

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

GARY LaBARBERA
PRESIDENT

AFFILIATED WITH THE
BUILDING CONSTRUCTION TRADES DEPARTMENT
OF WASHINGTON D.C.

BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NEW YORK STATE

AMERICAN FEDERATION OF LABOR OF CONGRESS
OF INDUSTRIAL ORGANIZATION

August 8, 2012

To: All Affiliates

From: Gary LaBarbera

Re: Finalized Project Labor Agreement

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

- **The Columbia Academic Mixed-Used Development PLA – Lend Lease LMB Inc.**

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

Yours in Solidarity


Gary LaBarbera



PROJECT LABOR AGREEMENT

FOR

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PROJECT

NEW YORK CITY

BETWEEN

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

AND

VARIOUS CONSTRUCTION MANAGERS PERFORMING PROJECT WORK

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I. PARTIES TO THE AGREEMENT	2
ARTICLE II. GENERAL CONDITIONS.....	3
SECTION 1. DEFINITIONS.....	3
SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE.....	4
SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT	4
SECTION 4. SUPREMACY CLAUSE.....	5
SECTION 5. LIABILITY	5
SECTION 6. THE CONSTRUCTION MANAGER.....	6
SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS	6
ARTICLE III. THE PROJECT WORK.....	7
SECTION 1. PROJECT WORK SCOPE.....	7
SECTION 2. NON-APPLICATION TO CERTAIN ENTITIES	8
SECTION 3. EXCLUDED EMPLOYEES AND WORK.....	8
ARTICLE IV. LABOR REFERRALS	10
ARTICLE V. NON-DISCRIMINATION	12
ARTICLE VI. UNION RECOGNITION AND EMPLOYMENT.....	12
SECTION 1. PRE-HIRE RECOGNITION	12
SECTION 2. UNION DUES	13
SECTION 3. UNION REFERRAL	13
SECTION 4. APPRENTICE PROGRAMS AND LOCAL RESIDENT LABOR	14
SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS.....	16
ARTICLE VII. MANAGERMENTS' RIGHTS	16
SECTION 1. RESERVATION OF RIGHTS	16

SECTION 2. MATERIALS, METHODS & EQUIPMENT	17
SECTION 3. PROJECT SITE IDENTIFICATION; BADGING.....	17
SECTION 4. DRUG AND ALCOHOL TESTING.....	17
SECTION 5. BACKGROUND CHECKS AND SCREENING	18
ARTICLE VIII. WORK STOPPAGES AND LOCKOUTS	19
SECTION 1. NO STRIKES-NO LOCK OUT	19
SECTION 2. DISCHARGE FOR VIOLATION.....	19
SECTION 3. NOTIFICATION	19
ARTICLE IX. PROJECT LABOR MANAGEMENT COMMITTEE	20
SECTION 1. COMPOSITION	20
SECTION 2. SUBJECTS	20
ARTICLE X. GRIEVANCE & ARBITRATION PROCEDURE.....	21
SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES	21
SECTION 2. LIMITATION AS TO RETROACTIVITY.....	23
SECTION 3. PARTICIPATION BY CONSTRUCTION PROJECT MANAGER.....	23
SECTION 4. COMPLIANCE WITH NEW YORK PLAN	23
SECTION 5. SUBMISSION TO ALTERNATIVE DISPUTE RESOLUTION.....	24
ARTICLE XI. WORK STOPPAGE, LOCKOUTS AND TRUST FUND DISPUTES.....	24
SECTION 1. EXPEDITED ARBITRATION	24
ARTICLE XII. JURISDICTIONAL DISPUTES	26
SECTION 1. NO DISRUPTIONS.....	26
SECTION 2. ASSIGNMENT.....	26
ARTICLE XIII. WAGES AND BENEFITS	28
SECTION 1. CLASSIFICATION AND BASE HOURLY RATE	28
SECTION 2. TRUST FUNDS.....	28

ARTICLE XIV. HOURS OF WORK.....	29
SECTION 1. WORK WEEK AND WORK DAY	29
SECTION 2. OVERTIME.....	30
SECTION 3. SHIFTS	30
SECTION 4. SATURDAY WORK.....	31
SECTION 5. REPORTING PAY	31
SECTION 6. PAYMENT OF WAGES.....	32
SECTION 7. EMERGENCY WORK SUSPENSION	32
SECTION 8. INJURY/DISABILITY.....	32
SECTION 9. TIME KEEPING.....	33
SECTION 10. MEAL PERIOD.....	33
SECTION 11. BREAK PERIODS	33
ARTICLE XV. HOLIDAYS	33
SECTION 1. SCHEDULE.....	33
SECTION 2. PAYMENT	34
SECTION 3. EXCLUSIVITY	34
ARTICLE XVI. APPRENTICES	34
SECTION 1. RATIOS.....	34
ARTICLE XVII. SAFETY PROTECTION OF PERSON AND PROPERTY.....	35
SECTION 1. SAFETY REQUIREMENTS.....	35
SECTION 2. CONTRACTOR RULES.....	35
SECTION 3. INSPECTIONS	35
ARTICLE XVIII. TEMPORARY SERVICES	36
ARTICLE XIX. NO DISCRIMINATION	36
SECTION 1. COOPERATIVE EFFORTS.....	36

SECTION 2. LANGUAGE OF AGREEMENT.....	36
ARTICLE XX. GENERAL TERMS.....	37
SECTION 1. PROJECT RULES.....	37
SECTION 2. TOOLS OF THE TRADE.....	37
SECTION 3. SUPERVISION.....	37
SECTION 4. TRAVEL ALLOWANCES.....	38
SECTION 5. FULL WORK DAY.....	38
SECTION 6. COOPERATION AND WAIVER.....	38
ARTICLE XXI. SAVINGS AND SEVERABILITY.....	39
SECTION 1. THIS AGREEMENT.....	39
SECTION 2. NON-LIABILITY.....	39
SECTION 3. NON-WAIVER.....	39
ARTICLE XXII. FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS.....	40
SECTION 1. CHANGES TO AREA CONTRACTS.....	40
SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS.....	41
ARTICLE XXIII. TERM OF AGREEMENT.....	41

Appendix 1	Project Site
Appendix 2	Columbia Project Labor Agreement - - Letter of Assent
Appendix 3	Minorities and Local Labor Forces; Owner and Construction Manager Goals
Schedule A	Collective Bargaining Agreements
Exhibit A	Community Partnership Agreement
Exhibit B	BCTC's Standards of Excellence
Sideletter Attachment to Schedule "A" IBEW Local 3 Collective Bargaining Agreement	

PROJECT LABOR AGREEMENT

This Project Labor Agreement (the "Agreement") dated as of _____, 2012 is made between a Construction Manager designated to be responsible for portions of the work described below, and all successors and assigns (the "Initial Construction Manager"), and together with such additional Construction Managers (as defined below) which may become signatories to this Agreement, (collectively being the "Construction Manager"), and the Building and Construction Trades Council of Greater New York and Vicinity (the "Council") and its affiliated Local Unions which are signatory hereto (collectively, the "Local Unions").

