



**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

April 15, 2014

To: All Affiliates

From: Gary LaBarbera

Re: Finalized Project Labor Agreement

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

- **700-708 First Avenue – Economy Recovery PLA- Second Ave Development Corp.**

Attached please find a fully executed copy of the agreement. If you have any questions, please do not hesitate to contact our office.

Yours in Solidarity

Gary LaBarbera



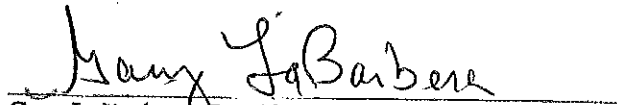
700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed and effective upon execution of the parties hereto.



Second Avenue Solow Development Corp,  
Executive Officer

Dated: 12/19/13



Gary LaBarbera, President  
Building and Construction Trades Council  
of Greater New York

Dated: 4/15/14

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

**SCHEDULE "B"**

The parties to this Project Labor Agreement agree that this Schedule B shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Owner/Developer, and/or any of its Contractors/subcontractors for this project only due the special considerations set forth in the Preamble herein above and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.


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

By:   
Gary LaBarbera, President

Date: 4/15/14

**FOR SECOND AVE. SOLOW  
DEVELOPMENT CORP.**

Owner/Developer

By:   
(Executive Officer)

Date: 12/18/13

**PROJECT LABOR AGREEMENT**

**COVERING SPECIFIED CONSTRUCTION WORK**

**BETWEEN AND AMONGST**

**Second Avenue Solow Development Corp.**

**Owner/Developer**

**-And-**

**Building and Construction Trades Council**

**Of Greater New York And Vicinity**

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**PROJECT LABOR AGREEMENT**

**PREAMBLE**

**WHEREAS**, Second Ave. Solow Development Corp., herein the “Owner/Developer”), is performing construction work and holding contracts with contractors performing Project Work at the Project located at 700-708 First Avenue, New York, New York; and

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

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

**WHEREAS**, the Owner/Developer acknowledges that it has a concern regarding project management and labor relations associated with the Project and wants to provide for stability and labor harmony on the project through its completion; and

**WHEREAS**, the Owner/Developer and the Building & Construction Trades Council of Greater New York and Vicinity (herein “Council” or “BCTC”), desire to mitigate the impact of the economic downturn on construction in the City of New York and have negotiated the terms of this Project Labor Agreement to promote the cost efficient, safe, quality, and timely completion of certain construction work (the “Work”) to be performed at 700-708 First Avenue, New York, New York, (the “Project”); and

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

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

(2) providing a mechanism for responding to the unique construction needs associated with the Project and Project Work and achieving the most cost effective means of construction, including direct labor cost savings, by the Council on its behalf and on behalf of its affiliated Local Unions and their members, waiving various practices which would otherwise apply to Project Work;

(3) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the Project;

(4) standardizing certain terms and conditions governing the employment of labor on the Project;

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

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

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

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

**WHEREAS**, the Council, its affiliated Local Unions and their members, desire to mitigate the impact of the economic downturn on construction in New York City and have negotiated the terms of this Project Labor Agreement for 700-708 First Avenue (Commercial), New York, New York (herein “the Project”); and

**WHEREAS**, the Council, its affiliated Local Unions and their members, desire to provide for stability, security and work opportunities, which are afforded by a Project Labor Agreement; and

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

**ARTICLE 1 - PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") for Project Work to be performed at the Project entered into by Second Ave. Solow Development Corp., the Council and its signatory affiliated Local Unions and their members ("Local Unions"). The Parties hereby warrant and represent that they each have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.

**ARTICLE 2 - GENERAL CONDITIONS**

**SECTION 1. DEFINITIONS**

Throughout this Agreement, the various Union parties, including the Council and its signatory 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. The term "Council" means the Building and Construction Trades Council of Greater New York and Vicinity. The term "Owner/Developer" means Second Ave. Solow Development Corp. and any successors and assigns. The term "Contractor(s)" means any Construction Manager, General Contractor, and all other Contractors, both trade-contractors and sub-contractors of any tier, engaged in Project Work within the scope of this Agreement as defined in Article 3, and any successors and assigns. 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 Schedule "C," 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 its participating signatory affiliated Local Unions; (2) the Agreement is approved by the Building and Construction Trades Department; and (3) the Agreement is approved and signed by an Executive Officer of the Owner/Developer, with authority to bind the organization.

**SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all participating signatory Unions, the Owner/Developer, and all Contractors performing Project Work, as defined in Article 3. The Owner/Developer, and the Contractors shall include in any trade contract that they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement, either by direct execution of this Agreement or by execution of a Letter of Assent, with respect to the work within the scope of Article 3. The Owner/Developer shall administer this Agreement.

**SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the Collective Bargaining Agreements of the Affiliated Unions, collectively referred to as Schedule "A" agreements, and the Trade Addendums, annexed hereto as Schedule "B" agreements, represent the complete understanding of all parties. Where there are conflicts between and among this Agreement, the Schedule "A" Agreements and the Schedule "B" Agreements, this Agreement (as it may be modified or supplemented by the Schedule "B" Agreements) governs and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, except for work performed under the NTL Articles of Agreement, the

National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms contained herein. Where this Agreement and/or the Schedule "B" agreements are silent on a subject, the applicable collective bargaining agreement(s) shall govern.

#### **SECTION 5. LIABILITY**

The liability of the Owner/Developer, and any Contractor and any Union under this Agreement shall be several and not joint. The Owner/Developer, or any Contractor, shall not be liable for any violations of this Agreement by any other party and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

#### **SECTION 6. BID SPECIFICATIONS AND CONTRACT DOCUMENTS**

The Owner/Developer, will require in its bid specifications for all work within the scope of Article 3, that all Contractors of whatever tier, become bound by, and signatory to, this Agreement, through execution of the Letter of Assent, in the form annexed hereto as Schedule "C."

It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Owner/Developer, in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Owner/Developer has sole discretion at any time to terminate, delay or suspend Project Work, in whole or in part, provided that if such work is resumed it shall be governed by this Agreement.

**SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL  
SUCCESSFUL BIDDERS**

Where an Affiliated Union has signed this Agreement and/or a Trade Addendum, only contractors who are parties to a collective bargaining agreement with that Union shall be employed on this Project. However, where an Affiliated Union has not signed this Agreement and/or a Trade Addendum, the Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder or Contractor awarded or performing work on this Project, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of this Project Work.

**SECTION 8. WORK PRESERVATION**

The Owner/Developer 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 3 - SCOPE OF THE AGREEMENT**

**SECTION 1. PROJECT WORK**

Project Work shall be limited to construction contracts for all construction work related to the construction of one 35 story office tower, consisting of 1.27 million square feet and one 2 story pavilion consisting of 5,500 square feet, at the Project located at 700-708 First Avenue, New York, New York, which is bid and let after the effective date of this Agreement, and shall hereafter be referred to as "Project Work." No work within the jurisdiction of an affiliated union shall be excluded from the Project Work unless expressly excluded in this Agreement. This Agreement is effective upon full execution by the Parties. All Parties, including the participating signatory Local Unions, may execute the Agreement in counter-parts.

