



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

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

GARY LaBARBERA
PRESIDENT

January 16, 2013

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.

- **Hudson Yards- Eastern Rail Yards -- Hudson Yards Construction LLC**

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

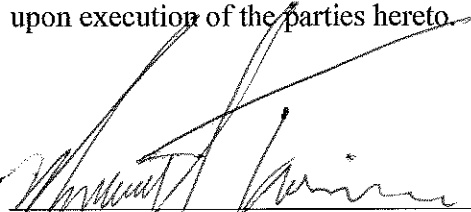


Hudson Yards PLA

C. The Arbitrator under this clause may only determine if prospective application of any allegedly more favorable terms and conditions is appropriate. The arbitrator is not authorized to award damages.

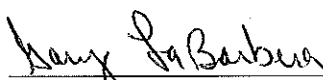
D. The foregoing shall not apply wherever the Council or its affiliates enters into a written agreement with an employer or construction manager, general contractor, owner or developer to allow adjustments for a specific project in the context of a job targeting program or a market recovery effort. In such cases, the concessions shall apply only to the work on the project as specified in the written agreement.

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



Michael Troyini
Attorney for Hudson Yards Construction LLC

Dated: *December 4, 2012*



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

Dated: *1/16/13*

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SCHEDULE "B"

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

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

By: Gary LaBarbera
Gary LaBarbera, President

Date: 1/16/13

**FOR HUDSON YARDS CONSTRUCTION LLC
Construction Manager**

By: Michael Trovini
(Executive Officer) Michael Trovini
Attorney for Hudson Yards Construction LLC

Date: December 4, 2012

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

IN WITNESS WHEREOF the parties have agreed to this Policy.

For Greater New York City Building Trades Council

Gary LaBarbera, President
Name and Title (Printed)

Gary LaBarbera President
Name & Title (Signature)

For Construction Manager - Hudson Yards Construction LLC

Michael Trivini, Attorney for Hudson Yards Construction LLC
Name and Title (Printed)

Michael Trivini attorney for Hudson Yards Construction LLC
Name & Title (Signature)

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**PROJECT LABOR AGREEMENT
COVERING SPECIFIED CONSTRUCTION WORK
BETWEEN AND AMONGST**

**Hudson Yards Construction LLC
Construction Manager**

-And-

**Building and Construction Trades Council
Of Greater New York And Vicinity**

Execution Copy 11.30.12

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PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, ERY Tenant LLC (and/or any subsidiary, successor, successor to rights, or assigned), has a contract with Hudson Yards Construction LLC to perform construction management and construction services at the Project identified below; and

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

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

WHEREAS, the Hudson Yards Construction LLC and the Building & Construction Trades Council of Greater New York and Vicinity (herein "Council"), desire to mitigate the impact of the economic downturn on construction in the City of New York and have negotiated the terms of this Project Labor Agreement to promote the cost efficient, safe, quality, and timely completion of certain construction work (the "Project Work") to be performed at Hudson Yards, Eastern Rail Yards (the "Project"), as defined in Article 3, Section 1 below; and

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

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

(2) providing a mechanism for responding to the unique construction needs associated with the Project and Project Work and achieving the most cost effective means of construction, including direct labor cost savings, by the Council on its behalf and on behalf of its affiliated

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Local Unions, as defined in Article 2, Section 1, and their members, waiving various practices which would otherwise apply to Project Work;

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

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

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

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

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

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

WHEREAS, the Council, its affiliated Local Unions and their members, desire to mitigate the impact of the economic downturn on construction in New York City and have negotiated the terms of this Project Labor Agreement for the Project; and

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

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

ARTICLE 1 - PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("PLA") for Project Work to be performed at the Project entered into by the Construction Manager, the Council and the Local Unions, and the Contractors, each of whom warrants and represents by their execution of this Project Labor

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Agreement that they each have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations, and this PLA is binding on their respective successors and assignees.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

The term "Council" means the Building and Construction Trades Council of Greater New York and Vicinity.

The term "Local Union" means a Council affiliated union which is signatory to this Agreement and represents trade and craft employees performing Project Work.

The term "Unions" means the Council and the Local Unions, collectively.

The term "Construction Manager" means Hudson Yards Construction LLC.

The term "Contractor(s)" means all other Contractors, both trade-contractors and sub-contractors of any tier, engaged in Project Work within the scope of this Agreement as defined in Article 3.

The term "Parties" means the Council, Local Unions, Construction Manager and Contractors, collectively.

The terms "Owner/Developer(s)" and "Owner" means ERY Tenant LLC (and/or any subsidiary, successor, successor to rights, or assignee).

The term "Agreement" means this PLA, together with the applicable Schedule A Collective Bargaining Agreements, the Schedule B Addenda, the Substance Abuse Policy annexed hereto as Appendix "1" the Letter of Assent annexed hereto as Exhibit 1, and the Council's Standards of Excellence, annexed hereto as Exhibit 2, collectively. When any Schedule B Addendum makes reference to (i) any rate reductions or (ii) any collective bargaining agreement other than this Agreement, the reference shall be to the single Schedule A

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Collective Bargaining Agreement applicable to the Contractor covered by that addendum, unless otherwise specifically noted in the addendum.

The terms "Project" and "Project Work" shall have the definitions provided in Article 3, Section 1.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council and its participating signatory affiliated Local Unions; (2) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO; and (3) the Agreement is approved and signed by an Executive Officer of the Construction Manager, with authority to bind the organization. This Agreement may be signed in counterparts, all of which shall be merged and shall constitute but one agreement.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on and apply to all Local Unions, the Council, the Construction Manager, and all Contractors. The Construction Manager, and the Contractors shall include in any trade contract that any of them lets for performance during the term of this Agreement, a requirement that the Contractor and their subcontractors of whatever tier, as the case may be, become signatory and bound by this Agreement, either by direct execution of this Agreement or by execution of a Letter of Assent in the form of the Letter of Assent included as Exhibit 1 to this Agreement, with respect to the work within the scope of Article 3. The Construction Manager shall administer this Agreement.