PREAMBLE

WHEREAS, The Trustees of Columbia University in the City of New York, a New York nonprofit educational institution (the "Owner") have engaged the Construction Manager as construction project manager for portions of the Project, as defined below, and may engage such other general contractors or construction managers with respect to the other portions of the Project; and

WHEREAS, the Owner requires the Construction Manager, and Construction Manager desires, to provide for the cost-efficient, safe, quality, and timely completion of certain construction work for the Project; and

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

- (1) expediting the construction process and otherwise minimizing the disruption to the Project;
- (2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the Project;

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

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

(5) ensuring a reliable source of skilled and experienced labor consistent with Columbia's workforce objectives; and

WHEREAS, the Council, its affiliated Local Unions which are signatory to this Agreement (such parties, together with the Construction Manager, and all other signatories hereto and future signatories hereto, being the "Parties" and each of such Parties, being a "Party"), desire to provide for stability, security and work opportunities which are afforded by a "Project Labor Agreement"; and

WHEREAS, these Parties desire to maximize Project safety conditions both for workers and others;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I.

PARTIES TO THE AGREEMENT

This Agreement is a "Project Labor Agreement" for construction work to be performed with respect to the Columbia Academic Mixed-Use Development Project, the construction of the integrated teaching and academic research campus consisting of approximately 6.8 million gross square feet of new facilities, above and below grade, located at the Project Site, as defined in Appendix 1 hereto (the "Project").

The Project is to be developed and constructed on behalf of the Owner, by its Construction Manager together with the Contractors and the Unions (as hereinafter defined) that are or become

signatories hereto. This Agreement governs the relationship between and among the Construction Manager, Contractors, the Local Unions and Council, all as signatories hereto with respect to the construction of the Project, to the extent such construction work constitutes Project Work as defined below. The Parties understand and agree that this Agreement shall apply only to the Project Work and shall remain effective until completion of all such construction as described herein.

Each Party hereto warrants and represents that it has been duly authorized to enter into this Agreement on behalf of and to bind its respective organization.

The Construction Manager, on behalf of the Owner, acknowledges that the defined scope of work is a material term of this Agreement, and Appendix 1 is incorporated by reference as if fully set forth herein.

ARTICLE II.

GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, (i) the various Union Parties, including the Council and its affiliated Local Unions which are signatories hereto, are referred to singularly and collectively as "Union(s)"; (ii) where specific reference is made to "Local Unions" that phrase is sometimes used to denote a particular union affiliated with the Council; (iii) the term "Construction Manager" shall mean (a) the undersigned Initial Construction Manager, together with any successors or assigns, and (b) pursuant to Appendix 1 annexed hereto, any additional or subsequent construction manager; this Project Labor Agreement, therefore, shall apply to any Construction Manager or General Contractor under agreement with the Owner to perform Project Work; and (iv) the term "Contractor(s)" shall include any general contractors and all other contractors, including without limitation subcontractors of whatever tier, engaged in work within the scope of this Agreement as defined in

Article III, whether employed or engaged by the Construction Manager or as a subcontractor of any contractor engaged thereby. The work covered by this Agreement is referred to herein as "Project Work" as hereinafter defined in Article III. All such parties, as identified above, engaged after the date of initial execution of this Agreement shall be required to acknowledge and agree to the terms and conditions of this Agreement and become signatories to this Agreement, as a condition precedent to performing or providing any Project Work; they shall also be required to sign the Letter of Assent attached hereto as Appendix 2.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not be enforceable against the Parties referenced herein unless and until it has been approved and signed by the Council, and those of its affiliated Local Unions participating herein, together with the Initial Construction Manager. In addition, this Agreement must be approved by the Building and Construction Trades Department, AFL-CIO. Thereafter, all Project Work shall be subject to the terms and conditions of this Agreement, including without limitation the requirement for execution by all additional and future signatories as contemplated herein.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the Council, the signatory Local Unions, the Construction Manager, and all Contractors performing Project Work, as defined in Article III. The Construction Manager and Contractors shall include, in any bid specifications, contracts and/or subcontracts, that are let for performance during the term of this Agreement, a requirement that the contractors and subcontractors, of any tier, become signatory to and bound by this Agreement with respect to the Project Work as set forth in Article III. This Agreement shall be administered by the Construction Manager, including all such other assignees or designees as may be named by the

Construction Manager, and all other parties who may be designated as a Construction Manager for this Project.

SECTION 4. SUPREMACY CLAUSE

This Agreement, including all appendices, schedules, exhibits and attachments hereto, together with the local Collective Bargaining Agreements of the signatory Local Unions appended hereto and collectively referred to as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, except for any work performed that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein. The Schedule A Collective Bargaining Agreements and any and all successor agreements thereto are incorporated herein by reference to the extent not in conflict with this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A Collective Bargaining Agreement, the provisions of this Agreement shall prevail. Where this Agreement is silent on a subject, the applicable Schedule A Collective Bargaining Agreement(s) shall govern.

SECTION 5. LIABILITY

The liability of any Construction Manager, Contractor and the liability of any Local Union under this Agreement shall be several and not joint. The Construction Manager shall not be liable for any violations of this Agreement by any other Construction Manager or Contractor not engaged

directly or indirectly by the Construction Manager. The Council and signatory Unions shall not be liable for any violations of this Agreement by any other Union. Notwithstanding the aforementioned, the above limitations of liability shall not limit the Construction Manager's or any Contractor's liability to the Owner for a breach of any agreement between any such Construction Manager or Contractor, on the one hand, and the Owner on the other resulting from a breach of this Agreement by such parties, or parties under their control.

