Project Work assignments shall be made by the Contractors to unions affiliated with the BCTC and/or BCTD consistent with the New York Plan and its Green Book decisions, if any. Where there are no applicable Green Book decisions,

Howard Park PLA

assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 2. 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, Project Work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with Project Work while any jurisdictional dispute is being resolved. Project Work shall proceed as assigned by the Contractors 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 strike, work stoppage or interruption in protest of any such award.

ARTICLE XI - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage and fringe benefit rates for those classifications as set forth in the Schedules "A" Collective Bargaining Agreements, as amended during the term of this Agreement.

SECTION 2. EMPLOYEE BENEFITS

a. The Contractors agree to promptly pay contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds set forth in the applicable Collective Bargaining Agreements in Schedule "A."

Howard Park PLA

b. The Contractors agree 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.

c. In return for the Local Unions not striking over alleged benefit fund delinquencies for work performed on this project, the GENERAL CONTRACTOR agrees to withhold from outstanding monies due an allegedly delinquent Contractor/subcontractor, such amounts as the Fund or Union claim are due and to retain such amount for the benefit of the Fund upon submission of a Delinquency Notice.

- i. A Delinquency Notice shall be a written notice from a fringe benefit fund ("Fund") or local union ("Union") stating that monies are owed to a Fund for work performed on the Project. All Delinquency Notices shall be submitted to both the delinquent Contractor and the GENERAL CONTRACTOR.
- ii. Where a Delinquency Notice is submitted within 45 days of the last day of the month in which the work was performed for which contributions are delinquent, no claim may be made by the GENERAL CONTRACTOR that monies are unavailable from which to make the otherwise required withholding, and the amounts claimed shall be retained for the benefit of the Fund.
- iii. Submission of a Delinquency Notice beyond the above referenced period shall not excuse the required withholding if when the GENERAL CONTRACTOR receives the Delinquency Notice, monies are or subsequently become due to the allegedly delinquent Contractor/subcontractor.

Howard Park PLA

d. Any dispute by the Contractor or GENERAL CONTRACTOR concerning the amounts claimed in the Delinquency Notice shall be stated in writing no later than ten calendar days from the date of the Delinquency Notice. Any such dispute shall be resolved, at the option of the Fund or Local Union, pursuant to the Expedited Arbitration procedures set forth in this Agreement

e. In the event the matter proceeds to arbitration, and the Arbitrator finds the delinquent Contractor owes monies to the Fund, the Arbitrator shall issue an Award (the "Award"). The Award shall set forth that there is a delinquency in required Fund contributions; the amount of the delinquency plus any interest, costs or fees owed; the manner in which the Award shall be served upon the delinquent Contractor; and the Award shall order the contractor to remit the amount owed within 48 hours of the date and time the Award is served. The Union shall be permitted to withdraw and withhold its labor if the amount awarded in the Arbitrator's Award is not paid within the prescribed period. The only defense the allegedly delinquent Contractor may proffer at a hearing called pursuant to the Expedited Arbitration provisions herein, is that it is not delinquent in its obligations to the Funds.

f. In the event there is no dispute, or there is a dispute about part but not all of the monies claimed to be owed, the GENERAL CONTRACTOR shall promptly remit to the Fund all monies the Fund claimed are owed which the delinquent contractor or GENERAL CONTRACTOR does not dispute. In the event of an arbitral award, the GENERAL CONTRACTOR shall promptly remit such amounts as determined by the Arbitrator.

g. Upon full remittance to the Fund of either the undisputed delinquent amount or the amount awarded by the Arbitrator, the GENERAL CONTRACTOR shall

Howard Park PLA

be discharged of any further duty under this Agreement with respect to the dispute and any retained funds.

h. This delinquency provision is not to be construed as creating a debt or any other liability on the part of the GENERAL CONTRACTOR to the Union or to any Fund for any delinquent contributions payable by the defaulting Contractor or subcontractor. However, if the GENERAL CONTRACTOR fails to comply with its withholding or payment obligations as set forth above, the Union may, upon five calendar days notice to the GENERAL CONTRACTOR and delinquent Contractor, apply to an Arbitrator under Article XI, Section 1 for liquidated damages from the GENERAL CONTRACTOR which shall be no less than two times the principal and interest owed to the Fund by the delinquent Contractor(s) in question; the Arbitrator shall award at least this amount to the Fund, unless he determines that to do so would result in a manifest injustice.

i. The cost of the arbitration shall be borne by the Contractor if the Fund or the Union prevails; otherwise, the parties shall split the costs. It is recognized that the Unions and 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 VII, Section 1, or any other express provision of this Agreement.