After written notice to the Council, the Construction Manager may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (i) an affiliate entity, (ii) the Construction Manager's successor pursuant to a merger, reorganization, consolidation or sale, or (iii) an entity that is acting as a construction manager or general

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contractor on the Project. The assignee(s) or successor(s) shall be bound by this Agreement and solely and exclusively responsible for all obligations and liabilities arising under or out of this Agreement on and after the date of the assignment, and notwithstanding any other provision of this Agreement, the Unions hereby waive any and all recourse against the Assignor for any such claims upon an effective and complete assignment.

SECTION 4. SUPREMACY CLAUSE

A. This Agreement, including all integrated attachments, represents the complete understanding of the Parties.

B. This Agreement may not be modified, amended or supplemented without the express written consent of the Parties.

C. Where there are conflicts between and among this PLA, the Schedule "A" Agreements and the Schedule "B" Addenda, this PLA (as it may be modified or supplemented by the Schedule "B" Addenda) governs and supersedes any national agreement, local agreement or other Collective Bargaining Agreement of any type, including the Schedule A Collective Bargaining Agreements, which would otherwise apply to Project Work, in whole or in part, except for work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms contained therein.

D. Where this PLA and the Schedule "B" Addenda are silent on a subject, the applicable Schedule A Agreement(s) shall govern.

SECTION 5. LIABILITY

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

SECTION 6. BID SPECIFICATIONS AND CONTRACT DOCUMENTS

The Construction Manager, will require in its bid specifications for all work within the scope of Article 3, that all Contractors of whatever tier, become bound by, and signatory to, this Agreement, through execution of the Letter of Assent, in the form annexed hereto as Exhibit "1".

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

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work who becomes signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or nonunion basis, and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to work of any Contractor that is performed at any location other than the site of the Project.

SECTION 8. WORK PRESERVATION

The Construction Manager and Contractors agree that they will not subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3 - SCOPE OF THE AGREEMENT

SECTION 1. PROJECT WORK

“Project Work” shall mean the building and construction trades and crafts work within the jurisdiction of the Council affiliated unions including, but not limited to, all commercial or retail tenant build out work in purchased and/or leased space in excess of 100,000 square feet, related to the Project. The “Project” is defined as the construction of the Eastern Rail Yard section of the John D. Caemmerer West Side Yard located in the borough of Manhattan in the City of New York, bounded on the east and west portions by 10th Avenue and 11th Avenue respectively and bounded on the north and south portions by 33rd Street and 30th Street respectively. The Project is currently anticipated to include the construction of (i) one north office tower (2.5 million square feet), (ii) one retail podium building (750,000 square feet), (iii) one south office tower (1.8 million square feet), (iv) one residential building (750,000square feet), one mixed use tower (1 million square feet), one cultural facility (100,000 square feet) and one retail pavilion (6,000 square feet) some of which will be built on terra firma or on a to be built platform (400,000 square feet) over the existing rail-yard, as denoted in the attached diagrammatic drawing. Notwithstanding the above, it is agreed and understood among the Parties that the current buildings planned for the Project and identified in this Section may at any time be changed by the Owner/Developer in its sole discretion and that the definition of Project and Project Work in this Section is not a representation, warrantee or guarantee that the Owner/Developer will refrain from making such changes to the current plan for the Project. No

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work within the jurisdiction of a Council affiliated union shall be excluded from the Project Work unless expressly excluded in this Agreement or in another written agreement executed by the Construction Manager and the Council for the express purpose of amending this Agreement; provided that no amendment of Project Work or this Agreement shall be entered for the purpose of excluding trade or craft work of a Council affiliated union that will otherwise be performed.

SECTION 2. TIME LIMITATIONS

This Agreement shall remain in effect until the Project Work is substantially completed. When individual components of the Project, e.g. buildings, are substantially completed this Agreement shall no longer apply to those components; provided, however, the completion of initial installation of finish work, the testing or preliminary operation of a system regularly performed by a Council affiliated union, and/or punch list work on Project Work, shall remain subject to this Agreement.

SECTION 3. EXCLUDED EMPLOYEES

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

a. Superintendents and supervisors, engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such employees are currently included in the bargaining units under the Schedule A Collective Bargaining Agreements; for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular Schedule A Collective Bargaining Agreement, they are covered by this Agreement;

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

c. Employees of Construction Manager, except those performing manual labor who will be covered by this Agreement;

d. Employees engaged in warranty work related to post acceptance, post startup and/or post commissioning of onsite equipment, unless (i) a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs; and (ii) the manufacturer's warranty does not require the work to be done by its representative, technician, or serviceman;

e. Employees engaged in work which is ancillary to Project Work and performed by third parties such as utility companies who shall install their work only to a certain demarcation point, identified by the Construction Manager, at the commencement of each Project site, and provided that the employees of such third parties are not used to replace employees performing Project Work pursuant to this Agreement.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of the Construction Manager, or any Contractor that does not perform Project Work. It is agreed for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employer, single employer or alter ego status between or among the Construction Manager, Owner / Developer, any Contractor or any other Entity. As the contracts involving Project Work are completed and accepted, the Agreement shall not have

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further force or effect on such items or areas except where inspections, additions, repairs, modifications, checkout and/or warranty work are assigned in writing (copy to Local Union involved) by the Construction Manager, for performance under the terms of this Agreement.

ARTICLE 4 - 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 the craft employees who are performing the Project Work.

