

LABORGRAM

ASSOCIATION OF CONTRACTING PLUMBERS OF THE CITY OF NEW YORK, INC.
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UPDATED November 29, 2010 - New Information is underlined
~~November 22, 2010~~

TO: ALL MEMBERS AND PROMOTION FUND CONTRIBUTORS

RE: AQUADUCT AND DELTA AIRLINES - TERMINALS 3 & 4 PROJECT LABOR AGREEMENTS

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Dear Contributor:

The Building and Construction Trades Council ("BCTC") has issued 2 new Project Labor Agreements ("PLAs") --

"Aquaduct"

"Delta Airlines - Terminals 3 & 4"

Copies of these Project Labor Agreements are attached to this Laborgram.

SHIFT WORK --

We have been advised by the BCTC that Aquaduct is being treated as a Public Works job. Therefore, Shift Work should be governed by Paragraph 30 of the Primary "A" Division Collective Bargaining Agreement between the Association of Contracting Plumbers of the City of New Inc. and Plumbers Local Union No. 1.

Sincerely,
Stewart O'Brien
Stewart O'Brien

SO/rs

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

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**PROJECT LABOR AGREEMENT
VIDEO LOTTERY FACILITY AT AQUEDUCT RACETRACK
NEW YORK, NEW YORK**

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VIDEO LOTTERY FACILITY AT AQUEDUCT RACETRACK

PROJECT LABOR AGREEMENT

ARTICLE 1 - PREAMBLE

WHEREAS, Tutor Perini Corporation (“ Construction Manager”), desires to provide for the efficient, safe, timely completion and quality of the Video Lottery Facility at Aqueduct Racetrack (“Project”) in a manner designed to afford lower reasonable costs to Genting New York, LLC, as a proposed Video Lottery Gaming licensee at Aqueduct Racetrack (“Owner”);

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity (“BCTC” or “Council”) and the signatory Local Unions (“Unions”) desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, State of New York has determined that the immediate development and operation of a Video Lottery Facility at Aqueduct Racetrack is in the public interest, and has pursued this goal through a Request for Proposals dated May 11, 2010 issued on behalf of the State of New York by the New York State Division of Lottery for the development and operation of a Video Lottery Facility at Aqueduct Racetrack (“RFP”); and

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

WHEREAS, the use of a Project Labor Agreement during the Project is in the public interest because it will achieve the objectives, including but not limited to some of those required in the RFP, set out below:

1. ensuring a reliable source of skilled and experienced labor;
2. standardizing the terms and conditions governing the employment of labor on the Project;
3. permitting flexibility in work scheduling and shift hours and times needed for the expedited schedule applicable to this Project;
4. providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction, that may otherwise add time and cost to completion of the Project;
5. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes particularly those due to the expiration of labor agreements at different times during the course of the Project;
6. promoting labor harmony and peace for the duration of the Project;

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7. improving employment opportunities for local residents and minorities and women from the geographical area surrounding the Project while achieving the targets of diversity in the RFP; and

8. expediting the construction process and assuring on-time completion of the Project and assuring that all phases of construction are subject to full and open competition.

WHEREAS, the timely completion of the Project through the use of this Project Labor Agreement is also in the public interest because the collection of public revenues anticipated from the Project can begin once the Project is operational.

NOW, THEREFORE, the Parties enter into this Agreement, which incorporates the above recitals as essential to the Project:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the Construction Manager, signatory Contractors, the BCTC, on behalf of itself and its signatory affiliated unions, and all signatory Local Unions for certain construction performed on the Project, as defined in Article 3.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the signatory Unions and the BCTC are referred to singularly and collectively as "the Union(s)." Where specific reference is made to "Local Unions," that phrase does not reference the BCTC. The term "Contractor(s)" shall include all signatory contractors and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3. All references to the Construction Manager shall be to Tutor Perini Corporation. The work covered by this Agreement (as defined in Article 3) is referred to as the "Project." The "Owner" referred to herein is Genting New York, LLC, as a Video Lottery Gaming licensee of the State of New York Division of Lottery.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME AND REMAIN EFFECTIVE

The Agreement shall not become effective unless each of the following conditions are met: (1) this Agreement is approved and signed by the BCTC, and the Agreement is approved and signed by those of its affiliates participating herein; (2) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO; (3) the Agreement is signed by the Construction Manager. The Agreement will remain in effect until the completion of the Project. To the extent the Owner is not awarded a license under the proposal submitted in response to the RFP, the Construction Manager may terminate this Agreement with written notice to the BCTC and the Owner.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the BCTC and its signatory affiliated unions, all signatory Unions, the Construction Manager, and all Contractors performing on-site Project work, as defined in Article 3. All Contractors who subcontract the performance of any of the work required by their contracts during the term of this Agreement, shall require their subcontractors, of whatever tier, to become bound by this Agreement with respect to subcontracted work within the Construction Manager's scope of work, as set forth in Article 3 and shall execute and file with the Construction Manager and relevant trades a "Letter of Assent" in the form annexed hereto as Exhibit "1." This Agreement shall be administered by the Construction Manager on behalf of all Contractors. The Owner is a beneficiary of and to this Agreement, but is not a Party and is not bound by this Agreement.

SECTION 4. SUPREMACY CLAUSE

1. This Agreement, together with the Schedules appended hereto, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by Schedule A of this Agreement, the provisions of this Agreement shall prevail, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms contained herein;. Where this Agreement is silent on a subject that subject shall be governed by the relevant Schedule A Agreement. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Construction Manager.