SECTION 6. THE CONSTRUCTION MANAGER

The Construction Manager represents and warrants that it will include in its bid specifications for all Project Work within the scope of Article III, that all successful bidders, and their contractors and subcontractors of whatever tier, shall (i) be bound by, and required to become signatory to this Agreement as a defined Contractor and (ii) if not signator to a Collective Bargaining Agreement, enter into such Schedule A Collective Bargaining Agreements with the appropriate Unions applicable to the Project Work for the duration of such work commenced during the term of this Agreement. The Owner shall not be liable for any violation of this Agreement by the Construction Manager or any Contractor, or Union.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Construction Manager and Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, which bid may be awarded and this Agreement made applicable without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidders are members of any unions. This Agreement shall not apply to the work of any Contractor that is not Project Work. The Unions will accept from successful bidders that are otherwise non-union contractors a "Letter of Assent," as provided in Appendix 2, wherein the

Contractor agrees to enter into the applicable Schedule A Collective Bargaining Agreement and the PLA as the successful bidder solely with regard to, and applicable only to Project Work for the duration of any such work commenced during the term of this Agreement.

ARTICLE III.

THE PROJECT WORK

SECTION 1. PROJECT WORK SCOPE

“Project Work” means and shall consist of all construction work for the Project included in the Phase I Site Development Work and Phase II Site Development Work, as defined in Appendix 1, but shall specifically exclude (i) the Project Work Exclusions, as defined in Appendix 1 hereto, and (ii) work on the Project Site expressly excluded in Article III, Section 3 of this Agreement. This Agreement and any underlying Schedule A Collective Bargaining Agreements hereto shall apply solely to the Project Work for the term of this Agreement or until the work commenced during the term of this Agreement is completed, whichever is later, notwithstanding any broader jurisdictional provisions or language to the contrary set forth in the Schedule A Collective Bargaining Agreements.

(a) The Construction Manager will ensure that the Project Work will be performed by contractors which are or become signatories to such applicable Schedule A Collective Bargaining Agreements, using building trades craftspeople who are or become members of one of the signatory Local Unions affiliated with the Council.

(b) Work will be assigned to contractors employing craftspeople represented by unions currently or historically affiliated with the Council, provided however, that regardless of current affiliation, the Construction Manager and Contractors shall be responsible for awarding

contracts and assigning Project Work pursuant to traditional jurisdictional lines as consistent with the NY Plan, as defined in Article XII below, and decisions (if any) thereof.

SECTION 2. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the Construction Manager or any Contractor, which do not or are not performing Project Work, unless it can be established under applicable law that such entities are alter egos, single employers, or successors to the Construction Manager or a Contractor solely with respect to Project Work that the Construction Manager or a Contractor is performing at the Project Site. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employer, single employer or alter ego status among the Construction Manager and/or any Contractor. As the work under contracts which comprise the Project Work is completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing by the Construction Manager, as the case may be (copy to Local Union involved) to the Contractor(s) for performance under the terms of this Agreement.

SECTION 3. EXCLUDED EMPLOYEES AND WORK

This Agreement applies only to construction of the Project, and shall be limited to Project Work performed at the Project Site, and not to the ongoing business operations of the Owner or the Construction Manager or Contractors, or their respective subsidiaries or affiliates; the normal, customary maintenance, repair, alterations, renovations, and operation of Owner's facilities; or any other work at the Project Site, following completion of construction of any building or portion or phase thereof, or other portion or phase of the Project (in each such case, completion is determined by Owner's acceptance pursuant to its contract with the Construction Manager, and/or issuance of a

temporary certificate of occupancy); provided, however, that nothing in this Section shall be interpreted to permit the Construction Manager to deprive "finish trades" including, but not limited to, painters, wall cover hangers, floor coverers and tile-setters, of the award of work historically performed by Local Unions representing these trades in areas of a structure covered by a temporary Certificate of Occupancy. The following persons are not subject to the provisions of this Agreement, even though performing work ancillary to Project Work:

(a) Superintendents, management employees, supervisors, professional engineers and/or licensed architects and/or persons 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 Schedule A Collective Bargaining 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 Agreement.

(b) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of Project components, materials, equipment or machinery or involved in deliveries to and from the Project Site, except as provided for in Article VII, Section 2, herein.

(c) Employees of the Owner or Construction Manager, provided however that with respect to the Construction Manager, those employees performing manual, on-site construction labor will be covered by this Agreement.

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

warranty repairs on the Contractor's equipment, and is otherwise covered under the Schedule A Collective Bargaining Agreements.

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

(f) Employees engaged in work, which is ancillary to Project Work or to the Project Site and performed by third parties, such as electric utilities, gas utilities, telephone companies and railroads, up to a demarcation point in the Project predetermined by the Construction Manager.

(g) Employees engaged in installing Owner-provided furniture, fixtures, and equipment ("FF+E"), subject to Article III, Section 3, above, regarding the "finish trades," including employees involved in technology installation to the extent that such installation is not within the scope of the Project Work and including employees of vendors installing MRI and other research equipment furnished by Columbia; FF+E is defined as movable furniture, fixtures or other equipment, including research, medical or scientific, that have no permanent connection to the structure of a building, its systems and/or utilities; such FF+E may on occasion be purchased by Construction Manager for the convenience of the Owner.

(h) Employees of the Owner who will operate the Central Energy Plant upon completion of such Plant, but before completion of the Project.

ARTICLE IV.

LABOR REFERRALS

(a) The Council and the Construction Manager will work cooperatively and in good faith towards attaining the goals and objectives set forth for work opportunities by the Owner and the Mayor's Commission on Construction Opportunity. The Council will work with the

Construction Manager and its Contractors to provide work opportunities for both local community residents and certified MBE/WBE and LBE contractors with respect to the Project. The parties hereto understand and agree that they will use their best efforts to facilitate achieving the training and employment goals of the Owner and Construction Manager, including the use of reasonable good faith efforts so that, to the extent possible within the parameters of the Union's apprentice programs and membership recruitment programs, the Owner and Construction Manager may achieve their hiring goals set out in Appendix 3 attached hereto; provided, however, the parties acknowledge that certain specialty construction services (e.g., slurry wall and curtain wall construction) by their nature may not be viewed as part of such goal.

(b) Upon requests of Contractors therefore, the Local Unions that operate work referral systems will give preference to local community residents in their respective Local Unions for referral to work for Contractors performing Project Work, to the extent permitted by law. Each affiliate receiving such a request will process the request expeditiously and will refer local community residents, to the extent available, to the requesting Contractor. The Owner and the Construction Manager may facilitate such referrals by, among other things, maintaining and regularly sharing with the Local Unions a local referral registry which may be utilized by the Owner and Construction Manager to establish priority status to hire existing qualified local community residents; provided, however, that nothing contained herein shall supersede any legal obligation of any Local Union arising by collective bargaining agreement or otherwise.

(c) In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals established by Owner in Appendix A, within 48 hours of request for same, the Contractor may employ qualified minority or female applicants from any other available source.