SECTION 2. UNION REFERRAL

The Construction Manager and the Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls as set forth in any Schedule A Collective Bargaining Agreement. Notwithstanding this, the Construction Manager, and Contractors, shall have the sole right to determine the competency of all referrals; to determine the number of employees required for their portions of the Project Work; to select employees for layoff (subject to Article 5, Section 3 of this Agreement); and have the sole right to reject any applicant referred by a Local Union, subject to required show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Construction Manager, or the Contractor, (Saturdays, Sundays and holidays excepted), the Construction Manager, or the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Construction Manager, or Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Construction Manager or Contractor shall notify the Local Union

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of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council and the Unions represent that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations that require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. WORKFORCE DEVELOPMENT

The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers and acknowledge that it is the policy of the Owner and Construction Manager that minority and women-owned business enterprises shall have significant opportunity to participate in the performance of the Project. Therefore, it is the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of Project Work covered by this Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs, the Edward J. Malloy Initiative for Construction Skills, and any program that may be offered or approved by the Council and the Building and Construction

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Trades Department, AFL-CIO, and outreach programs to the community describing opportunities available as a result of the Project.

SECTION 5. UNION DUES

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

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

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

SECTION 7. APPRENTICES

If the maximum permissible journeymen to apprentice ratios, or those ratios agreed to in the applicable Schedule B Addenda, are not achieved due to the unavailability of apprentices, then, to the extent permitted by law, rule, regulation or program limitations, the Union(s) will accept the Construction Manager's and/or Owner's referrals of individuals for acceptance into the applicable apprentice program and assignment to the Project.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing Project Work employees shall be entitled to designate one (1) Business Manager and two (2) Business Agent(s) for the area of the Project, who shall be afforded access to the Project and/or be badged in accordance with the applicable site security procedures, which shall be in accordance with generally accepted industry practices.

SECTION 2. STEWARDS

Each Local Union shall have the sole discretion to select and designate any journey person as a Steward in accordance with the Schedule B Addenda. Each trade shall be entitled to appoint one steward per employer in their trade/craft engaged in project work, except as may be otherwise set forth in the attached Schedule "B" Trade Addenda. The Union shall notify the Construction Manager and Contractor of the identity of the designated Steward prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. The Stewards shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Construction Manager, and Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade but not any other trade. The Construction Manager and Contractor will not discriminate against the Steward in the proper performance of Union duties. All stewards will be working stewards and will perform their steward duties in a manner that will not interfere with their work for their employer. Stewards may carry out Union duties related to unsafe working conditions during working hours.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected

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against layoff pursuant to the terms of a Collective Bargaining Agreement listed on Schedule "A," such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform Project Work required as determined by the Contractor employing the Steward.

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

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

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

SECTION 2. - STANDARDS OF EXCELLENCE

The parties hereby adopt and incorporate the mutual obligations set forth in the Council's Standards of Excellence, annexed hereto as Exhibit "2", for the safe, efficient and productive completion of the Project.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, handbilling, demonstrations, or disruptive activity, of any kind on Project Work against the Owner, Construction Manager, and Contractors or other employers including, without limitation, any and all of their (and their affiliated or related entities) owners, directors, principals, representatives, stockholders and employees. In the event that a lawful primary labor dispute exists at the site with respect to work that is not included in the scope of this PLA, such as commercial or retail build outs under 100,000 square feet, this provision does not prevent lawful primary concerted activity related to that dispute; provided, however that such dispute will not exempt a violation of this provision on Project Work. There shall be no lockout at this Project Work site by the Construction Manager, or any Contractor. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor agreements to the Schedule A Collective Bargaining Agreements.

SECTION 2. DISCHARGE FOR VIOLATION

The Construction Manager, and/or Contractor may immediately discharge any employee violating Section 1 of this Article.

SECTION 3. NOTIFICATION

If the Construction Manager or a Contractor contends that any Local Union or the Council has violated this Article, it will notify the involved Local Union and the Council of such fact. The Local Union shall instruct and order, and the Council shall request, and both the Local Union and the Council shall each use their best efforts to cause the employees (and where

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necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. Both the Local Union and Council shall confirm their communications to the offending Union with the Construction Manager and Contractor. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council or any other Union. Failure of the Construction Manager or Contractor to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

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

a. A party invoking this procedure shall notify Martin Scheinman or Richard Adelman, as Arbitrators under this expedited arbitration procedure, serving on a rotating basis starting with Martin Scheinman. Copies of such notification will be simultaneously sent to the alleged violator and Council.

b. The Arbitrator shall give notice as to time and place to the Construction Manager, the Contractor involved, the Local Union involved, and the Council, and shall hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above. In the event that the Arbitrator is unavailable within such time, the parties may designate any other individual upon mutual agreement.

c. All notices pursuant to this Article must be provided by (i) electronic mail, hand delivery or fax, and (ii) overnight delivery, to the Arbitrator, Construction Manager, the Contractor involved, the Local Union involved and the Council. The hearing shall be completed

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

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

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

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f. Any rights created by statute, law or the underlying collective bargaining agreement governing arbitration proceedings, other than procedures relating to fringe benefit fund delinquencies, that are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Construction Manager, and/or Contractors and Unions to whom they accrue.