2. Consistent with Article 17 hereof, this Agreement, together with the Schedules appended hereto, if any, is subject to and is to be construed in accordance with the RFP, the provisions of New York Law applicable to Video Lottery Gaming, including but not limited to the New York State Racing, Pari-Mutuel Wagering and Breeding Law ("Act"), the implementing regulations and rules issued by or which may be issued by the New York Division of Lottery, including but not limited those

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applicable to Video Lottery Gaming. Any provision of the Agreement which is or may be construed to be in conflict with any of the aforementioned items in the preceding sentence is null and void.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint except that Contractors shall be jointly liable and responsible for the compliance with this Agreement by all subcontractors used by them to perform any part of the Project. The Construction Manager and, except as provided in the previous sentence, any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BCTC and Local Unions shall not be liable for any violations of this Agreement by any other Union, except that the BCTC shall use its best efforts and all reasonable means to ensure compliance with this Agreement by all of its participating affiliated unions. Under no circumstances shall the Owner be liable to any Party or any other person or entity by reason of this Agreement.

SECTION 6. BIDDING SPECIFICATIONS

The Construction Manager shall require in its subcontract documents for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, shall become bound by, and signatory to, this Agreement and the "Letter of Assent." It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Construction Manager in determining which Contractors shall be awarded contracts for the Project, however, every awarded contract shall include terms requiring that all work performed under that contract comply with this Agreement. . The Construction Manager shall have the absolute right to select the lowest responsible bidder for the award of contracts on this Project without reference to the Contractor's employment of union employees or agreements(s) with unions, or lack thereof. It is further understood that the Construction Manager has the sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project; provided that in the event that work is resumed it shall be governed by the terms of this Agreement.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

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

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1. THE WORK

The scope of work for this Agreement is confined to the on-site Project work contained in the scope of the Construction Manager's final construction contract with Owner for the Project, as set forth in the attached Schedule B. This scope of work may be amended from time to time by the Owner to include work not described in Schedule B; but no part of the Project that was originally a part of the Construction Manager's scope of work on the date of this Agreement was executed shall be subsequently deleted after execution of this Agreement. It is understood that the procurement and installation of Video Lottery Terminals ("VLTs") for use at this facility will be included within the scope of this Agreement in the event that the New York State Division of Lottery awards this work to the Owner.

To the extent permissible under Federal Labor Law, the Owner has agreed to include in its bid specifications for any work it awards outside the scope of the Construction Manager's Contract a requirement that all contractors performing work on the site of Construction shall comply with the terms and conditions of this Agreement as a means of avoiding potential labor disputes resulting from the presence of non-union and union contractors and workers on a common jobsite.

SECTION 2. EXCLUDED EMPLOYEES

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

(a) Superintendents, supervisors, (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A Agreement), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, safety and security personnel, non-manual employees, and all professional, engineering, surveying for the establishment of property metes and bounds and control points and lines, administrative and management persons, and project design consultants;

(b) Employees of Owner and Owner's sister companies;

(c) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling, fabrication or transporting of project components, materials, equipment or machinery, unless such offsite operations are dedicated exclusively to the performance of the Project and service the site of work, including all rebar for cast in place on site

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construction, all drafting and fabrication of heating and cooling ventilations or exhaust duct systems and mechanical insulation shall be performed in accordance with relevant Schedule A agreements.

(d) Employees of the Construction Manager, excepting those performing manual, on-site construction labor covered by this Agreement;

(e) Employees engaged in on-site equipment warranty, other than a current employee of a contractor is on site and certified by the relevant manufacturer to make warranty repairs on the contractors equipment;

(f) Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

(g) Employees engaged in laboratory or specialty testing or inspections;

(h) Employees engaged in ancillary Project work performed by third parties, such as utility companies who shall install their work to a demarcation point identified by the Construction Manager prior to the commencement of relevant work.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES AND WORK

(A) Non-Application to Certain Entities

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Owner, Construction Manager, Contractor or subcontractor or principals thereof, that or who do not perform direct work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the Construction Manager, and/or any Contractor or subcontractor. The Agreement shall further not apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing on or off-site work related to the Project, provided that any employee of the Owner performing on-site manual labor for the Project shall be subject to the terms of this Agreement. With the exception of Article 7, Section 1 which shall continue to apply to all Unions signatory to this Agreement until the completion of the Project, as the contracts that comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such work so completed and accepted, except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Construction Manager for performance under the terms of this Agreement.

(B) Non-Application to Certain Work

This Agreement shall not apply to work performed by the Owner and Owner's tenants, if any, all of which is outside of the scope of the Construction Manager's construction contract. Such work will be

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performed under the Owner's or such tenant's sole control and in the Owner's or such tenant's sole discretion and may take place simultaneously with the Construction Manager's work. It is agreed that Article 7 shall not apply to any work excluded from the scope of the Construction Manager's construction contract and/or this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

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

SECTION 2. UNION REFERRAL

(A) The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and/or hiring halls established in the Local Unions' area collective bargaining agreements (named in Schedule A to this Agreement and attached by reference). To be considered a qualified referral, the employee must (1) possess any license required under federal or state law for the Project work to be performed; and (2) have demonstrated the ability to perform safely and with quality the basic functions of the applicable trade as determined by the relevant local union. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; consistent with the applicable Schedule A Agreements, the number of employees required; the number of employees to be laid-off; and the sole right to reject any applicant referred by a Local Union for cause.

(B) In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from any other competent source, including core employees as defined below. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referred by the Union.

(C) A Contractor may request by name, and the Local will honor, referral of core employees who have applied to the Local for Project Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Project Work being performed;
- (2) have worked a total of at least 1200 hours in the Construction field during the prior 18 months; and

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(3) were on the Contractor's active payroll within 3 months immediately prior to the Contractor's contract for this Project.

No more than twelve percent (12%) of the employees covered by the Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals of core employees begin with the eighth employee needed and continue on that same basis.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. 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. The BCTC and all signatory affiliated unions will make best efforts to assist Contractors in achieving the goals set forth in the RFP for the participation of minorities and women in the performance of Project Work.