## **SECTION 2. 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 3. EXCLUDED EMPLOYEES**

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

a. Superintendents and supervisors, engineers, 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 employees are currently included in the bargaining units under the Collective Bargaining Agreements in 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 Agreement;

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;"

c. Employees of Owner/Developer, except those performing manual labor 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;

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

f. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement;

g. 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 Owner/Developer, 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.

#### **SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of the Owner/Developer, or any Contractor that does not perform Project Work. It is agreed for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner/Developer, or any Contractor. As the contracts involving covered Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, checkout and/or warranty work are assigned in writing (copy to Local Union involved) by the Owner/Developer, for performance under the terms of this Agreement.

#### **ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

##### **SECTION 1. PRE-HIRE RECOGNITION**

The Owner/Developer and the Contractors recognize the 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**

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 in Schedule "A" to this Agreement. Notwithstanding this, the Owner/Developer, and Contractors shall have the sole right to determine the competency of all referrals; to determine the number of employees required; select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to required show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Owner/Developer, or the Contractor, (Saturdays, Sundays and holidays excepted), the Owner/Developer, or the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Owner/Developer, or Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Owner/Developer or 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 Council and the Unions represent that each 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. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by

any referral system or hiring hall because of the applicant's union membership, or lack thereof.

#### **SECTION 4. 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 the BCTC/BCTD, and outreach programs to the community describing opportunities available as a result of the Project.

#### **SECTION 5. UNION DUES**

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Collective Bargaining Agreement set forth in Schedule "A," but only for the period of time during which they are performing on-site 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 represent 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 Contractor. Craft forepersons shall work pursuant to the terms and conditions established under the relevant local collective bargaining agreements.

**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 5 - UNION REPRESENTATION**

**SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union representing Project Work employees shall be entitled to designate representative(s), and/or the Business Manager, who shall be afforded access to the Project.

**SECTION 2. STEWARDS**

a. Each Local Union shall have the sole discretion to select and designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner/Developer, and Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards.

b. In addition to their work as an employee, the Stewards shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Owner/Developer, and Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade but not any other trade. The Owner/Developer and Contractor will not discriminate against the Steward in the proper performance of Union duties.

**SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff pursuant to the terms of a Collective Bargaining Agreement listed on Schedule "A," such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform Project Work required as determined by the Contractor employing the Steward.

In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

**ARTICLE 6 - MANAGEMENT'S RIGHTS**

**SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of the Schedule "A" Collective Bargaining Agreements and this Agreement, the Owner/Developer, and Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to direct the Project 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 and schedule of Project Work (subject to the New York Plan); the promulgation of reasonable 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. STANDARDS OF EXCELLENCE**

The parties hereby adopt and incorporate the mutual obligations set forth in the Council's Standards of Excellence, annexed hereto as Schedule D, for the safe, efficient and productive completion of the Project.

**ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

**SECTION 1. NO STRIKES-NO LOCK OUT**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity on Project Work for any reason by any Union or employee against the Owner/Developer, and Contractors or other employers; provided that where a fringe benefit delinquency occurs the withholding of labor by the affected union pursuant to the terms of its Schedule "A" agreement shall not constitute a strike or work stoppage within the meaning of this section. 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, 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**

The Owner/Developer, and/or Contractor may immediately discharge any employee violating Section 1 above.

**SECTION 3. NOTIFICATION**

If the Owner/Developer 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 Execution Copy July 19, 2013

notification to the Council. The Local Union shall instruct and order, 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 any other Union. Failure of the Owner/Developer or Contractor to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

#### **SECTION 4. EXPEDITED ARBITRATION**

The Owner/Developer, and 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 give notice as to time and place to the Owner/Developer, and Contractor involved, the Local Union involved, and the Council and shall 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 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 certified mail, telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Owner/Developer, or Contractor involved, and Local Union involved and the

Council. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross-examination) unless otherwise agreed. A failure of any Union, Owner/Developer, or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Owner/Developer, and/or 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 Owner/Developer, and/or Contractor involved, and the Union involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the Owner/Developer, and/or Contractor involved and Union involved 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 that are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Owner/Developer, and/or 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 9 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 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

#### **ARTICLE 8 – LABOR MANAGEMENT COMMITTEE**

The Labor Management Committee ("Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Affiliated Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; and (3) discuss matters relating to staffing, scheduling, safety and productivity. The Committee shall be jointly chaired by a designee of the Owner/Developer and the Council. The Committee may include representatives of the Affiliated Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon subcommittees.

**SECTION 1. PRE-JOB CONFERENCES/JOB ASSIGNMENTS**

All project work assignments shall be made by the Owner/Developer, Contractors and subcontractors to Affiliated Unions or to unions affiliated with the Building and Construction Trades Department (“Building Trade Unions”), pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee shall be formulated upon execution of this Agreement and shall convene a pre-job conference at least 45 days (or such lesser period as may be practical) prior to the Owner/Developer’s mobilization on the job, which shall include all affected Contractors and trades, to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor shall inform the Owner/Developer of the identity of the Affiliated Union or Building Trades Union to which it intends to assign the work within the scope of its contract. The Owner/Developer, shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor (or Owner/Developer) beginning its work, schedule a conference with the Contractor, the Owner/Developer, and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The Owner/Developer shall make good faith efforts to ensure that the contracts it lets to contractors shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior New York Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the Owner/Developer or Contractor shall assign it in conformance with New York City BCTC area practice.

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

**ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

**SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement other than jurisdictional disputes or alleged violations of Article 7, Section 1, shall be considered a grievance and shall be resolved pursuant to the exclusive procedure 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 Shop Steward, give notice of the claimed violation to the Project Work site superintendent of the involved Contractor, and the Owner/Developer. To be timely, such notice of the grievance must be given within seven business days after the act, occurrence or event, or knowledge thereof, giving rise to the grievance or as soon thereafter as practical.

- The business representative of the Local Union or the job Steward and Project Work site representative of the involved Contractor shall meet and/or confer and endeavor to adjust the matter within 7 calendar days after timely notice has been given or as soon thereafter as practical.
- If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven business days or as soon thereafter as practical, pursue Step 2 of the grievance procedure.
- 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 Owner/Developer, (or designee) as creating a precedent.

b. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 business days or as soon thereafter as practical, the dispute shall 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 Owner/Developer, shall meet in Step 2 within 7 business days of a request, or as soon thereafter as practical, to endeavor to arrive at a satisfactory settlement.

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the Step 2 participants may, within 21 calendar days after the initial Step 2 meeting, or as soon thereafter as practical, submit the grievance to arbitration by requesting an arbitration hearing in writing (copies to other participants, including the Contractor, Council and Owner/Developer), 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. 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 Arbitration shall be borne equally by the involved Contractor and Local Union.

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Owner/Developer, the involved Contractor and the 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 notice of the grievance on the Owner/Developer, the involved Contractor and Local Union.