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

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of this Article, may have recourse to the applicable procedures of Article 9. In any such arbitral proceeding, the Arbitrator shall have jurisdiction to determine only if there was a violation of this Article. If such a violation is found, the Arbitrator shall not have jurisdiction to modify the remedy or discipline imposed.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

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

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SECTION 1. PRE-JOB CONFERENCES

A pre-job conference shall be convened no later than 30 days after a Contractor has been contracted, retained, hired or otherwise engaged to perform Project Work. The Contractors shall meet with the appropriate representative of the trade(s) involved in their Project Work. The purpose of the pre-job conference is for the Contractor to provide an overview of their Project Work, including the scope, any special conditions, work assignments, and other matters. The Contractors and/or the trades shall report any issues that are identified during the pre-job conference to the Construction Manager and the Council.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement other than jurisdictional disputes or alleged violations of Article 7, Section 1, shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

Step 1:

a. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union Business Representative or Shop Steward, give notice of the claimed violation to the Project Work site superintendent of the involved Contractor, and the Construction Manager. To be timely, such notice of the grievance must be given within seven business days after the act, occurrence or event, or knowledge thereof, giving rise to the grievance or as soon thereafter as practical.

- The business representative of the Local Union or the job Steward and Project Work site representative of the involved Contractor shall meet and/or confer and

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endeavor to adjust the matter within 7 calendar days after timely notice has been given or as soon thereafter as practical.

- If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven business days or as soon thereafter as practical, pursue Step 2 of the grievance procedure.

- Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted, in writing, by the Construction Manager, (or designee) as creating a precedent.

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

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Manager, shall meet in Step 2 within 7 business days of a request, or as soon thereafter as practical, to endeavor to arrive at a satisfactory settlement.

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the Step 2 participants may, within 21 calendar days after the initial Step 2 meeting, or as soon thereafter as practical, submit the grievance to arbitration by requesting an arbitration hearing in

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writing (copies to other participants, including the Contractor, Council and Construction Manager), to Martin Scheinman and Richard Adelman, who shall act as the Arbitrators under this procedure on a rotating basis starting with Martin Scheinman. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the Arbitration Hearing. All Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such Arbitration shall be borne equally by the involved Contractor and Local Union.

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

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the notice of the grievance on the Owner/Developer, Construction Manager, and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY CONSTRUCTION MANAGER

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

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. ASSIGNMENTS

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

SECTION 2. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, Project Work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7. The provisions of Article 7, Sections 4 and 5 shall be applicable to any alleged violation of this Section.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with Project Work while any jurisdictional dispute is being resolved. Project Work shall proceed as assigned by the Contractors until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. No jurisdictional dispute shall excuse a violation of Article 7. The provisions of Article 7, Sections 4 and 5 shall be applicable to any alleged violation of this Section.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

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

SECTION 2. EMPLOYEE BENEFITS

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

b. The Contractors agree to be bound by the written terms of the legally-established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into and benefits paid out of such Trust Funds, as well as the contribution levels as provided for in the Schedule A Collective Bargaining Agreements, as may be modified in the attached Schedule B Addenda but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

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

i. A Delinquency Notice shall be a written notice from a fringe benefit fund ("Fund") or Union stating that monies are owed to a Fund for work performed on the

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Project. All Delinquency Notices shall be submitted to the delinquent Contractor and the Construction Manager.

ii. Where a Delinquency Notice is submitted within forty-five (45) days of the last day of the month in which the work was performed for which contributions are delinquent, no claim may be made by the Construction Manager, that monies are unavailable from which to make the otherwise required withholding, and the amounts claimed shall be retained for the benefit of the Fund.

iii. If the Delinquency Notice is not given to the Construction Manager within 45 days as provided in the preceding paragraph the Construction Manager shall have no obligation to provide any payment pursuant to this Article with respect to any delinquency, except to the extent monies are or subsequently become due to the allegedly delinquent Contractor/subcontractor.

d. Any dispute by the Contractor or Construction Manager, concerning the amounts claimed in the Delinquency Notice shall be stated in writing no later than ten (10) calendar days from the date of the Delinquency Notice. Any such dispute shall be resolved, at the option of the Fund or Local Union, pursuant to the Expedited Arbitration procedures set forth in this Agreement.

e. In the event the matter proceeds to arbitration, and the Arbitrator finds the delinquent Contractor owes monies to the Fund, the Arbitrator shall issue an Award (the "Award"). The Award shall set forth that there is a delinquency in required Fund contributions; the amount of the delinquency plus any interest, costs or fees owed; the manner in which the Award shall be served upon the delinquent Contractor; and the Award shall order the contractor to remit the amount owed within 48 hours of the date and time the Award is served. The Union

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shall be permitted to withdraw and withhold its labor if the amount awarded in the Arbitrator's Award is not paid within the prescribed period. The only defense the allegedly delinquent Contractor may proffer at a hearing called pursuant to the Expedited Arbitration provisions herein, is that it is not delinquent in its obligations to the Funds.

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

g. Upon full remittance to the Fund of either the undisputed delinquent amount or the amount awarded by the Arbitrator, the Construction Manager shall be discharged of any further duty under this Agreement with respect to the dispute and any retained funds.

h. This delinquency provision is not to be construed as creating a debt or any other liability on the part of the Construction Manager, to any of the Unions or to any Fund for any delinquent contributions payable by the defaulting Contractor or subcontractor. However, if the Construction Manager, fails to comply with its withholding or payment obligations as set forth above, the Union may, upon five calendar days notice to the Construction Manager and delinquent Contractor, apply to an Arbitrator under Article 11, Section 1 for liquidated damages from the Construction Manager, which shall be in the amount of the principle and interest owed by the delinquent Contractor(s) in question plus reasonable attorneys fees incurred by the Fund or Union in their effort to collect the delinquency; the Arbitrator shall award at least this amount to the Fund, unless he determines that to do so would result in a manifest injustice.

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i. The cost of the arbitration shall be borne by the Contractor if the Fund or the Union prevails; otherwise, the parties shall split the costs. It is recognized that the Unions and Funds may use all contractual rights under their respective Collective Bargaining Agreements and/or trust documents, except to the extent that such rights are inconsistent with Article 7, Section 1, or any other express provision of this Agreement.