SECTION 4. MINORITY AND FEMALE REFERRALS FROM THE SURROUNDING GEOGRAPHICAL AREA

In the event a Union either fails, or is unable, to refer qualified minority and female applicants in the numbers sufficient to meet the targets established in the RFP, the Contractor may employ qualified minority and female workers from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor(s). Toward that end, the parties agree to identify and promote through cooperative procedures, programs and efforts and ways to assist interested local residents, including economically disadvantaged residents, in pursuing careers in the construction industry through pre-approved apprenticeship programs; apprenticeship programs utilizing the BCTC's Edward J. Malloy Initiative for Construction Skills, Helmets to Hardhats and Non-Traditional Employment for Women and the parties further agree that any recognized job referral system shall give priority to qualified residents from the community, to the extent consistent with applicable law and rule or regulation of the Unions' respective referral systems.

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 and within the sole discretion of the Contractor. In making these decisions, the Contractor(s) shall follow generally accepted practices in the industry. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor and shall be paid wages pursuant to the Schedule A Agreements.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate, in writing (copy to the Construction Manager), one representative, and the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

Each Local Union shall have the right to designate one working journey person as a Steward and one working journey person as an alternate, and shall notify the Contractor and Construction Manager 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 on the Project.

In addition to their work as employees, Stewards shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor employing the Project employees of the Union which appointed the Steward or the Contractor's appropriate supervisor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor, or as soon thereafter as is practicable. Provided they are capable of doing the work, Stewards shall be the last persons laid off prior to the foreman, if any. Stewards shall be entitled to work all hours performed by the craft.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and, subject to the Supremacy Clause of this Agreement and/ or where the Agreement is silent on an issue, the applicable Schedule A Agreements, Contractors retain full and exclusive authority over the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, and layoff of its employees; the discipline or discharge for just cause of its employees; the assignment (subject to the New York Plan) and schedule of work; the promulgation of reasonable Project work rules that are not inconsistent with this Agreement; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or local practices, express or implied, which, in the opinion of the contractor or construction managers, limit or restrict productivity or efficiency or inflate the cost of the individual, and/or restrict or limit joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

Except as otherwise provided in Project plans and/or specifications, and subject to Schedule A requirements there shall be no limitations or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, prefinished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source, provided that all rebar for cast in place on site construction, all drafting and fabrication of heating cooling, ventilation or exhaust duct systems and mechanical insulation shall be performed in accordance with the relevant Schedule A agreements. . The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work, which is performed off-site for the Project, except for work done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and proximately located to provide services to the Project site.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

(A) There shall not be, nor there be honoring of, any strikes, sympathy strikes, picketing, work stoppages, slowdowns, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer performing work at the Project during the term of this Agreement. There shall be no other Union, or concerted or individual employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area including the adjacent roadways providing ingress and egress to the job site. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or on the adjacent roadways providing ingress and egress to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure the compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

(B) A Contractor may discharge any employee violating this Section 1, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 30 days. Such discharge shall be subject to the grievance arbitration clause set forth in Subsection 3 of this Article.

SECTION 2. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate Local Union involved advising of such fact, with copies of the notification to the Local Union and the BCTC. The BCTC shall use its best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. The BCTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 3. EXPEDITED ARBITRATION

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

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

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(b) The Arbitrator shall thereupon, after notice as to time and place to Contractor, Construction Manager, the Local Union involved and the BCTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists.

(c) All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor and Union involved. The hearing may be held on any day, exclusive of Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours in 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 or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

(d) The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved and shall award any applicable liquidated damages. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. 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 the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided actual written notice is given to opposing counsel as soon as practical and prior to the hearing. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding. .

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

(g) The fees and expenses of the Arbitrator normally shall be equally divided between the involved Contractor(s) and Union(s); however, the Arbitrator shall have the authority to

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direct that the payment of some or all of the costs of a party or parties, including attorneys' fees, must be paid by the other party or parties.

(h) All arbitrations under this Article will be held in a mutually agreeable location within the City of New York, in the State of New York and will be conducted using and in compliance with New York law.

SECTION 4. 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 individual 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 - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. MEETINGS AND PURPOSE

The local administrative committee will meet on a regular basis to: (1) implement and oversee the Agreement procedures and initiatives; (2) monitor the effectiveness of the Agreement; and (3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the BCTC or his designee, and designated official of the Construction Manager. It will be comprised of representatives of the Local Unions signatory to the Agreement (PLA) and representatives of the Construction Manager as designated by the BCTC and Construction Manager respectively and other contractors on the particular phase of the project under discussion.

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 described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. All grievances shall be heard within the city of New York, New York.

Step 1:

When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward, give

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notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 3 working days after the act, occurrence, or event giving rise to the grievance or knowledge of same. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 3 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the Construction Manager with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing by the Construction Manager as creating a precedent.

Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BCTC, the involved Contractor, and the Construction Manager shall meet in Step 2 within 7 calendar days of the written grievance to arrive at a satisfactory settlement. The meeting date may be adjourned to a mutually acceptable date and time.

Step 3:

In the event Step 2 does not result in a settlement or resolution of the grievance, the matter may be submitted for mediation to a designee of the Council, the Contractor, and at its election the Construction Manager.

Step 4:

If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting submit the grievance in writing (copies to other participants) to **Richard Adelman** or **J.J. Pierson**, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association

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shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. PARTICIPATION BY CONSTRUCTION MANAGER

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

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall govern all jurisdictional disputes on Project work. There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

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

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Project Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until

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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 benefit rates for those classifications as specified in the relevant Schedule A Agreement.