### **SECTION 3. PARTICIPATION BY OWNER/DEVELOPER**

The Owner/Developer, 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 10 - 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,

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 11 - WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

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

### **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."

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

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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. All fringe benefit collection and delinquency matters will be governed by the Schedule "A" collective bargaining agreements.

## **ARTICLE 12 - 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 a 1/2 hour unpaid lunch period each day.

B. In accordance with Project Work needs, the Contractor, with the consent of the Owner/Developer, will have discretion in setting the start of the work day at the commencement of the job. 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" or Schedule "B," deference shall be afforded to that Local Union.

C. Starting times per trade may only be changed pursuant to the terms of the Schedule "A" collective bargaining agreements or, in the event the collective bargaining agreement contains no applicable provision, upon no less than ten (10) days notice to the affected trade.

D. To the extent that starting times are staggered between the trades, lunch periods may be staggered accordingly between trades but not per trade.

E. There shall be one ten-minute morning and one ten-minute afternoon coffee break at the work stations per trade.

**SECTION 2. OVERTIME**

Overtime shall be paid for hours outside the standard work week and work day described above in paragraph 1(A), only in accordance with the applicable Schedule "A" collective bargaining agreements or pursuant to the applicable Schedule "B" Agreement. There shall be no pyramiding of overtime.

**SECTION 3. SHIFTS**

Shifts may only be scheduled and paid in accordance with the applicable Schedule "A" Collective Bargaining Agreements or pursuant to the applicable Schedule "B" Agreement.

**SECTION 4. HOLIDAYS**

There shall be eight standard holidays as follows ("Holidays"):

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Veterans 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 Affiliated Unions' respective collective bargaining agreements. It is agreed that Christmas Eve and New Years Eve shall be treated pursuant to Schedule "A" Agreements.

**SECTION 5. SATURDAY MAKE-UP DAYS**

Saturday make-up days may be scheduled and paid in accordance with the Schedule "A" Collective Bargaining Agreements or as set forth in the appropriate Schedule "B" Agreement.

**ARTICLE 13 - TEMPORARY SERVICES**

Temporary services shall only be required upon the specific request of the Owner/Developer in accordance with the applicable Schedule "B" Agreements. When requested they shall be provided by the employees represented by the appropriate affiliated Union with jurisdiction and subject to the New York Plan.

**ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY**

**SECTION 1. SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA and safety requirements, as appropriately applied to particular trades, 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, the Owner/Developer, from injury or harm, to the extent consistent with their obligations under the law, rules or regulations.

**SECTION 2. SITE RULES**

The Owner/Developer and the Contractors 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 site and may be amended thereafter as necessary.

**ARTICLE 15 - 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 regulation.

**SECTION 2. LANGUAGE OF AGREEMENT**

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

**ARTICLE 16 - DURATION**

This Agreement shall apply to Project Work beginning upon full effectiveness in accordance with Article 2, Section 2 herein and shall thereafter remain in effect for the duration of the Project Work.

**ARTICLE 17 - 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 shall be rendered temporarily or permanently null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law, unless the part or parts so found to be in violation of law are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

## **SECTION 2. THE BID SPECIFICATIONS**

In the event that the Owner/Developer's bid documents, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Contractors voluntarily accept the Agreement. The Parties will enter into negotiations to modify the Agreement to reflect the court or other action taken and the intent of the Parties to let contracts in the future.

## **SECTION 3. NON-WAIVER**

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

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

## **ARTICLE 18 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

The Collective Bargaining Agreements in Schedule "A" to this Agreement shall continue in full force and effect until the Contractors and/or Union parties to the Area

Collective Bargaining Agreements notify the Owner/Developer, in writing of the changes to both wages and fringes agreed to in that Area Collective Bargaining that are applicable to work covered by this Agreement and the effective dates of the changes. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

## **ARTICLE 19 – 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 Contractors 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.

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: \_\_\_\_\_

Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By: \_\_\_\_\_

Date: \_\_\_\_\_

Drywall Tapers 1974 District Council 9

By: [Signature]  
Date: 12/19/13

Glaziers Local Union No. 1281  
District Council 9

By: [Signature]  
Date: 12/19/13

Heat & Frost Insulators Local Union No.  
12A

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers Local No. 40

By: \_\_\_\_\_

Date: \_\_\_\_\_

Carpenters District Council

By: [Signature]

Date: 12/19/13

Cement Masons No. 780

By: [Signature]  
Date: 12-19-13

Derrickmen and Riggers Local Union No. 197

By: [Signature]  
Date: 12/19/13

Electrical Workers Local No. 3

By: \_\_\_\_\_

Date: \_\_\_\_\_

Heat & Frost Insulators  
Local Union No. 12

By: [Signature]

Date: 12.19.2013

Laborers Local 1010 Pavers and Road Builders  
District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: \_\_\_\_\_

Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By: \_\_\_\_\_

Date: \_\_\_\_\_

Drywall Tapers 1974 District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Glaziers Local Union No. 1281  
District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Heat & Frost Insulators Local Union No.  
12A

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers Local No. 40

By: Robert W. White

Date: 1-16-2014

Carpenters District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cement Masons No. 780

By: \_\_\_\_\_

Date: \_\_\_\_\_

Derrickmen and Riggers Local Union No. 197

By: \_\_\_\_\_

Date: \_\_\_\_\_

Electrical Workers 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: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: *Steven Ludwigson*  
*STEVEN LUDWIGSON*  
Date: 12/29/13

Carpenters District Council

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Cement Masons No. 780

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Drywall Tapers 1974 District Council 9

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Derrickmen and Riggers Local Union No. 197

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Glaziers Local Union No. 1281  
District Council 9

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Electrical Workers Local No. 3

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Heat & Frost Insulators Local Union No.  
12A

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Heat & Frost Insulators  
Local Union No. 12

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Iron Workers Local No. 40

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Laborers Local 1010 Pavers and Road Builders  
District Council

By: \_\_\_\_\_  
Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: \_\_\_\_\_

Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By:  \_\_\_\_\_

Date: FEBRUARY 24, 2014 \_\_\_\_\_

Drywall Tapers 1974 District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Glaziers Local Union No. 1281  
District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Heat & Frost Insulators Local Union No.  
12A

By: \_\_\_\_\_

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Iron Workers Local No. 40

By: \_\_\_\_\_

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Carpenters District Council

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Derrickmen and Riggers Local Union No. 197

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Electrical Workers Local No. 3

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Date: \_\_\_\_\_

Heat & Frost Insulators  
Local Union No. 12

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local 1010 Pavers and Road Builders  
District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: \_\_\_\_\_

Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By: \_\_\_\_\_

Date: \_\_\_\_\_

Drywall Tapers 1974 District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Glaziers Local Union No. 1281  
District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Heat & Frost Insulators Local Union No.  
12A

By: *[Handwritten Signature]*

Date: *3/13/2014*

Iron Workers Local No. 40

By: \_\_\_\_\_

Date: \_\_\_\_\_

Carpenters District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cement Masons No. 780

By: \_\_\_\_\_

Date: \_\_\_\_\_

Derrickmen and Riggers Local Union No. 197

By: \_\_\_\_\_

Date: \_\_\_\_\_

Electrical Workers 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: \_\_\_\_\_