ARTICLE 12 - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

A. The standard workweek shall be Monday through Friday. The standard work day shall be 8 hours at straight time rates, plus a forty-five (45) minute unpaid lunch period each day.

B. In accordance with Project Work needs, the Construction Manager will have discretion in setting the start of the work day at the commencement of the job, and upon fifteen (15) days notice of any modification thereafter. The starting times may range from 6:30 a.m. to 8:30 a.m. Where a Local Union has agreed to alternate staggered starting times, or limitations on staggered starting times, in its Schedule B Addendum, the Construction Manager shall follow the Schedule B Addendum.

C. There shall be one ten-minute morning and one ten-minute afternoon coffee break at the workstation and coffee will be brought to the workstation.

D. The Construction Manager at its sole discretion shall be permitted to schedule the loading or staging of materials, either prior to or subsequent to the First Shift, as applicable, and such early and/or late work shall be paid pursuant to the overtime rates provided in the Schedule A Collective Bargaining Agreements; except as may be otherwise set forth in the attached Schedule B Addenda.

SECTION 2. OVERTIME

Overtime shall be paid for hours outside the standard work week and work day described

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above in Section 1(A), only in accordance with the applicable Schedule "A" Collective Bargaining Agreements or pursuant to any adjustments contained in the applicable Schedule B Addendum. There shall be no pyramiding of overtime.

SECTION 3. SHIFTS

A. Scheduling of shift work, Monday through Friday, shall be within the discretion of the Construction Manager in order to meet Project Work schedules and existing Project Work conditions. Shifts must be scheduled with not less than fifteen (15) calendar days notice to the Local Union or such lesser notice as may be mutually agreed upon, and must be scheduled for no less than five (5) consecutive work days duration.

B. A second shift may only be scheduled where there is a first shift scheduled in that day, and a third shift may only be scheduled where there is a second shift scheduled in that day. Any other schedule not provided for herein will be considered "off hours" work and paid in accordance with the Schedule A Collective Bargaining Agreements; except as may be otherwise set forth in the attached Schedule B Addenda.

C. For shift work performed Monday through Friday, the second shift shall start no more than two (2) hours before the end of the first shift and no more than two (2) hours after the end of the first shift. The third shift shall start no more than two (2) hours before the end of the second shift and no more than two (2) hours after the end of the second shift.

D. With respect to second shift work performed Monday through Friday, there shall be a 10% shift premium; and on third shift work performed Monday through Friday, there shall be a 15% shift premium, provided, however, where a Schedule A Collective Bargaining Agreement or Schedule B Addenda provides a lower shift premium for a specific trade the contractor shall comply with the lower premium. The shift premium will be paid on wages and

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benefits unless otherwise indicated in either a Schedule A Collective Bargaining Agreement or a Schedule B Addendum.

E. All weekend work, including weekend shift work, shall be paid in accordance with the Schedule A Collective Bargaining Agreements, unless otherwise indicated in a Schedule B Addendum.

Where a shift on Friday night works past 12:01 a.m., the Saturday rate (in accordance with the Schedule A Collective Bargaining Agreements, unless otherwise indicated in a Schedule B Addendum) shall apply to all hours worked after midnight, except those hours that are actually overtime hours shall be paid pursuant to the Overtime provision. Where a Sunday night shift works past 12:01 midnight, the Monday rate (in accordance with the Schedule A Collective Bargaining Agreements, unless otherwise indicated in a Schedule B Addendum) shall apply to all hours worked after midnight, except all hours that are actually overtime hours shall be paid pursuant to the Overtime provision.

F. Where any shift work is covered by provisions of a collective bargaining agreement relating to Metropolitan Transit Authority work, that collective bargaining agreement shall apply to the scheduling of and payment for such shift work.

SECTION 4. HOLIDAYS

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

New Year's Day

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Independence Day

Labor Day

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Thanksgiving Day

Christmas Day

Work performed on the above referenced Holidays shall be paid in accordance with the treatment of those holidays in the Unions' respective Collective Bargaining Agreements. Christmas Eve and New Year's Eve shall be treated pursuant to Schedule "A" Collective Bargaining Agreements.

SECTION 5. NO TRAVEL PAY

There shall be no travel pay or pay for mileage.

SECTION 6. WORK STATIONS

All working hours commence at the workstation, including commencement after the lunch break, unless an individual Local Union's Schedule B Addenda provides otherwise. It is the Owner's and/or Construction Manager's responsibility to provide adequate hoisting and staggered start times so that travel time from the hoist platform to the work station location takes no more than fifteen (15) minutes to the uppermost working floor. Where vertical transportation is insufficient resulting in transport taking longer than fifteen (15) minutes no adverse action will be taken against the employees regarding their pay or otherwise. The Construction Manager, employers and unions shall work together to ensure that employees commence their work hours at the workstation.

SECTION 7. MEAL BREAKS

A. To the extent that starting times are staggered in accordance with the above subsection, lunch periods may be staggered accordingly between the 4th, 4.5th, or 5th hour, for each trade employer, or as may be more specifically provided in a Schedule B Addenda.

B. The Owner will provide an on-site canteen under its control. Employees are under no obligation, however, to utilize this canteen.

ARTICLE 13 – TEMPORARY SERVICES

System coverage on temporary services shall only be required on the specific request of the Construction Manager and when requested shall be assigned to the appropriate trade with jurisdiction pursuant to the New York Plan. Temporary system coverage may be provided by the appropriate trade contractor's employees during their regular work hours. The Construction Manager may determine the need for temporary system coverage requirements during non-work hours. The manning of temporary power shall be in accordance with the IBEW Local 3 Schedule B Addendum. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved through the New York Plan for the Settlement of Jurisdictional Disputes.