SECTION 2. EMPLOYEE BENEFIT FUNDS

b. (a) The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A of the Agreement for all hours paid. Where the Project is subject to the Prevailing Wage Act in effect in the State of New York, such bona fide employee benefits under the Act are achieved by Contractors that are signatory to this Agreement to honoring and otherwise being bound to the wage and benefit package set forth in the relevant Schedule A agreements. Signatory Contractors and Local Unions shall comply with record keeping requirements of the Prevailing Wage Act. Notwithstanding Article 2, Section 4, all Contractors will be or must become bound by the applicable Trust Agreements pertaining to the benefit funds designated in the agreements incorporated into this Agreement as forth in Schedule A.

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

SECTION 1. WORK WEEK AND WORK DAY

The standard work week shall consist of no more than 40 hours of work, 8 hours per day, at straight time rates based on a five day work week, Monday through Friday, with a half hour (1/2) unpaid lunch period each day.

SECTION 2. SHIFT WORK

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions including the minimization of interference with the operations of the Owner. Shifts must have prior approval of the Construction Manager, and must be scheduled for no

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less than 5 consecutive work days and with not less than five work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the phasing plans on the project.

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

SECTION 3. OVERTIME

Overtime pay for hours worked in excess of forty in a single week, Monday through Friday or eight hours in a single day shall be paid at one and one half the straight time rate. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 4. HOLIDAYS

(a) Schedule - There shall be 8 recognized holidays on the Project, as follows:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Martin Luther King Day	Presidents Day

(b) All said holidays shall be observed on the dates designated by New York Law. In the absence of such designations, they shall be observed on the calendar date except those listed holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

(c) Payment - Regular holiday pay for days taken off to observe holidays, if any, and/or premium pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A agreements, except, provided the employee is otherwise entitled to receive holiday pay under the applicable Schedule A Agreement and this Agreement, employees regularly working 4-10 hour shifts shall be entitled to receive 10 hours of pay at their regular base hourly rate of pay for any designated holiday on which they do not work.

(d) Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed, provided that it is agreed that Christmas Eve and New Years Eve shall be treated pursuant to Schedule A Agreements.

SECTION 5. REPORTING PAY

(a) Employees who report to the work location at the Contractor's request pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor shall receive minimum reporting pay in accordance with the amounts and practices in the applicable Schedule A agreements.

(b) When an employee, who has completed his/her scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked, with a minimum guarantee as may be required by the applicable Schedule A agreements.

(c) When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

(d) Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, or other special payments of any kind except premiums for overtime work.

(e) There shall be no pay for time not actually worked except as specifically set forth in this Agreement.

SECTION 6. PAYMENT OF WAGES

(a) Employees working on the Project shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a Contractor, subcontractor, or workman, without deduction or rebate, on any account, either directly or indirectly, except authorized deductions and proportionate share of union dues fees as stated herein.

(b) The full amount will be due at the time of payment, computed at the rate applicable to the time worked in the appropriate classification. Payment to craft employees will be made on an hourly basis only. Payment to craft employees in a lump sum, piece work, or price certain for completion of certain work or the production of a certain result are a violation of this Agreement.

(c) Payday - Payment shall be made by check. Paychecks shall be issued by the Contractor in accordance with applicable state and federal law pursuant to the Contractor's regular payroll practices, provided that all employees will be paid at least once per week and the pay day shall not be more than three days after the close of the payroll period.

(d) Termination - Employees who are laid-off or discharged for cause shall be paid in full for all time actually worked which is due them at the time of termination, which payment can be

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by check mailed on the date of termination. The Contractors shall also provide the employee with a written statement setting forth the date of layoff or discharge.

(e) If the Prevailing Wage Act applies to this Project, nothing in this Agreement, the Prevailing Wage Act, or its regulations prohibit the payment of more than the general prevailing minimum wage as determined by the Secretary of Labor.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor or the Construction Manager may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for the requested time at their hourly rate of pay.

SECTION 8. TIME KEEPING

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

SECTION 9. MEAL PERIOD

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

SECTION 10. BREAK PERIODS

There will not be organized rest periods, coffee breaks or other non-working time other than that provided for in this Article 12 established during working hours. Individual coffee containers will be permitted at the employee's work location.

SECTION 11. RECORD KEEPING REQUIREMENTS

(a) All Contractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the hourly rate of wage paid, including benefits, to each workman employed by the Contractor in connection with the Project. This record shall be retained for two (2) years following completion of the Project, and made available for inspection by the Construction Manager and/or, if relevant, the Secretary of Labor upon request.

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(b) Each Contractor shall file a statement each week and a final statement upon completion of their work on the Project, certifying that their employees have been paid wages in strict conformity with the provisions of this Agreement and, if wages remain unpaid, setting forth the amounts due and the names of the employees to whom they are due.

ARTICLE 13 - APPRENTICES

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and the economically disadvantaged, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities. Contractors may utilize apprentices in accordance with a bona fide apprenticeship program registered with and approved by the New York State Department of Labor but only those apprentices whose training and employment are in full compliance with any applicable Apprenticeship and Training laws and/or regulations. Contractors will utilize Apprentices to the maximum extent permitted by law or by the relevant contract listed on Schedule A

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm consistent with a Project Safety Plan for the Project to be negotiated by the Construction Manager and the BCTC. Failure to do so will be grounds for discipline, including discharge. It is specifically agreed that there will be zero tolerance for unsafe conduct, practices or equipment.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Managers for this Project consistent with industry standards. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and the Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind, for any reason or no reason at all.

SECTION 4. SUBSTANCE ABUSE TESTING

It is crucial to a safe working environment that all employees be free from the use of controlled substances. Therefore, all employees working on this Project will be subject to random, post-accident, and reasonable suspicion testing in accordance with the terms, conditions, and restrictions of a Substance Abuse Policy negotiated with the BCTC.