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: \_\_\_\_\_

Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By: \_\_\_\_\_

Date: \_\_\_\_\_

Drywall Tapers 1974 District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Glaziers Local Union No. 1281  
District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Heat & Frost Insulators Local Union No.  
12A

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers Local No. 40

By: \_\_\_\_\_

Date: \_\_\_\_\_

Carpenters District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cement Masons No. 780

By: \_\_\_\_\_

Date: \_\_\_\_\_

Derrickmen and Riggers Local Union No. 197

By: \_\_\_\_\_

Date: \_\_\_\_\_

Electrical Workers Local No. 3

By: *Christopher Eikson*

Date: *3-25-14*

Heat & Frost Insulators  
Local Union No. 12

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local 1010 Pavers and Road Builders  
District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: \_\_\_\_\_

Date: \_\_\_\_\_

Concrete Workers District Council No. 16

By: \_\_\_\_\_

Date: \_\_\_\_\_

Drywall Tapers 1974 District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Glaziers Local Union No. 1281  
District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Heat & Frost Insulators Local Union No.  
12A

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers Local No. 40

By: \_\_\_\_\_

Date: \_\_\_\_\_

Carpenters District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cement Masons No. 780

By: \_\_\_\_\_

Date: \_\_\_\_\_

Derrickmen and Riggers Local Union No. 197

By: \_\_\_\_\_

Date: \_\_\_\_\_

Electrical Workers Local No. 3

By: \_\_\_\_\_

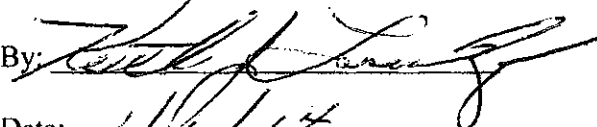
Date: \_\_\_\_\_

Heat & Frost Insulators  
Local Union No. 12

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local 1010 Pavers and Road Builders  
District Council

By: 

Date: 1/16/14

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Local 79 Construction and General Building Laborers

By: [Signature]

Date: 12/19/13

Plumbers Local No. 1

By: \_\_\_\_\_

Date: \_\_\_\_\_

Metal Lathers Local No. 46

By: [Signature]  
*Cement Mason Holiday*

Date: 12/18/13

Iron Workers District Council

By: [Signature]

Date: 12-19-2013

Metal Polishers District Council 9

By: [Signature]

Date: 12/19/13

Iron Workers Local No. 361

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters District Council 9

By: [Signature]

Date: 12/19/13

Laborers Local No. 78 Asbestos & Lead Abatement

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters, Decorators & Wallcoverers District Council 9

By: [Signature]

Date: 12/19/13

Laborers Local No. 731 Excavators

By: [Signature]

Date: 12/19/2013

Painters Structural Steel No. 806

By: [Signature]

Date: 12/19/13.

Mason Tenders District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Local 79 Construction and General Building Laborers

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plumbers Local No. 1

By: [Signature]

Date: 12/20/2013

Metal Lathers Local No. 46

By: [Signature]

Date: 1/15/15

Iron Workers District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Metal Polishers District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers Local No. 361

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local No. 78 Asbestos & Lead Abatement

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters, Decorators & Wallcoverers District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local No. 731 Excavators

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters Structural Steel No. 806

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mason Tenders District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Local 79 Construction and General Building Laborers

By: \_\_\_\_\_

Date: \_\_\_\_\_

Metal Lathers Local No. 46

By: \_\_\_\_\_

Date: \_\_\_\_\_

Metal Polishers District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters, Decorators & Wallcoverers District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters Structural Steel No. 806

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plumbers Local No. 1

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers Local No. 361

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 1-16-14

Laborers Local No. 731 Excavators

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mason Tenders District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Local 79 Construction and General Building Laborers

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plumbers Local No. 1

By: \_\_\_\_\_

Date: \_\_\_\_\_

Metal Lathers Local No. 46

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers District Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Metal Polishers District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Iron Workers Local No. 361

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local No. 78 Asbestos & Lead Abatement

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters, Decorators & Wallcoverers District Council 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

Laborers Local No. 731 Excavators

By: \_\_\_\_\_

Date: \_\_\_\_\_

Painters Structural Steel No. 806

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mason Tenders District Council

By: 

Date: 12/23/13

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

By: [Signature]

Date: 12/19/13

Steamfitters Local Union  
No. 638

By: [Signature]

Date: 12/19/13

Sheet Metal Workers Local No. 28

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local No. 813 Private Sanitation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plasterers Local Union No. 262

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: [Signature]

Date: 12/19/13

Roofers & Waterproofers Local 8

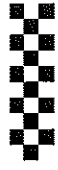
By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union No. 282

By: \_\_\_\_\_

Date: \_\_\_\_\_



700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Plasterers Local Union No. 262

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Roofers & Waterproofers Local 8

Teamsters Local Union No. 282

By: Paul Schiano

By: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

By: \_\_\_\_\_

Date: \_\_\_\_\_

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local No. 813 Private Sanitation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plasterers Local Union No. 262

By: M. [Signature]

Date: 1/6/14

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Roofers & Waterproofers Local 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union No. 282

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue - Manhattan Residential Market Recovery PLA - Manhattan

Date: \_\_\_\_\_

Plasterers Local Union No. 262

By: M. J. [Signature]

Date: 1/6/14

Roofers & Waterproofers

No. 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

By: \_\_\_\_\_

Date: \_\_\_\_\_

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local  
No. 137

By: Ante C. S. (Signs & Graphics)

Date: 12-31-13

Teamsters Local Union 814

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local No. 813 Private Sanitation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plasterers Local Union No. 262

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Roofers & Waterproofers Local 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union No. 282

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

By: \_\_\_\_\_

Date: \_\_\_\_\_

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

By: BUD O

Date: 1/28/14

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local No. 813 Private Sanitation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plasterers Local Union No. 262

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Roofers & Waterproofers Local 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union No. 282

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

By: \_\_\_\_\_

Date: \_\_\_\_\_

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local No. 813 Private Sanitation

By: Sean T. Campbell

Date: 1/7/14

Plasterers Local Union No. 262

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Roofers & Waterproofers Local 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union No. 282

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

By: \_\_\_\_\_

Date: \_\_\_\_\_

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

By: \_\_\_\_\_

Date: 3/19/2014

Teamsters Local No. 813 Private Sanitation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plasterers Local Union No. 262

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Roofers & Waterproofers Local 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union No. 282

By: \_\_\_\_\_

Date: \_\_\_\_\_

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

Ornamental Iron Workers Local No. 580

By: \_\_\_\_\_

Date: \_\_\_\_\_

Steamfitters Local Union  
No. 638

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local No. 28

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Metal Workers Local  
No. 137

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union 814

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local No. 813 Private Sanitation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plasterers Local Union No. 262

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Roofers & Waterproofers Local 8

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teamsters Local Union No. 282

By: Thomas Desuoldi

Date: 12/30/13

**SCHEDULE "A" LIST**

<b>Union</b>	<b>Time Period</b>	<b>Agreement w/</b>
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.
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, MOA May 2011 - April 30, 2017	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	August 3, 2011- June 27, 2017	Independent
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2011 - June 30, 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, 2012 - June 30, 2015	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008-June 30, 2014	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008- June 30, 2014	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	December 1, 2007 - November 30, 2012	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	December 1, 2007 - November 30, 2012	Environmental Contractors Association, Inc.