ARTICLE 14 – TOOLS OF THE TRADE

There shall be no restrictions on the use of any tools or equipment by any qualified employee, including but not limited to, forklifts, lulls, gradalls, and wheeled rough terrain vehicles, for the performance of work within the employee's trade jurisdiction pursuant to the New York Plan for the Settlement of Jurisdictional Disputes.

ARTICLE 15 - SAFETY AND SECURITY

SECTION 1. SAFETY REQUIREMENTS

A. Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm consistent with their obligations under a Project Safety Plan, and the applicable law, rules or regulations. Failure to do so will be grounds for discipline,

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including discharge. It is specifically agreed that there will be zero tolerance for unsafe conduct, practices or equipment.

B. The parties hereby adopt and incorporate the obligations and standards set forth in the Council's Standards of Excellence.

SECTION 2. SITE RULES

A. Employees covered by this Agreement shall at all times be bound by and adhere to the reasonable site, safety, security, and visitor rules (including, without limitation, a Project Safety Plan) as established by the Construction Manager for this Project. Failure to do so will be grounds for discipline, including discharge. Such rules will be published and provided to the Local Unions and the Council and will be posted in conspicuous places throughout the Project. The Project Safety Plan that will be shown to the Council and any mandatory subject of bargaining contained in such Project Safety Plan will be negotiated with the Council, upon request.

B. The Construction Manager may implement a badging system to control and record site access for security purposes. In the future and after appropriate negotiation with the Council, the Construction Manager and/or Owner may use the badging system as a method to monitor, record, or determine hours worked by trade employees.

SECTION 3. INSPECTIONS

The Construction Manager shall have the right, at its sole discretion, to inspect incoming and outgoing shipments and/or deliveries of any vehicle entering or leaving the site.

SECTION 4. SUBSTANCE ABUSE TESTING

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

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conditions, and restrictions of the Substance Abuse Policy negotiated with the BCTC and annexed hereto as Appendix "1".

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 17 - DURATION

This Agreement shall apply to Project Work beginning upon full effectiveness in accordance with Article 2, Section 2 herein and shall thereafter remain in effect in accordance with Article 3, Section 2.

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved shall be rendered temporarily or permanently null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law, unless the part or parts so found to be in violation of law are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to

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be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for achieving conformity with the court determination and the intent of the parties hereto.

SECTION 2. THE BID SPECIFICATIONS

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

SECTION 3. NON-WAIVER

a. Nothing in this Article shall be construed as waiving the prohibitions of Article 7 and Article 10 as to signatory Contractors and Unions.

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

c. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any of the Unions of any more favorable term or condition of employment that may be contained in a Collective Bargaining Agreement applicable to work outside the scope of this Agreement.

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

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE AGREEMENTS

SECTION 1. CHANGES TO AREA CONTRACTS

The Schedule A Collective Bargaining Agreements shall continue in full force and effect until the Contractors and/or Union parties to the Schedule A Collective Bargaining Agreements notify the Construction Manager, in writing of the changes to both wages and fringes agreed to in the Schedule A Collective Bargaining Agreements that are applicable to work covered by this Agreement and the effective dates of the changes. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor agreements to the Schedule A Collective Bargaining Agreements

ARTICLE 20 – HELMETS TO HARDHATS

SECTION 1.

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and

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mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

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

ARTICLE 21 – MOST FAVORED NATIONS CLAUSE

A. If during the term of this Agreement, any of the Local Unions agree in a collective bargaining agreement (including, but not limited to, in any Schedule A Agreement) or project labor agreement, which would be applicable to any other construction manager, general contractor, contractor, owner, or developer, performing a private project of a similar size, scope and duration as that covered by this Agreement and as described in Article 3 of this Agreement, that contains a more favorable term than that which is applicable to the Project, the Construction Manager shall have the right to implement the more favorable term upon 30 days written notice to the Council and the applicable Local Union. In the event any party to this agreement opposes such implementation, the matter will be submitted to expedited arbitration pursuant to Article 7, Section 4 of this Agreement.

B. In the event the Construction Manager, Owner or Developer enters into any agreements of a similar size, scope and duration as this Agreement that contain more favorable terms and conditions with any other unions or Building Trades Council, the Council and/or the Local Unions may submit a claim to expedited arbitration pursuant to Article 7, Section 4 of this Agreement.

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SCHEDULE "A" LIST

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011; MOA July 1, 2008-June 30, 2013	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1281	May 1, 2005 - April 30, 2011, MOA May 2011 - April 30, 2017	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	August 3, 2011- June 27, 2017	Independent
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	July 1, 2012 - June 30, 2015	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008-June 30, 2014	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008- June 30, 2014	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	December 1, 2007 - November 30, 2012	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	December 1, 2007 - November 30, 2012	Environmental Contractors Association, Inc.

Hudson Yards PLA

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	January 1, 2010 - December 21, 2012	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	May 12, 2010 - May 8, 2013	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise contract	July 1, 2008 - June 30, 2013	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014; as amended by MOU July 1, 2012 - June 30, 2016	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012; as amended by update 7.1.12-6.30.16	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Independent
Mason Tenders DC & Laborers' International Union - Local 78 & 79	July 1, 2011 - June 30, 2014	Independent
Millwright Local 740	July 1, 2006 - June 30, 2011	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America

Hudson Yards PLA

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

Hudson Yards PLA

The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011; as amended by MOU July 1, 2012 - June 30, 2013	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	May 1, 2007 - April 30, 2012	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2011 - June 30, 2014	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2011 - June 30, 2014	Independent
The District Council of New York City and Vicinity	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Hoisting Trade Association of New York, Inc.