ARTICLE XII - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

(a) The standard work week shall be Monday through Friday. The standard work day shall be 8 hours at straight time rates, plus one-half (½) hour unpaid lunch period each day.

Howard Park PLA

(b) In accordance with Project Work needs, the GENERAL CONTRACTOR will have sole discretion in setting the start and end of any given workday. The starting times may range from 6:00 a.m. to 8:00 a.m. Where a Local Union has already agreed to staggered starting times in Schedule "A," deference shall be afforded to that Local Union.

(c) Contractors shall provide not less than 5 days prior notice to the Local Union involved as to work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

(d) When, due to any reason, an individual or trade does not perform work on a regularly scheduled workday, the Contractor may schedule work on a Saturday as make-up day during that calendar week in which a workday was lost, at straight time pay, provided the employees involved work a total of 40 hours or less during that work week.

(e) All other weekend work shall be scheduled and paid in accordance with the Schedule "A" Collective Bargaining Agreements.

SECTION 2. OVERTIME

Overtime shall be paid for hours outside the standard work week and work day described above in paragraph 1(a), at the rate of time and one half for overtime Monday through Friday. Saturdays. Sunday and Holiday overtime may be scheduled and paid only in accordance with the applicable Schedule "A" Collective Bargaining Agreement.

SECTION 3. SHIFTS

Shifts may only be scheduled and paid in accordance with the applicable Schedule "A" collective bargaining agreements.

SECTION 4. HOLIDAYS

There shall be eight standard holidays as follows:

New Year's Day

Howard Park PLA

Martin Luther King Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Work performed on the above referenced Holidays shall be paid in accordance with the treatment of those holidays in the Schedule "A" Collective Bargaining Agreements. It is agreed that Christmas Eve and New Years Eve shall be treated pursuant to Schedule "A" Agreements.

ARTICLE XIII - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will, ensure that applicable OSHA and safety requirements are at all times maintained on the Project Work site 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 and the property of the Contractor and GENERAL CONTRACTOR from injury or harm, to the extent consistent with their obligations under the law, rules or regulations.

SECTION 2. SITE RULES

The GENERAL CONTRACTOR shall establish reasonable work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of Project Work. These rules will be explained at the pre-job conferences and posted at the Project Work. Any and all security measures, background checks or work clearance card programs must be negotiated with and approved by the Council and its affiliates.

SECTION 3. INSPECTIONS

The GENERAL CONTRACTOR, and Contractors retain the right to inspect incoming shipments of equipment, apparatus, machinery, the employer's tool and gang boxes, and construction materials of every kind, but such inspections may not include personal searches or searches of the personal property of employees.

ARTICLE XIV - TEMPORARY AND STANDBY SERVICES

System coverage on temporary services shall only be required on the specific request of the GENERAL CONTRACTOR and when requested shall be assigned to the appropriate trade with jurisdiction. Temporary system coverage may be provided by the Contractor's employees already working under this Agreement during their regular work hours. The GENERAL CONTRACTOR may determine the need for temporary system coverage requirements during non-work hours. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved through the New York Plan for the Settlement of Jurisdictional Disputes.

ARTICLE XV - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age or any other status protected by law, in any manner prohibited by law or regulations

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XVI - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. NON-LIABILITY

In the event of an occurrence referenced in Section 1 of this Article, neither the Owner, the GENERAL CONTRACTOR or any Contractor, the Council or any signatory Union, shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction or other determination.

SECTION 3. NON-WAIVER

(a) Nothing in this Article shall be construed as waiving the prohibitions of Article VII as to signatory Contractors and Unions.

Howard Park PLA

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

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

**ARTICLE XVII - FUTURE CHANGES IN SCHEDULE "A"
AREA CONTRACTS**

SECTION 1. CHANGES TO AREA CONTRACTS

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

**SECTION 2. LABOR DISPUTES DURING AREA
CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article VII affecting the Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Project Work affecting a Local Union during the course of such renegotiations. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

ARTICLE XVIII – HELMETS TO HARDHATS

SECTION 1.