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, national origin, sexual orientation or age 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 - GENERAL TERMS

SECTION 1. PROJECT RULES

(a) The Construction Manager and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this Agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES – EMERGENCY USE

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction and such use will not result in an increase or decrease in the employee's regular rate of pay.

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in the applicable Schedule A agreement as it applies to travel expenses.

SECTION 5. TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the Construction Manager, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. This shall include temporary services that would otherwise be required to monitor the heating, cooling and ventilation of the Project. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of this Contractor and Construction Manager and/or Contractors shall not be required to hire additional standby personnel in addition to existing employees working during such shifts. The Construction Manager may determine the need for temporary system coverage requirements during non-working hours. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

SECTION 6. INSURANCE

At the Owner's election, the Project may be insured through (a) a Contractor Controlled Insurance Program (CCIP), (b) an Owner Controlled Insurance Program (OCIP), or (c) a combination thereof.

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 found in violation of law, the provision involved shall be rendered temporarily or permanently null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Project documents, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but 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 constructions where the Contractor voluntarily accepts the Agreement. The parties will enter into

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negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

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

SECTION 4. NON-WAIVER

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

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

(a) Schedule A Agreements shall continue to be in full force and effect until the Contractor and/or Union parties to a Schedule A Agreement notify the Construction Manager in writing of the mutually agreed upon changes in provisions of such Agreement which are applicable to the Project, and their effective dates. Upon such notification, the new Collective Bargaining Agreement shall become a Schedule A Agreement.

(b) In the event a Schedule A Agreement terminates during the course of this Agreement and no new Agreement is negotiated as a replacement, the terms of the terminated Schedule A Agreement shall continue until a new Agreement is negotiated and the Contractor and/or Union parties to the Agreement give the written notice to the Construction Manager in accordance with paragraph (A) of this Section.

(c) Any provisions negotiated into a Schedule A Agreement will not apply to work on this Project if such provision(s) are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements or if such provision(s) may be construed to apply exclusively or predominantly to work covered by this Agreement.

(d) Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lockout on the Project affecting a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the day of 2010.

Tutor Perini Corporation

By: _____

Bradley W.B. Statler, Authorized Agent, Tutor Perini Corporation

Building & Construction Trades Council of Greater New York, AFL-CIO

By: _____

- Business Manager

By: _____

- Secretary Treasurer

By: _____

- President

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Heat & Frost Insulators
Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46
By: Robert A. Sedwitz

Date: 10/13/10

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Pavers and Road Builders District Council

NYC

By: _____

Date: _____

Plumbers No. 1

By: George W. Kelly

Date: 10-13-10

Iron Workers District Council,

By: Edward J. Walsh

Date: 10-13-2010

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead
Abatement

By: _____

Date: _____

Delta JFK-IAT Redevelopment Program – Terminals 3 & 4

PROJECT LABOR AGREEMENT

FOR

DELTA JFK-IAT REDEVELOPMENT PROGRAM - TERMINALS 3 & 4
PROJECT

NEW YORK CITY

With

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY

EXECUTION COPY -- NOVEMBER, 2010

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PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, the Contractors as defined hereinafter are engaged in construction and have employed and now employ members of the construction industry represented by the unions affiliated with the New York City Building and Construction Trades Council; and

WHEREAS, contractors have or will have contracts with Delta Air Lines, Inc. (“Delta” or the “Owner”), or have or will have a subcontract with Delta contractors to perform construction services at the project identified below; and

WHEREAS, the New York City Building and Construction Trades Council (“BCTC”) has negotiated the terms of this Project Labor Agreement to promote the cost efficient, safe, quality, and timely completion of certain construction work; and

WHEREAS, to prevent conflict between Union and non-Union labor performing work on the common construction site during 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) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the project;
- (3) standardizing certain terms and conditions governing the employment of labor on the project;
- (4) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

Delta JFK –IAT Redevelopment Program – Terminals 3 & 4

- (5) ensuring a reliable source of skilled and experienced labor;
- (6) maximizing project safety conditions for both workers and others;
- (7) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner; and

WHEREAS, the BCTC and its affiliated Unions, together with the contractors desire to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

NOW, THEREFORE, it is agreed in consideration for the mutual promises and covenants made herein as follows;

ARTICLE I - PARTIES TO THE AGREEMENT

This Project Labor Agreement (“PLA” or “Agreement”) is entered into by and among the New York City Building and Construction Trades Council (“BCTC”) and its Affiliated Unions, the General Contractors as of the date of their signatures on this Agreement, and the subcontractors that have executed a Letter of Assent (“LOA”) approved by the BCTC in the form attached hereto as “Schedule “B” as of the date in each applicable LOA (all such General Contractors and subcontractors of all tiers collectively referred to as “Contractors”). It is understood that this Agreement supersedes any existing agreement covering work which is covered by this Agreement. The PLA will govern the relationship among the General Contractors, subcontractors, Affiliated Unions, and the BCTC with respect to construction work to be performed at JFK International Airport (the “Airport”) pursuant to construction contracts entered into by Delta with respect to the Delta JFK-IAT Redevelopment Program, Terminals 3 & 4 at the Airport as defined in Articles III and XVII, Section 1 of this Agreement (the “Project”). It is understood that this Agreement does not cover any non-construction work, or any

construction work that is not part of the contracts entered into by Delta with respect to the Project.

The BCTC, its Affiliated Unions, and the Contractors each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.