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International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	January 1, 2013 - December 31, 2015	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 Brotherhood of Teamsters, Local 282, High Rise contract	July 1, 2008 - June 30, 2013; ; as amended by MOA through June 30, 2016	Building Contractors Association & Independents
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; as amended by MOU July 1, 2012 - June 30, 2016	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012; as amended by update 7.1.12-6.30.16	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 & Laborers' International Union - Local 78 & 79	July 1, 2011- June 30, 2014	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

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		Joiners of America
Operative Plasterers' and Cement Masons' International Association Local No. 262	February 1, 2010 – January 31, 2013; as amended by MOA 2012-July 31, 2014	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	May 1, 2005 – April 30, 2011	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	May 1, 2011 - April 30, 2015	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
Sheet Metal Workers' International Association, Local 28	August 1, 2009 – July 31, 2011; MOA through July 31, 2014	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	July 16, 2010- July 15, 2013	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	October 1, 2005 - September 30, 2011	New York Structural Steel Painting Contractors Association
Teamsters Local 813	July 1, 2011 – June 30, 2014	Independent
Teamsters Local 813	December 1, 2008- November 30, 2011; as amended by MOA December 1, 2011-November 30, 2014	IESI NY Corporation
Teamsters Local 814	May 1, 2010 – April 30, 2013	Greater New York Movers and Warehousemen's Bargaining Group

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The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011; as amended by MOU July 1, 2012-June 30, 2013	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, 2011 - June 30, 2014	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2011 - June 30, 2014	Independent
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
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

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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	June 8, 2009 – June 2, 2013; As amended in MOU through June 2, 2017	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

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**CORE PLA SCHEDULE "B"**  
**TRADE SPECIFIC ADDENDA - TERM SHEET**  
**SCHEDULE "B"**

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Owner/Developer, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS LOCAL NO. 5**  
**("LOCAL 5"):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the International Brotherhood of Boilermaker Local No. 5's work on this Project to facilitate the building of the Project in this time of economic distress.

2. For work done under this PLA to reach the additional labor costs savings needed for this project, the Boilermakers will work under the terms and conditions of the National Maintenance Agreement.

INTERNATIONAL BOILERMAKERS LOCAL NO. 5

By: 

Name and Title: STEVEN LUDWISON, BUSINESS MANAGER

Dated: 12/29/13

**\*\*REVISED\*\***

**CORE PLA SCHEDULE "012"**

**TRADE SPECIFIC ADDENDUM TERM SHEET**

**SCHEDULE "012"**

The parties to this Project Labor Agreement agree that this Schedule "012" shall apply to this Project and shall modify relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Managers, and or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a rescission or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

**CARPENTERS DISTRICT COUNCIL:**

The Project Labor Agreement (the PLA) between (name of construction manager) (Construction Managers) and the New York City Building and Construction Trades Council of Greater New York and Vicinity (BCTC) is modified and supplemented as to the Carpenters District Council's work on this Project to facilitate the building of the Project in this time of economic distress.

**Wage increases to be determined by appropriate Collective Bargaining Agreement**

**1) Work Stoppages**

**General No strike / No Lockout language**

**2) Jurisdictional Disputes**

**NY Plan for Jurisdictional Disputes mandatory for any contractor or union performing work under the PLA**

**3) Prompt Payment**

**Prompt payment of wages and fringe language with some CM protection against delinquent employers needed similar to that agreed to in stadium PLA'S.**

**4) Recognition Clause**

Recognition clause recognizing the BCTC affiliates as bargaining representatives of all crafts on the job.

**5) Work Day**

At the request of the CM eight hour (8) day at straight time rates, half hour (½) for lunch.

**6) Overtime**

Saturday overtime at time and one half (1 ½) Sunday and Holidays overtime as per Collective Bargaining Agreement.

**7) Holidays**

Eight (8) standard holidays:

New Year's Day - Presidents Day - Martin Luther King's Birthday - Memorial Day

Fourth of July - Labor Day - Thanksgiving - Christmas Day

The last legal working day before Christmas and New Year's Day will be recognized as per Schedule A in appropriate Collective Bargaining Agreement.

**8) Stewards**

Stewards shall be working stewards.

**9) Apprentice Ratios**

Apprentices to be used in the maximum ratio allowed by law, rule or regulation to the extent available and requested by contractor.

**10) Safety Rules**

Strict adherence to safety standards and enforcement of same.

**11) Alternative Dispute Resolution**

A.D.R program to be discussed.

**12) Pre Job Conferences**

As per Collective Bargaining Agreement

**13) Flexible Starting Time**

Flexible start between the hours of 6:00 and 8:00 AM precluded by CBA, provided that there will not be staggered starts within a particular trade.

**14) Shift Premium**

Shift work may be scheduled and paid in accordance with CBA.

**15) Temporary Services**

Temporary services to be discussed; subject to permits and safety requirements, no stacking of trades on temporary services, services referred to shall be defined.

**16) Saturday Make-Up**

At option of contractor

**17) Off Hours Start On Renovation**

Paid nine (9) hours for eight (8) hours worked, eight (8) hours paid for seven (7) hours

Worked

**18) Standard Start Time**

All trades at their workplace at starting time.

**19) Lunch Time**

Upon approval of the Union staggered lunch periods per trade permitted. Lunch to be paid at twelve (\$12.00) dollars per day to employees that remain at work during lunch period.

No work to be performed during lunch break.

**20) Coffee Breaks**

Ten (10) minute coffee breaks in the morning at the work place.

**21) Subcontracting Limitation**

Limitation on subcontracting to the extent that brokering and its increased costs shall be eliminated and prohibited, no re subcontracting of work to the same trade.

**22) Productivity**

Additional productivity to be discussed.

**23) Carpenter Code of Excellence**

Effectuating Clause

Agreed upon by: Company Name *Second Ave. Solow Development Corp.*

For The Employer: BY *Anthony Calicchio*

Title: *Director of Construction*

Date: *12/23/13*

DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED  
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

BY

*Stephen [Signature]*

DATE:

*12/17/13*

AUTHORIZED SIGNATURE

OF THE DISTRICT COUNCIL

**ACTIVATION OF ECONOMIC RECOVERY AGREEMENT ADDENDUM  
B12**

**Between**

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

**And**

**DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF  
AMERICA**

Please be advised that (Name Company) 700-708 First Realty Company LLC is presently a signatory to a Collective Bargaining Agreement with the New York City District Council of Carpenters and hereby wishes to invoke the terms and conditions of the Addendum referred to as the Economic Recovery Project Labor Agreement for the approved project located at:

JOB NAME East River 685-700-708 1st Ave Waterside

JOB LOCATION 685-700-708 1st Ave

COMPANY NAME 700-708 First Realty Company, LLC

ADDRESS 96 St 57th St 45FL NY NY

CITY STATE ZIP 10019

  
(OFFICER'S SIGNATURE)

Date: 12/23/13

**\*\* REVISED \*\***

**CORE PLA SCHEDULE 'B'**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE 'B'**

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

**CEMENT & CONCRETE WORKERS DISTRICT COUNCIL** as follows:

1. The Project Labor Agreement (the "PLA") between the Construction Manager, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Cement & Concrete Workers' work on this Project to facilitate the building of the Project in this time of economic distress.
2. Holidays as per Schedule "A" (Collective Bargaining Agreement)
3. Christmas Eve and New Year's Eve will be as per Schedule "A (Collective Bargaining Agreement)
4. All Trades will report at the work station when their shift starts or ends provided vertical transportation is available.
5. Staggered lunch times for full or partial crew.
6. Shop Steward will assist coffee boy.