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

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

Howard Park PLA

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

BY: Gary LaBarbora
Gary LaBarbora, President

FOR MONADNOCK CONSTRUCTION, INC.

BY: Nicholas Lembo
Name, Executive Officer
Nicholas Lembo, PRES

AFFILIATES:

See attached addendum for signatory affiliates

Howard Park PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Efflayers 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: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Deagnelli (no Tom and One Half) See Addendum*

Date: *2/27/12*

(1+2)

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Howard Park PLA

Boiler Makers Local No. 5

By: [Signature]

Date: 3/15/12

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: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: _____

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Cement Masons No. 780

By: _____

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Derrickmen and Riggers Local Union No. 197

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Electrical Local No. 3

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Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Favors and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Mar. 7. 2012 2:35PM

Howard Park PLA

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: _____

Metal Lathers Local No. 46

By: *[Signature]*

Date: 3/12/12

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

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Derrickmen and Riggers Local Union No. 197

By: _____

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Laborers Local 1010 Pavers and Road Builders District Council

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Plumbers No. 1

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Iron Workers District Council

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Mar. 12. 2012 11:39AM

NO. V410

Howard Park PLA

Carpenters District Council

By: _____

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Cement Masons No. 780

By: _____

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Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

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Heat & Frost Insulators
Local Union No. 12

By: _____

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Laborers Local 1010
Pavers and Road Builders District Council

By: _____

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Plumbers No. 1

By: _____

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Iron Workers District Council

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Boiler Makers Local No. 5

By: _____

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Concrete Workers District Council No. 16

By: _____

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Drywall Tapers 1974 DC 9

By: _____

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Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local
Union No. 12A

By: *Francis W. Deza Vaz*

Date: *3/12/2012*

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building
Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

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Howard Park PLA

Boiler Makers Local No. 5

By: _____

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Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

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Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local
Union No. 12A

By: *James W. [Signature]*

Date: *2/27/2012*

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building
Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: _____

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Cement Masons No. 780

By: _____

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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

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Howard Park PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC9

By: *[Signature]*

Date: *2/24/12*

Glaziers Local Union No. 1281 DC 9

By: *[Signature]*

Date: *2/24/12*

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: _____

Metal Lathers Local No. 46

By: _____

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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

By: _____

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Electrical Local No. 3

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Heat & Frost Insulators Local Union No. 12

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Laborers Local 1010 Pavers and Road Builders District Council

By: _____

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Plumbers No. 1

By: _____

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Iron Workers District Council

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Howard Park PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: [Signature]

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: Nathan Cepelak

Date: 3/4/12

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: Robert W. Stahl

Date: 3-4-12

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: [Signature]

Date: 3/4/12

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: [Signature]

Date: 3-3-2012

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: George W. Reilly

Date: 3/4/12

Iron Workers District Council

By: _____

Date: _____

Howard Park PLA

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

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Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmon and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: *Christopher Erikson*

Date: *3-5-12*

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

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Iron Workers District Council

By: _____

Date: _____

Howard Park #1A

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

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Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

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Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

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Metal Lathers Local No. 46

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Carpenters District Council

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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: George W. Reilly

Date: Feb. 28, 2012

Iron Workers District Council

By: _____

Date: _____

Feb. 24. 2012 12:02PM

No. 0215 P. 3/4

Howard Park PLA

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: 2/28/2012

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

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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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Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Feb. 27. 2012 10:57AM

No. 0220 P. 3/4

Howard Park PLA

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

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Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

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Date: _____

Carpenters District Council

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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: *[Handwritten Signature]*

Date: 2/28/12

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

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Howard Park PLA

Boiler Makers Local No. 5

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Concrete Workers District Council No. 16

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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

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Iron Workers Local No. 40

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Local 79 Construction and General Building Laborers

By: _____

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Metal Lathers Local No. 46

By: _____

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Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: *William D. Hays*

Date: *February 27, 2012*

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Feb. 24. 2012 11:44AM

No. 0215 P. 3/4

Howard Park PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Brywall 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: Robert H. Winkler

Date: 2/24/12

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

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Cement Masons No. 780

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Derrickmen and Riggers Local Union No. 197

By: _____

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Electrical Local No. 3

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Heat & Frost Insulators Local Union No. 12

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Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

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Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Feb. 24. 2012 11:38AM

Howard Park PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: *Joseph P. ...*