ARTICLE II - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various union parties, including the BCTC and its Affiliated Unions participating herein, are referred to singularly and collectively as “Affiliated Unions”; where specific reference is made to “Affiliated Unions” that phrase is sometimes used to denote a particular union affiliated with the BCTC; the term “General Contractor” refers to the construction managers and general contractors with which Delta enters into construction contracts with respect to the Project; and the term “Contractor(s)” shall include any and all construction managers, general contractors and subcontractors of all tiers, engaged in work within the scope of this Agreement as defined in Articles III and XVII, Section 1 (“Project Work”).

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the Building and Construction Trades Department; (2) the Agreement is approved and signed by the BCTC, and the Agreement is approved and signed by the participating Affiliated Unions set forth in the addendum for signatory affiliates, (3) the Agreement is executed by a Contractor either by signing this Agreement or an LOA approved by the BCTC.

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

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

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the applicable terms of the Collective Bargaining Agreements of the Affiliated Unions listed in Schedule “A,” collectively referred to as Schedule “A” Agreements represent the complete understanding of all parties. Schedule “A” Agreements are those agreements in the geographical area served by the BCTC which are for similar work and are generally applicable throughout that geographical area, but are not independent agreements. Where there are conflicts between and among this Agreement and the Schedule “A” Agreements, this Agreement governs. This Agreement supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, provided, however, where this Agreement is silent on a subject, the applicable collective bargaining agreement(s) shall govern, except for any work performed pursuant to this Agreement that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. Contractor shall not be liable for any violations of this Agreement by

any other Contractor; and the BCTC and Affiliated Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. BID SPECIFICATIONS

The General Contractors shall require in their bid specifications for all Project Work that all their subcontractors of whatever tier, awarded or performing Project Work shall become bound by this Agreement, and shall sign a “Letter of Assent” in the form annexed hereto as Schedule “B” (“LOA”) agreeing to be bound to and incorporating the terms of this Agreement by reference.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

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

SECTION 8. WORK PRESERVATION - SUBCONTRACTING

Contractors and subcontractors subject to this Agreement 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 pursuant to an LOA approved by the BCTC.

ARTICLE III - THE WORK

Subject to the exclusions set forth in this Article III, this PLA shall apply to the following Delta contracted construction work on-site at the Airport, including site work, demolition, excavation and construction work, including installation and testing of all electrical wiring and new equipment as set forth in the applicable Schedule “A” Agreements and interior build outs, as well as green building technologies used in new construction and/or renovation or retrofit work performed in Terminals 3 and 4 and the adjacent airfield at the Airport as follows: (1) modification and expansion of the existing Terminal 4 Headhouse; (2) extension of the existing Terminal 4 Concourse B to add nine new gates; (3) the demolition of Terminal 3; (4) the completion of a passenger connector from Terminal 2 to Terminal 4; (5) the paving of the demolished Terminal 3 site for aircraft parking, and (6) the realignment of existing taxilanes and provision of new throats to taxiways Alpha and Bravo. Notwithstanding the foregoing sentence, this PLA shall not apply to (a) programming and testing of programming of Information Technology systems and devices including data, voice, telephone, radio, public address, passenger screening, baggage monitoring and information, access control, security, flight monitoring and information, gate card readers and gate information, ticket printing, and electronic advertising networks, displays, and equipment belonging to Owner, the Transportation Safety Administration of the United States Government (“TSA”), Customs and Border Protection (“CB&P”), or JFK International Air Terminal, LLC (“JFK-IAT”), provided that Owner also retains the option to have its or its Vendors’ personnel install, test, and connect with a patch and/or power cord of no longer than 8 feet (head end and point of use) proprietary equipment that contains a warranty requiring certified personnel to handle and for which Affiliated Union personnel are not certified; (b) baggage handling system programming and testing of programming; (c) Aircraft Loading Bridge programming and testing of programming;

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(d) Pre-Conditioned Air and 400HZ Ground Power programming and testing of programming; (e) environmental testing; (f) any and all work performed by TSA, CB&P, JFK-IAT, and the Port Authority of New York and New Jersey (the “Port Authority”), their employees, tenants and contractors (it is understood that Delta is not to be considered a tenant for purposes of this clause); (g) Delta construction work which is not specifically part of the Project; (h) work performed by Delta employees and contracted technicians, and (i) any work related to operations and maintenance, which is not contracted construction work pursuant to the Project.

SECTION 1. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor, which do not perform work at this Project. It is agreed, for purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employer, single employer or alter-ego status between or among any Contractors or the Owner.

SECTION 2. EXCLUDED EMPLOYEES

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

- (a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft’s Schedule “A” Agreement; for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA.
- (b) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except as may be provided for in Schedule “A” agreements.

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- (c) Employees of Owner.
- (d) Employees of any construction manager or construction administrator, except those performing manual, on- site construction labor that comes within the scope of Project Work.
- (e) Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs on the Contractor's equipment.
- (f) Employees engaged in geophysical testing other than boring for core samples.
- (g) Employees engaged in environmental testing.
- (h) 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 at the commencement of the Project.
- (i) Employees performing work excluded from this PLA in Article III.

**ARTICLE IV - UNION RECOGNITION AND
EMPLOYMENT**

SECTION 1. PRE-HIRE RECOGNITION

All Contractors performing Project Work recognize the Affiliated Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within their recognized jurisdiction and within the scope of this Agreement as defined in Article III, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Affiliated Unions' area collective bargaining agreements and in accordance with the procedures set forth in those agreements. In the event that an Affiliated Union does not have a referral system or hiring hall, the current practice with respect to contractor hiring for that Affiliated

Union shall be observed. Notwithstanding this, Contractors shall have the sole right to reject for good cause any applicant referred by an Affiliated Union.