(d) The Council will provide information and access to programs such as the Edward J. Malloy Initiative for Construction Skills Program (formerly known as CS2K), Helmets to Hardhats, Nontraditional Employment for Women ("NEW"), and other efforts undertaken consistent with the initiatives established October 5, 2005 (Release No. 385) through the Mayor's Commission on Construction Opportunity. The Project Labor Management Committee described in Article IX, below, may periodically review workforce diversity as may be warranted.

(e) Periodically, and as may reasonably be requested by the Owner and/or Construction Manager, the Council and Local Unions will provide the Owner and the Construction Manager with total numbers of Local Union members employed at a given point in time on the Project who have residence addresses within each of the zip codes as set forth in Appendix 3, sorted by such respective zip codes (or re-designations of such zip codes comprising the same geographic territories, as may be implemented during the term of this Agreement).

ARTICLE V.

NON-DISCRIMINATION

The signatory Local Unions represent that their respective Local Union hiring halls, referral systems (if any) and apprentice programs 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.

ARTICLE VI.

UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Construction Manager and the Contractors recognize the Unions as the sole and

exclusive bargaining representatives of all trade/craft employees who are performing Project Work as defined in Article III, with respect to that work respectively.

SECTION 2. UNION DUES

All employees of all Contractors performing work covered by this Agreement shall be subject to the "union security" provisions contained in the applicable Schedule A Collective Bargaining 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 initiation fees uniformly required for union membership in the Local Union which represents the trade/craft in which the employee is performing Project Work. No employee shall be discriminated against at any Project Site because of the employee's union membership or lack thereof.

SECTION 3. UNION REFERRAL

(a) Subject to Article IV above, Section 4 below, and Appendix 3 attached hereto, 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 signatory Local Unions area collective bargaining agreements. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff; and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays, and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other

provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

(b) Subject to Appendix 3 attached hereto, notwithstanding Article IV.(b) above, certified MWBE Contractors that are not signatory to any Schedule A Collective Bargaining Agreements, with contracts valued at or under \$500,000, may request by name, and the Local Union will honor, referral to the second, fourth, sixth, and eighth employee, who have applied to the Local Union for Project Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) have worked a total of at least 1,000 hours in the Construction field during the prior three years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

For such contracts valued at above \$500,000 but less than \$1 million, the Local Union will honor referrals by name of the second, fifth, and eighth employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with this Section.

(c) Where a certified MWBE Contractor voluntarily enters into a Collective Bargaining Agreement with a BCTC Union, the employees of such Contractor at the time the Collective Bargaining Agreement is executed shall be allowed to join the Local Union for the applicable trade, subject to satisfying the Local Union's basic standards of proficiency for admission.

SECTION 4. APPRENTICE PROGRAMS AND LOCAL RESIDENT LABOR

(a) The signatory Local Unions shall provide apprenticeship positions and shall promote referrals and employment of local community residents through established apprentice programs, referral systems and hiring halls, including as set forth below, and to recruit and train

local labor through programs including the Edward J. Malloy Initiative for Construction Skills Program, NEW, Helmets to Hardhats, or such comparable programs to be named by the Council, and procedures by which such Local Unions will consider qualified referrals from the Columbia University Career and Business Center, or such comparable entity to be named by the Owner, consistent with the provisions of this Agreement.

(b) Upon request of contractors performing work on the project, the Local Unions that operate work referral systems will give preference to local community residents in their respective Local Unions for referral to the Construction Manager or Contractors performing work at the project within the scope of the PLA to the extent permitted by law. Each Local Union receiving such a request will process the request expeditiously and will refer local community residents, to the extent available, to the Construction Manager or Contractor. The Owner's workforce development program and the Construction Manager may facilitate such referrals, by among other things, maintaining and regularly sharing with the Local Unions a local referral registry which may be utilized by the Owner and Construction Manager to establish priority status (by mutual agreement with the Local Unions respectively) and to recruit and train local community residents in apprenticeship programs.

(c) In addition, the Council will work cooperatively with the Owner and the Construction Manager to ensure that the pre-apprenticeship and apprenticeship programs of the Local Unions' affiliates use their best efforts to meet the goal of providing at least 35 apprenticeship training opportunities per year to local community residents who qualify for the Owner's workforce development program and/or the recruitment criteria of the Council's affiliates' programs. In this regard, the Edward J. Malloy Initiative for Construction Skills Program has placed over 1,000 New York City residents into union apprentice programs with affiliates of the Council since 2001, an

average of at least 125-150 new apprentices per year and 87% of the 1,000 recruited are minorities. Of those 1,000 individuals, 83% have remained employed in the industry for long term, well-paid careers in the unionized trades throughout the City of New York. The Program continues to enroll prospective apprentices from high schools all over the City including the Bronx and Manhattan, as well as residents of the New York City Housing Authority.

SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of forepersons, where applicable, and the number of forepersons required shall be solely the responsibility of the Construction Manager and Contractors. Trade/craft forepersons shall work pursuant to the terms and conditions established under the relevant Schedule A Collective Bargaining Agreement.

ARTICLE VII.

MANAGEMENTS' RIGHTS

SECTION 1. RESERVATION OF RIGHTS

(a) Except as expressly limited by a specific provision of this Agreement and/or the applicable Schedule A Collective Bargaining Agreements, the Construction Manager and Contractors retain full and exclusive authority for the management of their respective operations including, but not limited to, the right to direct the work force, including the determination as to the number of employees to be hired and the qualifications of these employees; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment (subject to New York Plan provisions) and schedule of work; the promulgation of reasonable Project Work rules that are not inconsistent with this Agreement; 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 workers shall be permitted or observed.

(b) The Parties hereby adopt and incorporate the Council's Standard of Excellence annexed hereto as Exhibit B, and the mutual obligations set forth therein for the safe, efficient and productive completion of the Project.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

This Agreement shall not limit or restrict the Construction Manager's or Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, the Construction Manager's or Contractors' use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or preassembled materials or products; or use of tools or other labor-saving devices designated by the Construction Manager or Contractor, except as such choices or uses may be limited by an existing, valid union standards clause contained in a Schedule A Collective Bargaining Agreement, including, but not limited to, on-site bending of rebar, and offsite fabrication of ductwork in Sheet Metal Workers Local 28 shops.

SECTION 3. PROJECT SITE IDENTIFICATION; BADGING

The Construction Manager may implement a comprehensive badging/photo identification system to control worker access to the Project site, subject to the review and agreement of the Council, which shall not be unreasonably withheld.