Hudson Yards PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	July 1, 2006 - June 30, 2011	NYC Millwright Contractors Association
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	June 8, 2009 - June 2, 2013	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	July 1, 2008 - June 30, 2014	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	July 1, 2008 - June 30, 2014	Building Stone and Pre-cast Contractors Association

Jan. 17, 2013 9:46AM

No. 1588 P. 2

Hudson Yards P1.A

FOR THE LOCAL UNIONS:

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 District Council 9

By:  _____

Date: 1/17/13

Stone Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By:  _____

Date: 1/17/13

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

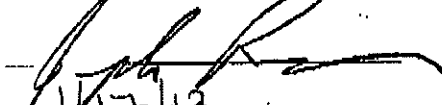
Date: _____

Metal Lathers Local No. 46

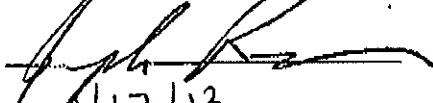
By: _____

Date: _____

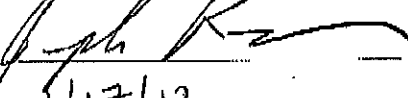
Metal Polishers District Council 9

By: 
Date: 1/17/13

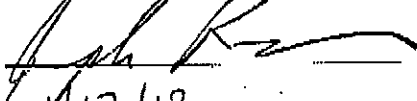
Painters District Council 9

By: 
Date: 1/17/13

Painters, Decorators & Wallcoverers District Council 9

By: 
Date: 1/17/13

Painters Structural Steel No. 806

By: 
Date: 1/17/13

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Jan. 17. 2013 9:46AM

No. 1580 P. 2

Hudson Yards P1.A

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: 

Date: 1/17/13

Glaziers Local Union No. 1281
District Council 9

By: 

Date: 1/17/13

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Stone Dorricksmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Jan. 17. 2013 9:46AM

No. 1500 P. 3

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

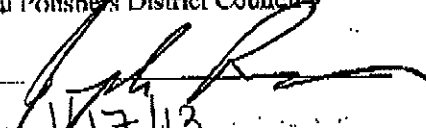
Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: 

Date: 1/17/13

Painters District Council 9

By: 

Date: 1/17/13

Painters, Decorators & Wallcoverers District Council 9

By: 

Date: 1/17/13

Painters Structural Steel No. 806

By: 

Date: 1/17/13

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Dec. 14. 2012 11:36AM

No. 1489 P. 2/4

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local No. 137

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: _____

By: *[Signature]*

Date: _____

Date: *12-16-12*

Plasterers Local Union No. 262

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

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers Local 8

Teamsters Local Union No. 282

By: _____

By: _____

Date: _____

Date: _____

Elevator Constructors Local 1

By: _____

Date: _____

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

By: *James Malloy*

Date: 1-16-13

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Sheet Metal Workers Local No. 137

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

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

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Elevator Constructors Local 1

By: _____

Date: _____

Dec. 14. 2012 11:30AM

No. 1487 P. 2

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Elevator Constructors Local 1

By: _____

Date: _____

Steamfitters Local Union

No. 638

By: Ronald Roberts

Date: 12/17/12

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: _____

Jan. 7. 2013 10:15AM

No. 1539 P. 2/4

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Sheet Metal Workers Local No. 137

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: 1/9/2013

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

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

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Elevator Constructors Local 1

By: _____

Date: _____

Jan. 7. 2013 10:05AM

No. 1539 P. 4/4

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Iron Workers Local No. 40

By: Richard W. Walsh

Date: 1-7-13

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Stone Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Iron Workers Local No. 361

Not my jurisdiction
By: *Richard O'Neil*

Date: *December 12th, 2012*

Painters District Council 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters, Décorators & Wallcoverers District Council 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By:  _____

Date:  _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Dec. 14. 2012 11:34AM

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 12-20-12

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Stone Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: Christopher Erikson

Date: 12-18-12

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Dec. 14. 2012 11:31AM

No. 1488 P. 4/4

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council No. 16

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 District Council 9

Stone Derrickmen and Riggers Local Union No. 197

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

Electrical Workers Local No. 3

By: _____

By: _____

Date: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

Heat & Frost Insulators
Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Iron Workers Local No. 40

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

By: *Keith J. L...*

Date: _____

Date: *12/17/12*

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: *[Signature]*

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: *William Cepeda*

Date: 12/14/12

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Stone Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council 9

By: 

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council 9

By: 

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: 

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters Structural Steel No. 806

By: 

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local No. 137

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No 262

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

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers Local 8

Teamsters Local Union No. 282

By: _____

By: Thomas Desmude

Date: _____

Date: 12/13/12

Elevator Constructors Local 1

By: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: *[Signature]*

Date: *12/11/12*

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 76

By:  _____

Date: Dec 12, 2012

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Stone Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: *[Signature]*

Date: *12/11/2012*

Mason Tenders District Council

By: _____

Date: _____

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Squinelli*

Date: *12/11/12*

Stone Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: [Signature]

Date: 12/12/12

Cement Masons No. 780

By: _____

Date: _____

Stone Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

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Carpenters District Council

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Date: _____

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Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Execution Copy 11.30.12

Hudson Yards PLA

Local 79 Construction and General Building Laborers

Plumbers Local No. 1

By: _____

By: _____

Date: _____

Date: _____

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council 9

Iron Workers Local No. 361

Not my jurisdiction
By: *Richard O'Hane*

By: _____

By: _____

Date: _____

Date: *December 12th, 2012*

Painters District Council 9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

Plumbers Local No. 1

By: _____

By: _____

Date: _____

Date: _____

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: _____

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Metal Polishers District Council 9

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By: _____

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Date: _____

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Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

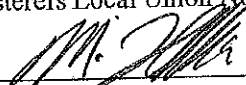
Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By:  _____

Date: 12/12/12 _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Elevator Constructors Local 1

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: _____

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. [Signature]