7. All overtime wages and benefits will be paid as per Schedule "A" (Collective Bargaining Agreement).

CEMENT & CONCRETE WORKERS DISTRICT COUNCIL

By: 

Name and Title: ALEX CASTALDI - PRES + B.A.

Dated: FEBRUARY 24, 2014

**\*\*REVISED\*\***

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

**The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Owner/Developer, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.**

**CEMENT MASONS LOCAL 780 ("LOCAL 780")** as follows:

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Cement Masons Local 780's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Wage and contribution package will be paid in accordance with the current Memorandum of Understanding (attached) for the entire Project as follows:

a. The current wages and contributions package is \$77.00 per hour (\$32.37 in contributions and \$44.63 in wages).

b. All adjustments set forth in the attached MOU will apply to the Project.

3. Eight (8) hour work day.

4. Eight (8) standard holidays; refer to the Economic Recovery PLA.

5. Flexible start time (6:00 a.m., 7:00 a.m., 8:00 a.m., or 9:00 a.m.)

6. Make-up Saturday is at time and one half.

7. Three (3) masons for the first 2,500 square feet and one (1) Apprentice,  
One (1) cement mason for every 1,500 square feet.

8. Working Shop Steward.

9. Patching fifty (50) Mechanics and fifty (50) Apprentices.

10. Manning based on 10,000 square feet (Five (5) Mechanics; Three (3)  
Apprentices @ 60% or 70% wages; Total equaling eight (8)).

11. No restrictions on tools.

12. All future increases, July 2013, July 2014, according to the CBA.

13. Christmas Eve and New Years' Eve will be as per Schedule "A"

(Collective Bargaining Agreement).

14. All overtime wages and benefits will be paid per Schedule "A" (Collective  
Bargaining Agreement).

15. Any modification will only be effective upon agreement between the  
union, contractors and/or association.

CEMENT MASONS LOCAL 780

By: \_\_\_\_\_

Name and Title: Giuseppe Castagnoli BM

Dated: 12-19-13

# United Cement Masons' Union

LOCAL NO. 780

OF GREATER NEW YORK AND LONG ISLAND

of the O.P. & C.M.I.A. of United States and Canada  
150-50 14TH ROAD, WHITESTONE, NEW YORK 11357  
Phone (718) 357-3750 Fax (718) 357-2057



To Whom It May Concern:

Memorandum of Understanding and New C.B.A. Constitute the Reduction for all P.L.A. Cement Masons' Union Local 780 will not agree to any further reductions in Wages, Fringe Benefits or term & Conditions of Employment.

1. Reduction of \$4.87 in Wages
2. Eight (8) hour day
3. Standard holidays
4. Flexible start time 6:00, 7:00, 8:00 or 9:00 AM.
5. Make up Saturday shall be paid at the rate of one and one half (1 ½) times straight time rate.
6. Three (3) 780 cement masons' and one (1) apprentice for the first 2500 sq. feet one (1) cement mason for every 1500 sq. feet.
7. Working shop steward and Forman.
8. Patching and Grinding fifty (50) mechanics fifty (50) apprentices
9. Time one and one half (1 ½) for the first 10 hours, Double time after 10 hours Pension and Trust will be paid at Double time.
10. No restriction on tools
11. Overtime wages and benefits shall be paid in accordance with C.B.A.
12. Future increase according to C.B.A.
13. Christmas Eve and New Years Eve, as per C.B.A.
14. Any modification will only be effective upon agreement between the union contractors, and or association

\* See Memorandum of Agreement Reached between The Cement League and Cement Masons' Union Local 780 dated June 19, 2012.

**MICHAEL RENDINA** *President* • **ANGELO SCAGNELLI** *Fin. Secy/Bus. Manager*  
*Business Agents* **BERT GALLO** • **GINO CASTIGNOLI** • **JOHN REGINA**

Affiliated with the Building Trades Department of the American Federation of Labor, - New York State Building and Construction Trades Council, - Building and Construction Trades Council of Greater New York City and Vicinity, - Nassau and Suffolk Counties Building Trades, - Building and Construction Trades of Westchester and Putnam Counties, - The Bronx, Brooklyn, Manhattan, Queens and Staten Island Boards of Business Agents, - New York State Federation of Labor, - Concrete Trades Alliance of Greater New York, - New York State, Massachusetts, Rhode Island Conference of the O.P. & C.M.I.A., the North East Conference of the O.P. & C.M.I.A. Building and Construction Trades Council of Rockland County - The Concrete Alliance, Inc.

# United Cement Masons' Union

LOCAL NO. 780

OF GREATER NEW YORK AND LONG ISLAND

of the O.P. & C.M.A. of United States and Canada  
150-50 147TH ROAD, WOODSTONE, NEW YORK 11357  
Phone (718) 357-3750 Fax (718) 357-2087




## STATEMENT OF POSITION OF UNITED CEMENT MASONS' LOCAL 780

The Memorandum of Agreement reached between the Cement League and Cement Masons' Local 780, as of June 19, 2012, constitutes a reduction in the wage and fringe benefit package enjoyed by cement masons represented by Local 780.

This Statement is to make crystal clear that the reductions contained in this collective bargaining agreement and Memorandum of Understanding are the final reductions which will be made by Cement Masons' Local 780. Cement Masons' Local 780 will not participate in or become part of any further reductions in wages, fringe benefits or any other term or condition of employment. The reductions set forth in said Memorandum of Understanding and collective bargaining agreement constitute the reductions allowed by Project Labor Agreements, Market Recovery Agreements or any other form of agreement providing for reductions in wages and fringe benefits. Cement Masons' Local 780 will not agree to any further reductions in wages, fringe benefits or terms and conditions of employment since all such reductions are contained in the Memorandum of Understanding agreed to between Cement Masons' Local 780 and The Cement League, effective June 19, 2012.