SECTION 4. DRUG AND ALCOHOL TESTING

The Construction Manager may establish as a bid condition a Contractor's obligation to subject its employees to drug and alcohol testing (which may be conducted on a random basis) in order to create and maintain as safe a work place as possible for the Project, subject to the review

and agreement of the Council, which shall not be unreasonably withheld. Any such testing program, if so required by the Construction Manager and whenever implemented, shall be included as a condition in all bids sought by the Construction Manager and Contractors. The Construction Manager's drug and alcohol testing program shall be consistent with established testing programs or policies, if any, set forth in any Schedule A Collective Bargaining Agreement, with respect to any employees covered thereby. To the extent that any Parties hereto have existing drug and alcohol testing programs, which are actively enforced and administered by such parties, pursuant to which a Contractor's employees are tested not less than annually, the Construction Manager shall accept a certification from such Contractor as to results of testing for its employees to be employed to perform Project Work in lieu of initial testing by the Construction Manager. All testing performed on behalf of the Construction Manager or Contractors shall be conducted by personnel and/or entities experienced with such alcohol and drug testing and monitoring procedures. There shall be a zero tolerance policy for use of alcohol and drugs on the Project Site or for working while impaired by alcohol or drugs. Employees may pursue a grievance under the grievance arbitration provisions of the applicable Schedule A Collective Bargaining Agreement in the event of any disciplinary action by a Contractor or Construction Manager pursuant to this provision.

SECTION 5. BACKGROUND CHECKS AND SCREENING

The Construction Manager may conduct basic background checks and screening for all individuals to be engaged by any Contractor to perform Project Work. Such background checks may include requiring such individuals to provide personal information necessary to investigate eligibility for employment under any applicable immigration laws and prior criminal history, and any such program for background checks will be negotiated with the Local Unions through the Council. There shall be no financial or credit background checks permitted.

ARTICLE VIII.

WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project, including without limitation at the Project Site with respect to Project Work by any Union. There shall be no lockout at the Project by any Contractor or the Construction Manager. The Construction Manager, Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area, including the Project Site, for the duration of this Agreement. This provision does not apply to work that is excluded, now or in the future, from the defined scope of Project Work as set forth in Article III and Appendix 1, except for work described in subsection (a) of Appendix 1, "Project Site."

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

If the Construction Manager or any Contractor contends that any Union or member of such Union has violated this Article, it will notify the Local Union involved of such contention, with copies of the notification to the Council. The Local Union shall instruct its members, and the Council shall request and use its best efforts to cause the Local Union and its members, to

immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council or its other affiliates.

ARTICLE IX.

PROJECT LABOR MANAGEMENT COMMITTEE

SECTION 1. COMPOSITION

The Council and Construction Manager shall establish a Project Labor Management Committee which shall initially consist of two (2) members and shall be jointly chaired by the designees of the Construction Manager and the Council. The Project Labor Committee shall be expanded to include an additional representative from each subsequent Construction Manager that becomes a party to this Agreement. The Project Labor Management Committee may conduct business through mutually agreed upon subcommittees.

SECTION 2. SUBJECTS

The Project Labor Management Committee will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; and (3) discuss matters relating to staffing and scheduling with safety and productivity as considerations. The Project Labor Management Committee may also bargain regarding alternative dispute resolution mechanisms for workers' compensation that complies with New York State Law.

ARTICLE X.

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 which shall be resolved by the NY Plan, or alleged violations of either Article VIII, Section 1 or Article XIII, which shall be arbitrated in accordance with the proceedings set forth under Article XI) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within fourteen (14) calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within fourteen (14) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within fourteen (14) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor, with a copy to 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 parties to this Agreement as creating a precedent.

(b) Should any Union signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VIII, Section 1 or Article XIII) with any signatory employer to this Agreement, or vice versa, and, if after conferring, a settlement is not reached within fourteen (14) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Manager (or designee), shall meet within fourteen (14) calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

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

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 twenty-one (21) calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to Richard Adelman, Howard Edelman, or Roger Maher (selected in alphabetical order) who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and

binding on the involved Contractor, Construction Manager, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved parties.

(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 Construction Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him/her and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

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

SECTION 3. PARTICIPATION BY CONSTRUCTION PROJECT MANAGER

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

SECTION 4. COMPLIANCE WITH NEW YORK PLAN

If a signatory Local Union refuses to participate in the procedures of the New York Plan as set forth in this Agreement, or a Union and/or Contractor fails to abide by a decision thereof, the Project Work may be reassigned to a different Contractor and/or Union by the Construction Manager; the Construction Manager shall include the right to effect such a re-assignment in its trade agreements with Contractors performing Project Work.

SECTION 5. SUBMISSION TO ALTERNATIVE DISPUTE RESOLUTION

In addition to the procedures set forth above, Construction Manager and Contractors shall require all employees performing Project Work to submit to alternative dispute resolution procedures for workers compensation claims as may be required under any Project insurance policy or coverage package; provided that there is no contractual prohibition to such requirement; provided further, however, such individuals shall not be required to accept any offer of settlement proposed in such proceedings.

ARTICLE XI.

WORK STOPPAGE, LOCKOUTS AND TRUST FUND DISPUTES

SECTION 1. EXPEDITED ARBITRATION

Any Parties alleging a violation of Article VIII, Section 1, or any Contractor disputing any amount claimed to be due to the Trust Funds as set forth in Article XIII, shall 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, Howard Edelman, or Roger Maher, to be selected in alphabetical order, as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator, and Council, as well as to the Construction Manager (to the extent such parties are not the alleged violator).

(b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Local Union involved, the Council, and the Construction Manager, hold a hearing within forty-eight (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 twenty-four (24)

hours after the notice to the Council, as required by Article VIII, Section 3 where the dispute involves a violation of Article VIII, Section 1, and shall not be conducted on weekends or Holidays.

(c) All notices pursuant to this Article may be provided by telephone, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager, alleged violator, and Local Union involved. The hearing shall be completed in one (1) session, which shall not exceed eight (8) hours duration (not more than four (4) hours being allowed to either side to present its case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing after proper notice 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 Article VIII, Section 1 or Article XIII, has occurred, as the case may be. With respect to a violation of Article VIII, Section 1, 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, Union and other notice parties involved. With respect to a violation of Article XIII, the Arbitrator shall have the authority to issue a determination as to what trust fund contributions, if any, are due. Any such award or determination shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any involved party desires an opinion, one shall be issued within fifteen (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 (i.e., the City, County and State of New York and/or Federal courts within such jurisdiction) upon the filing of this Agreement together with the Award. Notice of the filing of

such enforcement proceedings shall be given to the Union or Contractor and such other notice parties involved, including the Construction Manager.