Date: *2/27/12*

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: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Feb. 24. 2012 11:45AM

Howard Park PIA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Brickwall 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: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: *Edward J. Wall*

Date: *2-24-12*

Howard Park PLA

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: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: 

Date: 02/24/2012

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Execution Copy

Feb. 24. 2012 12:00PM

No. 0215 P. 3/4

Howard Park PLA

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: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: *[Signature]*

Date: 2/27/12

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 14

By: _____

Date: _____

Plasterers Local Union No. 263

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: _____

Sheet Metal Workers Local No. 137 *SIGNS & GRAPHICS*

By: *Paul [Signature]*

Date: *3.12.12*

Teamsters Local Union No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: *[Signature]*

Date: 3/15/12

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

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: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: RLC [Signature]

Date: 3/14/12

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

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: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Mar. 7. 2012 2:38PM

No. 0240 P. 3/5

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Iron Workers Local No. 361

By: Richard O'Kane

Date: March 8th, 2012

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: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

Metal Polishers District Council #9

By: [Signature]

Date: 2/24/12

Painters District Council #9

By: [Signature]

Date: 2/24/12

Painters, Decorators & Wallcoverers DC 9

By: [Signature]

Date: 2/24/12

Painters Structural Steel No. 806

By: [Signature]

Date: 2/24/12

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

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: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

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: 03/04/12

Laborers Local No. 731 Excavators

By: _____

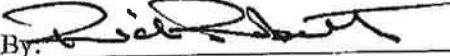
Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: 

Date: 3/4/12

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

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 P. Maloney*

Date: 2/27/12

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

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: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

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: 2/24/2012

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Execution Copy

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

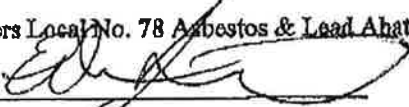
Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 2-29-12

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union

No. 638

By: _____

Date: _____

Sheet Metal Workers Local

No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Feb. 24. 2012 12:10PM

No. 0215 P. 2/4

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: Robert B...

Date: 2/28/12

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 51

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: 2/25/2010

Plasterers Local Union No. 262

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: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Feb. 27. 2012 12:41PM

No. 0220 P. 2/4

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. J. [Signature]

Date: 2/27/12

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: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Howard Park PLA

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: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

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: _____

**Sheet Metal Workers Local
No. 137**

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: *[Signature]*

Date: *2-22-12*

Howard Park PLA

Roofers & Waterproofers
No. 8

By: *Mark Sullivan*

Date: 2/27/12

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

By: _____

Date: _____

Feb. 24. 2012 12:24PM

No. 0215 P. 4-4

Howard Park PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

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

By: Thomas Zue

Date: 2/18/12

Howard Park PLA

Teamsters Local Union No. 282

By: Thomas Scuderi

Date: 3/4/12

Howard Park PLA
SCHEDULE "A"

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011; MOA July 1, 2008-June 30, 2013	Allied Building Metal Industries, Inc.
Blasters, DrillRunners and Miners Union, Local 29	July 1, 2006-June 30, 2012	GENERAL CONTRACTOR
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
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	August 3, 2011-June 27, 2017	Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2011 - July 1, 2014	Independent
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
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	May 12, 2010 - May 8, 2013	New York Electrical Contractors Association
International Union of Elevator Constructors, Local 1	July 9, 2007 - July 8, 2012	Thyssenkrupp Elevator Corporation Agreement
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of	July 1, 2008 - June 30, 2014	Cement League

Howard Park PLA

NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers		
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	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
Sheet Metal Workers' International Association, Local 28	August 1, 2009 - July 31, 2011; MOA September 15, 2011	Sheet Metal & Air Conditioning contractors Association of New York City, Inc.

Howard Park PLA

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
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

Howard Park PLA

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	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
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, Local 197 of NY, LI, Westchester & Vicinity	July 1, 2008 - June 30, 2013	Contracting Stonesetters Association Inc.
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

Howard Park PLA

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Howard Park PLA
EXHIBIT 1

Howard Park PLA

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 Howard Park Project 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: Howard Park PLA and located at 155-55 Cross Bay Blvd., Howard Beach, NY 11414 (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:

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

Notary Public

Howard Park PLA
EXHIBIT 2

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL
STANDARDS OF EXCELLENCE**

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

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

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

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

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

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