THE CEMENT LEAGUE

  
\_\_\_\_\_  
JACK BRUNETTI

CEMENT MASONS' LOCAL 780

  
\_\_\_\_\_  
ANGELO SCAGNELLI

MICHAEL RENDINA *President* • ANGELO SCAGNELLI *Fin. Secy/Bus. Manager*  
*Business Agents* BERT GALLO • GINO CASTIGNOLI • JOHN REGINA

Approved with the Building Trades Department of the American Federation of Labor • New York State Building and Construction Trades Council • Building and Construction Trades Council of Greater New York City and Vicinity • Navajo and Suffolk Counties Building Trades • Building and Construction Trades of Westchester and Putnam Counties • The Bronx, Brooklyn, Manhattan, Queens and Staten Island Boards of Business Agents • New York State Federation of Labor • Chicago Trades Alliance of Greater New York • New York State Massachusetts Rhode Island Conference of the O.P. & C.M.A. • the Northeast Conference of the O.P. & C.M.A. • Building and Construction Trades Council of Rockland County • The Concrete Alliance, Inc.

**\*\*\*REVISED\*\*\***

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

**The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Owner/Developer, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.**

**STONE DERRICKMEN & RIGGERS ("Local 197"):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Derrickmen Local 197's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Saturday overtime paid at time and a half. Sunday and Holiday overtime per CBA.

3. The Journeyman to Apprentice Ratio shall be 4:1.

4. Saturday make-up time due to weather or natural disaster to be performed within same workweek and will be paid at time and a half.

5. There shall be one 10-minute coffee break in the morning at the workplace.

6. No ADR Program.

DERRICKMEN LOCAL 197

By: William Hayes

Name and Title: William Hayes

Dated: 12/19/13

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**IBEW LOCAL 3 ("Local 3"):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 3's work on this Project to facilitate the building of the Project in this time of economic distress.

2. All electrical and electronic work, including but not limited to, the installation, repair and maintenance of all building wire systems, telephone, data, fire alarm, signs, TV, sound, security alarm systems and building automation systems, regardless of the voltage, shall be performed by the electricians working for Contractors that fall under this PLA.

3. Materials: As per code or specs; NECA/Local 3 will agree to more efficient installation methods which represent approximately 3% savings.

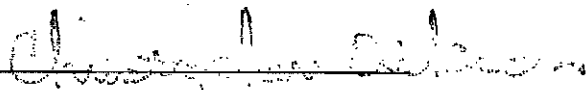
4. Temporary Services: Temporary light may be left on at the request of the customer; however, if temporary power is required, Local Union # 3 shall maintain that system.

5. Agreement should be offered non-discriminatory to any developers/contractors.

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

6. NECA/Local 3 will adopt IBEW Code of Excellence.
7. PLA jobs will be manned in a manner which will reduce the effective labor rate by 9%.
8. SMURF can be used for low voltage and power at 110-208.
9. PVC coated BX and PVC coated MC cable may be used for branch, sub-feeders and feeders.

IBEW LOCAL 3

By:   
Name and Title: CHRISTOPHER ERIKSON, Business  
Dated: 3-31-14

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**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA - Term Sheet**

**SCHEDULE "B"**

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**GLAZIERS, ARCHITECTURAL METAL GLASSWORKERS & ALLIED TRADES LOCAL UNION 1281 ("Local 1281"):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 1281's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Start time between 6:00 am and 9:00 am.

3. One 10-15 minute a.m. coffee break.

4. Starting time and quitting time at the gangbox.

5. A 50% reduction from a 30% reduction, in manpower when a cup and crane are used in the entire setting of glass.

6. Saturday make up day following work day lost to inclement weather or government declared emergency. Not to be used when scheduled work can only be done on Saturday.

7. Shift work shall be any 8 consecutive hours after the normal working day. The man will receive 9 hours paid for 8 hours worked. This will not apply to a man who has worked an 8 hour day, on any jobsite for that Employer. Any man who has worked an 8 hour day will receive overtime pay for any hours worked after his normal day.

Execution Copy July 19, 2013

700-708 First Avenue Commercial - Revised 2013 ER PLA - Manhattan

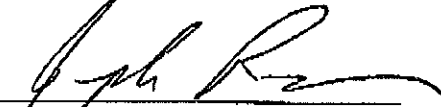
8. For unloading only, an employer may start his workday other than the agreed upon start times, with permission from the Union.

9. We agree and will abide by the BCTC Standards of Excellence.

10. No ADR Program.

11. We are not adjusting our overtime rate because we have double time wages with straight time benefits. After doing the calculations on time and one half there is only a slight difference between the two.

GLAZIERS ARCHITECTURAL METAL  
GLASS WORKERS & ALLIED TRADES  
LOCAL UNION 1281

By: 

Name and Title: BM/ST

Dated: 12/19/13

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**HEAT AND FROST INSULATORS LOCAL 12 ("Local 12"):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 12's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Add a 9<sup>th</sup> hour to the day at the employer's option at time and one half (1 ½) not double time.

3. Local 12 shall forgo the June 29, 2009-January 3, 2010 increase of \$1.50 and the January 4, 2010-June 27, 2010 increase of \$2.00 set forth in its current Collective Bargaining Agreement. The waiver of these referenced increases applies only to work performed on the Project referenced in this Schedule "B". The waiver applies only to new projects, and does not apply to existing jobs that have not been rebid. All subsequent increases as set forth in the Collective Bargaining Agreement shall be effective and be paid for work performed on this Project.

HEAT & FROST INSULATORS LOCAL 12

By: 

Name and Title: MATTHEW PARACCHI

Dated: 12.19.2013

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**IRON WORKERS LOCAL UNION 40 ("Local 40 "):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 40's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Shift premium

- First Shift Monday through Friday - 8 hours at straight time rate, overtime at time ½.

- Second Shift Monday through Friday - all hours at time and ½

(eliminates double time for OT on shift work).

- Third Shift Monday through Friday - all hours at time and ½

(eliminates double time for OT on shift work).

- Saturday Make-up day - due to inclement weather or government declared emergency at option of the contractor, all time and ½.

3. Lunch time between 4<sup>th</sup> and 5<sup>th</sup> hours at discretion of the contractor.

4. Contractor compliance with OSHA Standard Subpart R.

IRON WORKERS LOCAL UNION 40

By: Robert W. Walsh

Name and Title: Bus MGR

Dated: 1-16-2014

**\*Revised\***  
**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**LOCAL 580 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS ("LOCAL 580"):**

1. The Project Labor Agreement ("PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 580's work on this Project to facilitate the building of the Project in this time of economic distress.

2. No ADR.

3. Flexible Starting time at 6:00 A.M. - 8:00 A.M.

4. Staggered Lunch at 4, 4 ½, or 5 hours after the start of the workday.

5. Ten minute morning coffee break; No afternoon coffee break.

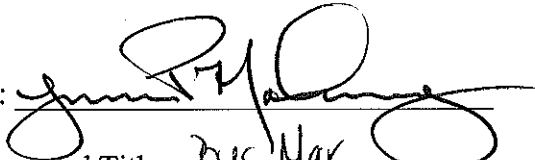
6. Weekday and Saturday overtime at 1 ½; Saturday make-up at straight time rate can be scheduled to replace a DAY lost due to the closing of the jobsite (NO Local 580 employees could be put to work) because of inclement weather during the previous week.