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

(g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union, and any such other arbitral party as may be determined to be a violator.

ARTICLE XII.

JURISDICTIONAL DISPUTES

The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to the Construction Manager, all Contractors and Unions performing the Project Work.

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 Project Work shall continue uninterrupted and as assigned by the authorized party.

SECTION 2. ASSIGNMENT

All Project Work assignments shall be made by the Construction Manager and/or relevant Contractors pursuant to the Green Book decisions, if any, of the New York Plan. The Parties recognize and agree that compliance with the New York Plan is a material term of this Agreement.

Accordingly, it is understood and agreed that should any signatory Union hereto believe an assignment of Project Work violates the New York Plan, that dispute shall then be submitted to the New York Plan for immediate resolution in accordance with the procedures set forth therein. Any Contractor that can establish that there is an impediment to job progress as a result of the dispute may submit the dispute to the New York Plan in accordance with the rules and procedures set forth therein. The Construction Manager and Contractor agree to abide by the award rendered in such a dispute by enforcing the provisions of its bid and other documents requiring compliance with this Agreement, which may include reassignment of the Project Work in question and removal of the challenged party from the Project Work in question consistent with the New York Plan decision. Such reassignment and/or removal in accordance with a New York Plan decision shall not constitute a breach of the involved Construction Manager's or Contractor's commercial contract and shall not subject the Owner or its Construction Manager to contract claims for damages by any Contractor.

The failure of the Construction Manager to enforce compliance with any decision issued by the New York Plan regarding a dispute on the Project Work submitted to the New York Plan for decision shall constitute a material breach of this Agreement, remediable under Section 301 of the Labor Management Relations Act. It is explicitly understood and agreed that nothing contained in this paragraph shall modify Article XII, Section 1 or Article VIII, Section 1, of this Agreement in any way.

ARTICLE XIII.

WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified by and in accordance with the work they perform and paid the base hourly wage rates and benefits for those classifications as specified in the relative Schedule A Collective Bargaining Agreements, as may be renewed or modified during the term of this Agreement.

SECTION 2. TRUST FUNDS

(a) The Contractors agree to timely pay contributions to the jointly-trusteed employee fringe benefit funds ("Trust Funds") in the amounts designated in the appropriate Schedule A Collective Bargaining Agreement then in existence.

(b) The Contractors agree to be bound by the written terms of the 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 Project Work for those employees to whom this Agreement requires such benefits and payments.

(c) It is agreed that in return for the Unions not striking over alleged benefit fund delinquencies, the Construction Manager agrees to withhold from outstanding monies due to a Contractor, which is allegedly delinquent for contributions due for hours worked on the Project, upon thirty (30) days written notice to the Contractor's Construction Manager, with a copy to the relevant Contractor, from the respective Benefit Fund Administrator or its affiliated Union, the amount claimed. The Construction Manager further agrees to pay over any such withheld amounts within forty-five (45) days after receipt of such notification from the Union, provided that such amounts have not already been paid or the dispute has not been submitted to expedited Arbitration

pursuant to Article XI; in the latter case, withholding or pay over shall occur only after issuance of an arbitration award so directing. A failure of the Construction Manager to comply with this provision shall constitute a material breach of this Agreement and the involved Local Union may withhold labor until such time as this provision is complied with.

ARTICLE XIV.

HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

(a) The standard work week shall consist of forty (40) hours of work at straight time rates, Monday through Friday, eight (8) hours per day, plus ½ hour unpaid lunch period.

(b) In accordance with Project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 6:00 p.m., unless different times are necessitated by the Construction Manager's phasing plans on specific projects. The second shift shall commence between the hours of 3:00 p.m. and 6:00 p.m. The third shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Construction Manager's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Project Work site designated by the Contractor.

(c) Scheduling – Monday through Friday is the standard work week; eight (8) hours of work plus ½ hour unpaid lunch.

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

SECTION 2. OVERTIME

Overtime shall be paid for any work over eight (8) hours in a day or over forty (40) hours in a week, at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule A Collective Bargaining Agreements. There shall be no stacking or pyramiding of overtime or other premium pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

(a) Shifts – 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 mission of the Construction Manager. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Construction Manager, and must be scheduled 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/Saturday and/or Sunday Work – The second shift shall start between 3:00 p.m. and 6:00 p.m. and the third shift shall start between 11:00 p.m. and 2:00 a.m. There shall be no reduction in shift hour work. Shifts shall be paid in accordance with the applicable Schedule "A" collective bargaining agreements. No other premium or other payments

for such work shall be required unless such work is in excess of 40 hours in the week. All employees within a classification performing Project Work will be paid at the same wage rate regardless of the shift or work scheduled work, subject only to the foregoing provisions.

(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 4. SATURDAY WORK

The Contractor may schedule a Saturday work day and such time shall be scheduled and paid at time and one-half (1½) unless the applicable Schedule A permits a straight time rate.

SECTION 5. REPORTING PAY

(a) Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two (2) hours reporting pay at straight time rates. An employee, whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

(b) When an employee, who has completed his or her scheduled shift and left the Project Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half (1½) of the employee's regular straight time rate for hours actually worked.

(c) When an employee leaves the job or work location of his or her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 6

below, the employee shall be paid only for the actual time worked.

(d) Except as specifically set forth in this Article, there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

(e) There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A requires a full weeks' pay for forepersons.

SECTION 6. PAYMENT OF WAGES

(a) Termination – Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at the employee's regular hourly rate of pay.

SECTION 8. INJURY/DISABILITY

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

SECTION 9. 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 10. MEAL PERIOD

A Contractor shall schedule an unpaid meal period of not more than ½ hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered meal periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in the manner established in the applicable Schedule A Collective Bargaining Agreement.

SECTION 11. BREAK PERIODS

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

ARTICLE XV.

HOLIDAYS

SECTION 1. SCHEDULE

There shall be eight (8) recognized Holidays in the Project:

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

All said Holidays shall be observed on the date observed by agencies of the State of New York.

SECTION 2. PAYMENT

Regular holiday pay, if any, for work performed on such a recognized Holiday shall be in accordance with the applicable Schedule A Collective Bargaining Agreement. Christmas Eve and New Year's Eve shall be paid in accordance with Schedule "A" Collective Bargaining Agreements.

SECTION 3. EXCLUSIVITY

No holidays other than those listed in Article XV, Section 1, above, shall be recognized or observed.

ARTICLE XVI.

APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within the apprentice's capabilities and which is customarily performed by the craft in which the apprentice is indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A Collective Bargaining Agreement. The Parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice programs, the use of the Edward J. Malloy Initiative for Construction Skills, Nontraditional Employment for Women and Helmets to Hardhats.

ARTICLE XVII.

SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that the applicable Occupational Safety and Health Act (OSHA) and safety requirements are at all times maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Construction Manager from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the respective Contractors and the Construction Manager for this Project Work. Such rules will be published and posted in conspicuous places throughout the Project Work sites. Any site security and access policies established by the Construction Manger or General Contractor intended for specific application to the construction workforce for Project Work and that are not established pursuant to a Construction Manager directive shall be implemented only after notice to the Council and the affected Local Union and an opportunity for negotiation and resolution by the Project Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE XVIII.

TEMPORARY SERVICES

Temporary services, i.e., all temporary heat, climate control, water, power and light, may be used at the discretion of the Construction Manager; and shall only require employees to cover these services upon the specific request of the Construction Manager, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. 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. The Construction Manager may determine the need for temporary system coverage requirements during non-working hours, which may be limited to one person per applicable trade where practicable. 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 the Settlement of Jurisdictional Disputes.

ARTICLE XIX.

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 creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, age or any other status protected by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XX.

GENERAL TERMS

SECTION 1. PROJECT RULES

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

(b) The parties adopt and incorporate the Council's Standards of Excellence as annexed hereto as Exhibit B.

SECTION 2. TOOLS OF THE TRADE

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

SECTION 3. SUPERVISION

Employees 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.

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The Parties reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Construction Manager, Contractors and Unions will cooperate in seeking any NYS Department of Labor, or any other government approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on its own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage or other law, and intend this Agreement to constitute a waiver of any such prevailing wage or other law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to, those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE XXI.

SAVINGS AND SEVERABILITY

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), provided such provision is not material, including without limitation the provisions set forth under Article III; Article VIII, Section 1; Article XII, Section 1; and Article XIII, Section 2(c), shall be rendered, temporarily or permanently, null and void, but where practicable and consistent with the intent of the Parties with respect to the material terms of this Agreement, the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. NON-LIABILITY

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

SECTION 3. NON-WAIVER

- (a) Nothing in this Agreement is intended to be or shall be construed as a waiver

by any Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement and the Project Work.

(b) Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any Union(s) of any more favorable term or condition of employment that may be contained in any Collective Bargaining Agreement applicable to work outside the scope of this Agreement and the Project Work.

ARTICLE XXII.

FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

(a) Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A Collective Bargaining Agreements notify the Construction Manager in writing of the hourly rate changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

(b) It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

(c) Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article X of this

Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

ARTICLE XXIII.

TERM OF AGREEMENT

This Agreement shall be effective, upon satisfaction of the conditions precedent as set forth herein, from the date of commencement of the Project Work, and shall continue for an initial period of five (5) years thereafter, provided that the term of this Agreement may be extended by the Construction Manager for three (3) successive five-(5) year periods; provided, however, that the Project Work -- ongoing at such time of extension shall continue to be covered by the PLA until it is completed; and provided, further, that the Owner has not issued a written notice of termination to all Parties hereto, to the extent such Parties remain signatories at such time of notice, not less than thirty (30) days prior to each fifth anniversary date.

All work started under this PLA is to be finished according to the terms of this PLA.

[SIGNATURE PAGES FOLLOW]

LEND LEASE (US) CONSTRUCTION LMB INC.

By: [Signature]

Title: PRESIDENT

Date: MARCH 7, 2012

BUILDING AND CONSTRUCTION TRADES COUNCIL

OF GREATER NEW YORK AND VICINITY

By: Mary La Barbera

Title: President

Date: 8/8/12

[SIGNATURE PAGES FOLLOW]

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *[Signature]*

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010

Pavers and Road Builders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boller Makers Local No. 5

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: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Scognelli*
Date: *7/30/12 (with CBA Reduction)*

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010

Pavers and Road Builders District Council

By: _____

Date: _____

Jun. 26. 2012 11:15AM

No. 0773 P. 2

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boiler Makers Local No. 5

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: _____

Heat & Frost Insulators Local Union No. 12A

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: *Christopher Erikson*

Date: *8-7-12*

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

By:  _____

Date: 6-27-12

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boiler Makers Local No. 5

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: *William Cefalo*

Date: *4/20/12*

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010

Pavers and Road Builders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boiler Makers Local No. 5

By: [Signature]

Date: 4/23/12

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT ^{Net 150A} P. 2/4

AFFILIATES:

Boiler Makers Local No. 5

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: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: *William D. Hays*

Date: *April 17, 2012*

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Apr. 19. 2012 9:25AM

No. 0513 P. 2/4

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boiler Makers Local No. 5

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: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: *William D. Hayes*

Date: *April 19, 2012*

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Apr. 17. 2012 12:31 PM

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA 2/4

No. 0506

AFFILIATES:

Boiler Makers Local No. 5

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: _____

Heat & Frost Insulators Local Union No. 12A

By: *Francis W. [Signature]*

Date: *4/17/2012*

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010

Pavers and Road Builders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

AFFILIATES:

Boiler Makers Local No. 5

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: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

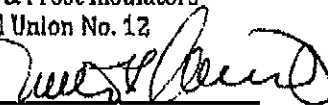
Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: 

Date: 4.17.2012

Laborers Local 1010

Pavers and Road Builders District Council

By: _____

Date: _____

Apr. 17. 2012 12:38PM

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA No. 0506 P. 2/4

AFFILIATES:

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

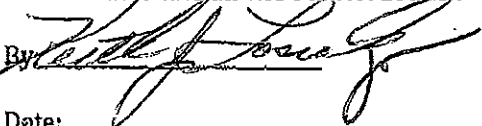
Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: 

Date: _____

Apr. 23. 2012 8:51 AM THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PT 2A P. 3/4

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polshers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

Not my Jurisdiction
By: Richard O'Brien

Date: April 23rd 2012

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: *Edward J. Wall*

Date: *4-17-2012*

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

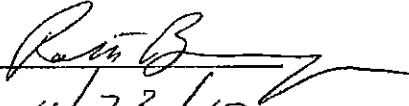
Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: 

Date: 4/23/12

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Iron Workers Local No. 40

By: Robert W. Walsh

Date: 4-20-2012

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: [Signature]

Date: 4/20/12

Metal Polishers District Council #9

By: [Signature]

Date: 4/20/12

Painters District Council # 9

By: [Signature]

Date: 4/20/12

Painters, Decorators & Wallcoverers DC 9

By: [Signature]

Date: 4/20/12

Painters Structural Steel No. 806

By: [Signature]