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

C. The Affiliated Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor. The signatories to this Agreement support the development of increased numbers of skilled construction workers to meet the need of the Project and of the industry generally. Toward that end, the parties agree to identify and promote through cooperative efforts, programs, procedures, and ways to assist interested local residents, including economically disadvantaged residents, in pursuing careers in the construction industry through approved apprenticeship programs; and the parties further agree that any recognized job referral system shall give priority to qualified residents from the community to the extent consistent with applicable law and rules or regulations of the Affiliated Unions' respective referral systems. The Affiliated Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor under this Agreement.

SECTION 3. NON-DISCRIMINATION

The Affiliated Unions represent that their respective Affiliated Union hiring halls and referral systems are and will continue to be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations including, but not

limited to, the requirements of the Port Authority, which require equal employment opportunities.

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

SECTION 4. UNION DUES

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

SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

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

SECTION 6. APPRENTICES

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

ARTICLE V - UNION REPRESENTATION

SECTION 1. AFFILIATED UNION REPRESENTATIVE

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

SECTION 2. STEWARDS

(a) Each Affiliated Union shall have the right to designate a journey person as a Steward and an alternate, and shall notify the Contractor which employs said Steward and alternate of the identity of the designated Steward and alternate prior to the assumption of such duties. All Stewards shall be working Stewards.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances from the employees working in their respective trade and to discuss and assist in the adjustment of said complaints or grievances with the Contractor's appropriate supervisor, provided there shall be no unreasonable interruption of the Project Work. The Contractor will not discriminate against the Stewards in the proper performance of Union duties.

SECTION 3. LAYOFF OF A STEWARD

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

ARTICLE VI - MANAGEMENT’S RIGHTS

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

B. The Parties hereby adopt and incorporate the BCTC’s Standard of Excellence annexed hereto as Schedule “C”, and the mutual obligations set forth therein for the safe, efficient and productive completion of the Project.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, demonstrations or other unlawful disruptive activity. There shall be no lockouts at the Project by 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.

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

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

SECTION 4. EXPEDITED ARBITRATION

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

(a) A party invoking this procedure shall notify Richard Adelman or Jack Tillem, who shall alternate (beginning with Arbitrator Adelman) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. If either Mr. Adelman or Mr. Tillem should become incapacitated, the BCTC and the General Contractors shall agree on a replacement Arbitrator. Copies of such notification will be simultaneously sent to the alleged violator and the BCTC.

(b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Affiliated Union involved, the BCTC and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice.

(c) All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Affiliated Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Affiliated Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

(d) The sole issue at the hearing shall be whether a violation of Section 1, above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Affiliated Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages or modify the disciplinary action taken (any damages issue 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 pertinent LOA, the Award, and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the Affiliated Union and Contractor involved.

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

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

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

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

**ARTICLE VIII - LABOR MANAGEMENT COMMITTEE
AND WORK ASSIGNMENTS**

SECTION 1. SUBJECTS

The Labor Management Committee (“Committee”) will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Affiliated Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) discuss matters relating to staffing, scheduling, safety and productivity. The Owner shall have the right to sit in as an observer at Committee meetings.

SECTION 2. COMPOSITION

The Labor Management Committee shall be jointly chaired by a designee from each General Contractor and the BCTC. The Committee may include representatives of the Affiliated Unions and Contractors involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed upon subcommittees.

SECTION 3. PRE-JOB CONFERENCES/JOB ASSIGNMENTS

All project work assignments shall be made by the Contractors 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 prior to commencement of work within the scope of this Agreement, 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 work subject to this Agreement, each Contractor shall inform the Labor Management Committee in writing of its planned assignment, and the Labor Management Committee may, prior to the Contractor beginning its work, schedule a conference with the Contractor, interested Affiliated Unions or

Building Trades Unions to discuss the assignment. Contractor shall make good faith efforts to ensure that such 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, 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 IX - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

Step 1:

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

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non-precedential except as to the specific Affiliated Union, employee and Contractor directly involved.

(b) Should any party to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other party to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

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

Step 3:

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

Step 4:

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

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the involved Contractor and involved Affiliated Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

ARTICLE X - JURISDICTIONAL DISPUTES

The New York Plan shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to any and all Contractors, subcontractors; Affiliated Unions performing work on the Project, and any and all jurisdictional disputes that

may arise on the project. In the event that a Building Trades Union whose members are employed on the Project is not a party to the New York Plan, for the limited purpose of this Project and without implications as to any other Project, the New York Plan shall apply to the settlement of jurisdictional disputes in which it is involved.

SECTION 1. NO DISRUPTIONS

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

ARTICLE XI - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

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

SECTION 2. TRUST FUNDS

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

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

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C. In consideration of the Affiliated Unions not striking over wage and Trust Fund delinquencies, the Affiliated Unions agree to give written notice to the General Contractor within forty-five (45) days of knowledge of any delinquency with respect to Project Work. The General Contractor will immediately withhold from outstanding monies due and unpaid to an alleged delinquent Contractor or any tier subcontractor at the time of receipt of the notice, the amount the Affiliated Union or Trust Fund Administrator claims that Contractor owes for hours worked (or paid) by its employees on the Project. Within seven (7) days after receipt of said notification from the Trust Funds or Affiliated Union, if not already paid prior to said date by the delinquent Contractor, the General Contractor shall continue to hold that amount until the resolution of the claim through the Trust Fund delinquency collection procedures contained in the Schedule “A” Agreements. Upon resolution, if an award of damages is issued in favor of the Union and/or its Funds, the General Contractor will cause the amount withheld (not to exceed the amount of the award) to be paid directly to the Union and/or Funds as awarded. If the General Contractor fails to comply with this provision, the involved Affiliated Union may withhold labor until such time as this provision is complied with.

ARTICLE XII - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

A. The standard workweek shall consist of no more than 40 hours of work at straight time rates: Monday through Friday, with a standard work day of 8 hours per day, plus ½ hour unpaid lunch each day.