7. Shift premiums at 15% for second and 20% for third.

8. Workday starts at work point.

9. Eight hour workday at the Employer's option.

LOCAL 580 OF THE INTERNATIONAL  
ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRON WORKERS

By: 

Name and Title: Bus. Mgr.

Dated: 12/19/13

\*Revised\*

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**PLUMBERS LOCAL UNION NO. 1 ("Local 1"):**

The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Local 1's work on this Project to facilitate the building of the Project in this time of economic distress.

All references to follow are made to the present Collective Bargaining Agreement in effect July 1, 2010 thru June 30, 2012, extended through 2016, between The Association of Contracting Plumbers of the City of New York and Local Union No.1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

**Paragraphs 7 and 35** – The rate of overtime pay to be modified to be time and one half (1.5) for overtime worked Monday through Saturday. Holiday and Sunday overtime worked shall be paid at the rate of double time.

**Paragraph 29** – The hours of work to be modified to five (5) days per week, Monday through Friday at eight (8) hours per day. The starting time shall be between 6:30 AM and 8:00 AM.

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**Paragraph 30** – The Shift Work provision to be modified to permit shift work on private construction projects regardless of whether it was specified, also eliminating the condition where the plumbing contract is \$8 million or less.

**Paragraph 34** – Holidays may be standardized for this project but in no case be less than the following eight (8): New Year's Day, Martin Luther King, Jr., Veterans Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

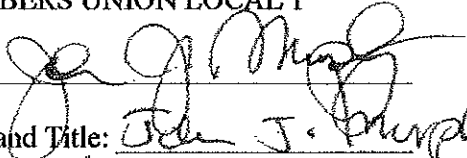
**Paragraph 38** – The ratio of Apprentices to be modified so that:

one (1) Apprentice can be employed if two (2) Journeymen are employed,  
two (2) Apprentices can be employed if six (6) Journeymen are employed,  
followed by an additional across the board ratio of one (1) apprentice for each (3)  
three additional Journeymen employed.

**Paragraphs 44 through 47** – The maintenance of temporary services shall only be required when requested by the owner, general contractor or Owner/Developer. If any service above is requested, the assignment of work shall be consistent with area past and present practice.

**Note:** Unless otherwise mentioned in this modification sheet, all terms and conditions of the aforementioned CBA remain in full force and effect.

PLUMBERS UNION LOCAL 1

By: 

Name and Title: John J. Murphy

Dated: 4/16/14

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**SHEET METAL LOCAL 28 ("Local 28"):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 28's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Jobs where the airside portion of the work is awarded directly to the sheet metal contractor by the Owner/Developer:

- Reduce or no costs for overtime
- No fan maintenance required during a day shift if there are sheet metal workers performing work at the time.
- Modify work rules.
- Additional modifications/relief may be tailored to a specific project.

3. For all jobs:

- Temporary services shall only be required upon request of the owner, General Contractor, or Owner/Developer. If temporary services are required, they shall be done by members of Local # 28.

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SHEET METAL LOCAL 28

By: B. D. A.

Name and Title: I. A. THOMPSON

Dated: 2-28-14

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**ENTERPRISE ASSOCIATION, STEAMFITTERS LOCAL 638 ("Local**

**638") as follows:**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Steamfitters Local 638's work on this Project to facilitate the building of the Project in this time of economic distress.

2. **Overtime.**

(a) Work performed Monday through Friday outside of the regular hours of work and any work on holidays, including Veteran's Day, shall be paid at the overtime wage and benefit rate set forth in Local 638's Trade Agreement, set forth as part of Schedule "A" to the PLA.

(b) OVERTIME MAY BE WORKED ONLY WITH THE PERMISSION OF THE UNION.

3. **Temporary Services.**

Temporary services will be maintained at the owner's request in accordance with the Trade Agreement. Once the system is on automatic, then no temporary services will be required.

**4. Fabrication of Sprinkler Pipe.**

Sprinkler pipe may be welded or grooved in a commercial fabrication shop with approved UA sprinkler labels (yellow labels or red and white labels). All fittings five (5") inches and under can be made up with UA sprinkler labels attached. If this work is to be performed in the shop of the direct employer, these rules do not apply and instead, the Rules of the Trade Agreement shall apply, that is, Rule IX, Section II, "All fittings on sprinkler work five (5") inches and under shall be made up according to Rule V".

**5. Conditioned on PLA.**

This Addendum will not go into effect unless the PLA for this Project is approved by all necessary parties.

ENTERPRISE ASSOCIATION,  
STEAMFITTERS LOCAL 638

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

*Steamfitter 638*  
*[Signature]*  
12/19/13

**CORE PLA SCHEDULE "B"**

**TRADE SPECIFIC ADDENDA – Term Sheet**

**SCHEDULE "B"**

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**LOCAL 7 TILE MARBLE AND TERRAZZO ("Local 7"):**

1. The Project Labor Agreement (the "PLA") between the Owner/Developer, and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 7's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Staggered start for helpers for setup in the morning and clean up in the afternoon so that the mechanics can work a full 8 hour shift.

3. Workers can be used to assist other signatory Local 7 crafts in the last 2 hours of the shift if there is no other work available in their craft to complete the day.

4. Enforce code of conduct and code of excellence. Offer to negotiate a three-strike rule so that inadequate members are not continually being referred to jobsites.

5. Establish a new rate for an R mechanic. This mechanic will come from the upgraded tile finisher or from the pool of newly organized workers. Their pay will be equal to the current Tile Finisher Rate at approximately 80 percent and they will work at a 1R to 3J ratio.

6. Mechanic Apprentices during the first year of training can be utilized as a helper as long as a 1-3 ratio is maintained.

7. Utilize training facilities for all aspects of the industry (safety, shop steward, foreman, etc.). Employers will enforce foreman and supervisory training from their staff.

LOCAL 7 TILE MARBLE AND TERRAZZO

By: Thomas Lane

Name and Title: Thomas Lane President

Dated: 12/19/13

**SCHEDULE "C"**

**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 700-708 First Avenue Commercial 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: 700-708 First Avenue Commercial and located at 700-708 First Avenue, New York, New York (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:

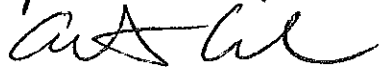
- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements 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: Second Ave. Solow Development Corp.  
 Authorized Officer & Title: Anthony Calicchio, Director of Construction  
 Address: 9 West 57<sup>th</sup> St., 45<sup>th</sup> Fl., NY, NY 10019  
 Phone: 212-715-0256 Fax: 212-223-5846  
 Contractors State License #: GC-602784  
9 West 57<sup>th</sup> St., 45<sup>th</sup> Fl., NY, NY 10019  
 Entity your company is contracted with and address: 700-708 First Realty Company, LLC

Sworn to before me this  
18<sup>th</sup> day of December, 2013

Dated: 12-18-13



Amalia C. Delucia  
Notary Public

AMALIA C. DELUCIA  
Notary Public, State of New York  
No. 01DE6032868  
Qualified in Queens County  
Commission Expires November 8, 2017

**SCHEDULE "D"**

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

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every 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.