Date: 4/20/12

Plumbers No. 1

By: George W. Reilly

Date: April 20, 2012

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: *[Signature]*

Date: *4/14/2012*

Mason Tenders District Council

By: _____

Date: _____

Apr. 17. 2012 12:48PM

No. 0506

P. 3/4

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 4-18-12

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: [Signature]

Date: 4/18/2012

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 633

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: *Santel Sanchez*

Date: _____

*SIGN & GRAPHICS
4-19-12*

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 633

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: *Santel Sanchez*

Date: _____

*SIGN & GRAPHICS
4.19.12*

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. [Signature]

Date: 4/17/12

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Apr. 17. 2012 12:59PM

No. 0506 P. 4/4

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 698

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: Thomas Lane

Date: 4/16/12

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. [Signature]

Date: 4/17/12

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Apr. 17. 2012 12:54PM

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

No. 0506

P. 4/4

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By:  _____

Date: 4/16/2012

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Teamsters Local Union No. 282

By: Thomas Desimoli

Date: 4/17/12

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: 

Date: 4-18-12

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

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: *Rh D*

Date: 4-19-12

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: *Johns Jane*

Date: 4/16/12

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: *Mich Selen*

Date: 4/23/12

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: Richard Roberts

Date: 4/19/12

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: _____

Teamsters Local Union No. 282

By: _____

Date: _____

THE COLUMBIA ACADEMIC MIXED-USED DEVELOPMENT PLA

**Roofers & Waterproofers
No. 8**

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Ornamental Iron Workers No. 580

By:  _____

Date: 5/6/12

**Steamfitters 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: _____

Appendix 1 Project Site

The approximately 17-acre site in the Manhattanville neighborhood of northern Manhattan, the principal portion of which is bounded by and including West 125th Street and St. Clair Place on the south, West 133rd Street on the north, Broadway on the east and Twelfth Avenue on the west, as well as certain areas located beneath City streets within this area. The remaining portion of the area consists of an area bounded by and including Broadway on the west, West 133rd and West 134th Streets on the south and north, respectively, and a line between West 133rd and 134th Streets approximately 200 feet east of Broadway, along with an irregularly-shaped block enclosed by and including Broadway on the west, Old Broadway on the east, West 131st Street on the south, and West 133rd Street on the north.

The "Phase I Site Development Work" means (a) the construction of New Buildings on Development Sites 1, 2, 3, 4 and 7, and (b) the below-grade construction in construction of the Project Area in the area bounded by West 125th Street on the south, Twelfth Avenue on the west, West 131st Street on the north, and Broadway on the east. New Buildings shall mean the above grade portions (including any appurtenant sidewalk, street and/or open space work) of (a) the new buildings developed by the Owner within the Project Area, and (b) the Nash Building following its renovation for the purposes set forth in the description of the Academic Mixed Use Development Plan in the Final Environmental Impact Statement for the proposed Manhattanville in West Harlem Rezoning and Academic Mixed-Use Development, subject to the Notice of Completion dated November 16, 2007 and the Technical Memorandum dated November 26, 2007 (but shall not mean any partial renovation of the Nash Building for temporary uses).

The "Phase II Site Development Work" shall mean the above and below grade construction of New Buildings and the related below grade construction of the Columbia Academic Mixed-Use Development Project, other than the Phase I Site Development.

Project Work Exclusions:

"Project Work Exclusions" means:

(a) Work on up to 10,000 square feet per space for businesses and/or other tenant within the Project Site designated for fit-out for private retail and community facilities use.

(b) Work relating to any existing building including below grade space within the Project Site (including without limitation existing churches, residential and commercial properties) until such building has been permanently vacated and has been designated by the Owner in writing for inclusion into the master development plan for the Project.

(c) Notwithstanding anything in this Appendix 1, the Construction Manager shall inform any lessor leasing space in structures built by the Construction Manager on the Project Site that it and its construction manager/general contractor are eligible to build-out or fit-out leased space under the advantageous conditions in the attached Project Labor Agreement.

(d) The Owner represents that based on its concern for labor harmony on all of the sites of construction for this Project, and as a condition precedent to the applicability of the PLA to all of the Project Work as set forth above, it agrees to require any subsequently retained Construction Managers and/or General Contractors, and all contractors, engaged in Project Work to become bound to the PLA either by executing a copy of the PLA or executing a Letter of Assent to the PLA between the initial Construction Manager and the BCTC as a condition of being awarded work on any of the above defined project sites.

Dated: New York, New York

March 7, 2012



Columbia University Facilities

By: Joseph Ienuso

Executive Vice President

Appendix 2

Columbia Project Labor Agreement -- Letter of Assent

Dear _____;
Construction Manager

The undersigned party confirms that it agrees to be a party to and be bound by the _____, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as _____ and located at _____ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement.
- (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 said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it 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 said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in form identical to this document.
- (6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its collective bargaining agreements with affiliated unions as a result of the application of this PLA to a project.

Dated: _____

(Name of Contractor or Subcontractor)

(Name of CM; GC; Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

Acknowledged before me this

(Address)

_____ day of _____, 2011

(Phone) (Fax)

Notary Public

Contractor's State License # _____

Appendix 3

Minorities and Local Labor Forces; Owner and Construction Manager Goals

Owner has historically required its construction managers, general contractors, and specialty contractors to commit to using good faith efforts to employ substantial numbers of workers from the West Harlem and adjacent communities in carrying out their scope of work. Construction Managers, general contractors, and other contractors have generally been successful, on a project basis, in achieving Owner's goals. In connection with the construction of the Project, therefore, the Owner has entered into a series of understandings and agreements relative to diversity in employment and community involvement, including the use of reasonable good faith efforts towards the end that, to the extent possible within the parameters of the Union's apprentice programs and membership recruitment programs, not less than forty percent (40%) of individuals performing Project Work shall be Minorities or women or from the Local Labor Forces.

"Minorities" shall mean a United States citizen or permanent resident alien who can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African or Caribbean racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent, of either Hispanic or Indian origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original people of North America; and (d) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

"Local Labor Forces" shall mean employable residents of the following residential zip code designations (or such other re-designation of zip codes as may be implemented during the term of this Agreement comprising the same geographic territories): (a) the thirteen (13) zip codes comprising Northern Manhattan (10025, 10026, 10027, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10037, 10039, 10040), and (b) 10451, 10454, 10455, 10474 in the Bronx.

Schedule A
Collective Bargaining Agreements

Exhibit A
Community Partnership Agreement

Exhibit B
BCTC's Standards of Excellence

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

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

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

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