B. In accordance with Project Work needs, the Contractor will have discretion in setting the start of the work day at the commencement of the job. The starting times for each work crew may range from 6:00 a.m. to 9:00 a.m. for the first shift, 2:00 p.m. to 5:00 p.m. for the second shift, and 10:00 p.m. to 12:00 a.m. for the third shift. Starting times for work crews

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within a trade may only be staggered with advance approval of the General Contractor and only where necessary for the scheduling or phasing of the job as determined by the General Contractor. For the purpose of this Section, the term “crew” will be given its ordinary meaning within each trade pursuant to their Schedule “A” Agreements and shall not be applied to individual tradespersons. Where an Affiliated Union already has agreed to staggered starting times in a Schedule “A” Agreement, deference shall be afforded to that Affiliated Union’s Schedule “A” Agreement.

C. Notice of changes in starting times per trade and/or crew will be given pursuant to the terms of the Schedule “A” Agreements or, in the event the Schedule “A” Agreement contains no applicable provision, upon at least five days notice to the affected trade and/or work crew, as applicable.

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 worked in excess of 8 hours in a day, as well as in excess of 40 hours in a week, only in accordance with the applicable Schedule “A” Agreements. There shall be no pyramiding of overtime.

SECTION 3. SHIFTS

The Contractor may schedule shift work in accordance with project needs, upon at least five days notice to the appropriate trades. Second and Third shift work Monday through Friday shall be no more than eight (8) hours in length and shall be paid at straight time plus a 15%

differential on wages and fringes, unless the applicable Schedule “A” Agreement provides for a lower shift differential in which case such lower differential rate shall apply.

SECTION 4. HOLIDAYS

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

New Year’s Day
Martin Luther King , Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Work performed on the above referenced Holidays shall be paid in accordance with the treatment of those holidays in the Affiliated Unions’ respective collective bargaining agreements. It is agreed that Christmas Eve and New Years Eve shall be treated in accordance with the applicable Schedule “A” Agreements.

SECTION 5. WEEKEND WORK

All work on Saturday, Sundays and Holidays shall be paid in accordance with the applicable Schedule “A” Agreements.

ARTICLE XIII - TEMPORARY SERVICES

Temporary services shall only be required in accordance with the applicable Schedule “A” Agreements. When requested they shall be provided by the employees represented by the appropriate Affiliated Union subject to the New York Plan.

ARTICLE XIV - SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times observed and maintained on the Project Work site and the employees and Affiliated

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Unions agree to cooperate fully with these efforts consistent with their rights and obligations under the law. The parties will advocate for strict compliance with applicable safety standards, including but not limited to “Build Safe New York”.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety and visitor rules as established by the Contractors and the Owner. Such rules will be posted in conspicuous places throughout Project Work sites.

Any and all security measures, background checks, work clearance card programs, or drug-alcohol programs required by the Port Authority, JFK-IAT and/or the Owner will be complied with by all Contractors and Affiliated Unions.

ARTICLE XV - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XVI - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be

rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. NON-WAIVER

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

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

ARTICLE XVII - DURATION

SECTION 1. DURATION

This PLA shall apply to Project Work commencing after November ____, 2010, and shall thereafter remain in effect for the duration of the covered work performed on the Project, which is projected to be completed on or before December 31, 2015.

SECTION 2. EXTENSION OF AREA CONTRACTS

A. If there are any changes in the rate or other terms and conditions of employment that are negotiated in any area collective bargaining agreement after the start of the construction

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Project, such change shall be applicable to work on this Project, unless such change conflicts with a term of this Agreement.

B. There shall be no strikes or lockouts on this Project by reason of disputes during negotiations for area collective bargaining agreements.

ARTICLE XVIII - HELMETS TO HARDHATS

Section 1.

The Contractors and the Affiliated 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 Contractors and Affiliated 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 Affiliated Unions and Contractor 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 BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER
NEW YORK AND VICINITY

BY: _____
Gary LaBarbera, President

Date: _____

AFFILIATES: See attached
addendum for

Union signatory affiliates

CONSTRUCTION MANAGER/
GENERAL CONTRACTOR

CONSTRUCTION MANAGER/
GENERAL CONTRACTOR

BY: _____

BY: _____

FOR: _____

FOR: _____

Dated: _____

Dated: _____

CONSTRUCTION MANAGER/
GENERAL CONTRACTOR

CONSTRUCTION MANAGER/
GENERAL CONTRACTOR

BY: _____

BY: _____

FOR: _____

FOR: _____

Dated: _____

Dated: _____

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CONSTRUCTION MANAGER/
GENERAL CONTRACTOR

BY: _____

FOR: _____

Dated: _____

ADDENDUM

UNION AFFILIATES:

Boiler makers Local No. 5

By: _____

Date: _____

Bricklayers Local No. 1

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District Council
NYC

By: _____

Date: _____

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Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers Local No. 4

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

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Painters Structural Steel No. 806

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Streamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

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SCHEDULE “A”

**LIST OF APPLICABLE LOCAL COLLECTIVE BARGAINING
AGREEMENTS**

SCHEDULE “B”

Project Labor Agreement - - Letter of Assent

Dear _____:
BCTC Chairman

The undersigned party confirms that it agrees to be a party to and be bound by the Delta JFK-IAT Redevelopment Program – Terminals 3 & 4 Project Labor Agreement (“Project Labor Agreement”) as such Project Labor 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 as defined in the Project Labor Agreement (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 Project Labor 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.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Project Labor 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 engages to work on the PROJECT. Labor harmony disputes/issues shall be subject to the Labor Management Committee’s Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in the Project Labor 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.

Dated: _____

(Name of Contractor or subcontractor)

SCHEDULE “C”

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;

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- 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 Standard of Excellence.