Date: 12/12/12

Roofers & Waterproofers Local 8

By: _____

Date: _____

Elevator Constructors Local 1

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

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

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Hudson Yards PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: Shon [Signature]

Date: 12/12/12

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: Joseph [Signature]

Date: 12/12/12

Stone Derrickmen and Riggers Local Union No. 197

By: William O. [Signature]

Date: 12-12-12

Glaziers Local Union No. 1281 District Council 9

By: Bill [Signature]

Date: 12/13/12

Electrical Workers Local No. 3

By: Christopher [Signature]

Date: 12/12/12

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: [Signature]

Date: 12.12.12

Iron Workers Local No. 40

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Hudson Yards PLA

Local 79 Construction and General Building Laborers

By: [Signature]

Date: 12/12/13

Plumbers Local No. 1

By: [Signature]

Date: 12/12/12

Metal Lathers Local No. 46

By: [Signature]

Date: 12/13/12

Iron Workers District Council

By: [Signature]

Date: 12-12-12

Metal Polishers District Council 9

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Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

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Painters, Decorators & Wallcoverers District Council 9

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By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: Kevin Connors

Date: 12-12-12

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: Nick Shinn

Date: 12-13-12

Elevator Constructors Local 1

By: [Signature]

Date: 12/13/12

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: [Signature]

Date: 12/13/12

Teamsters Local Union No. 282

By: [Signature]

Date: 12/12/12

Hudson Yards PLA

Ornamental Iron Workers Local No. 580

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local No. 137 SIGNS & GRAPHICS

By: _____

By: *Paulo K.*

Date: _____

Date: *12.14.12*

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

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

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers Local 8

Teamsters Local Union No. 282

By: _____

By: _____

Date: _____

Date: _____

Elevator Constructors Local 1

By: _____

Date: _____

Hudson Yards PLA

Exhibit "1"

Project Labor Agreement - - Letter of Assent

Hudson Yards PLA

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering Specified Construction Work Between And Amongst Hudson Yards Construction LLC, Construction Manager, and the Building and Construction Trades Council of Greater New York And Vicinity and Participating Signatory Affiliated Local Unions, dated _____, including its Schedules, Addenda, Appendix and Exhibits (the "Agreement"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Agreement are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project defined as the construction of the Eastern Rail Yard section of the John D. Caemmerer West Side Yard located in the borough of Manhattan in the City of New York, bounded on the east and west portions by 10th Avenue and 11th Avenue respectively and bounded on the north and south portions by 33rd Street and 30th Street respectively, 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, 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 Agreement and this Letter of Assent, but only to the extent of Project Work and as required by the 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 but only to the extent of Project Work as required by the Agreement.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in a form identical to this document.

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

Name of Contractor or subcontractor:

Authorized Officer & Title:

Address:

Phone: _____ Fax: _____

Contractors State License #:

Entity your company is contracted with and address:

Sworn to before me this _____

_____ day of _____, 20__

Notary Public

Hudson Yards PLA

Exhibit "2"

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

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

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

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

APPENDIX 1
Drug & Alcohol Testing Policy

DRUG & ALCOHOL TESTING POLICY
Covering Construction of the
HUDSON YARDS PROJECT

PREAMBLE

WHEREAS, ERY Tenant LLC as owner (“Owner”) and Hudson Yards Construction LLC as construction manager (“Construction Manager”) for the construction of the Project, defined below and commonly referred to as Hudson Yards, desire to provide for a safe, drug and alcohol free work site;

WHEREAS the parties have entered in to a project labor agreement covering the Project (“Agreement,”) and have agreed to this Drug & Alcohol Testing Policy (“Policy”);

WHEREAS, this Policy has been collectively negotiated by and between Construction Manager and the New York City Building and Construction Trades Council;

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

NOW, THEREFORE, the Parties agree to this Policy:

ARTICLE 1 - PARTIES

This Policy is established by Construction Manager and by the New York City Building and Construction Trades Council, AFL-CIO (“Council”), on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

ARTICLE 2 - GENERAL CONDITIONS

Section 2.1 - Summary

Owner and Construction Manager prohibit the use, sale, dispensing, possession and/or the presence in a Worker’s system of illegal or unauthorized drugs or alcohol on the Project site. All Project site personnel will be required to submit to drug and alcohol screening as a pre-requisite to receipt of site access privileges, subject to Section 2.5 below. Drug and alcohol screening will also all be conducted randomly, post accident, and for reasonable suspicion.

Any individual or organization on site that violates this Policy is subject to disciplinary action up to and including loss of site access privileges.

Section 2.2 - Revocation of Project Site Access Privileges

Any one of the following occurrences may result in discipline, up to and including, the immediate revocation of Project site access privileges:

1. An individual is found selling or using drugs or alcohol on the Project site;
2. An individual has been convicted under any criminal drug or alcohol statute for a violation occurring in the workplace within the past two years;
3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

Section 2.3 - Definitions of Terms Used In This Policy

Applicant: Any individual or contractor who is seeking work or access to the Project in order to perform work for the benefit of the Project but is not yet authorized to be on the Project site or to perform Project Work.

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit 1. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Council or its respective members. The Project Personnel shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device ("EBT"): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A contractor-selected laboratory, which is SAMHSA, (Substance Abuse and Mental Health Services Administration), certified for the testing of drugs.

Licensed Physician: An authorized practitioner of medicine, as one graduated from a college of medicine or osteopathy and licensed by an appropriate licensing authority.

Medical Review Officer ("MRO"): A licensed physician responsible for receiving laboratory

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results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result, together with his/her medical history and all other relevant information.

Preliminary Drug Screen Test: Utilization of a manufactured drug testing device, which may be field or clinically administered, which tests a urine sample for the drugs covered by this program at or about the screening cut-off limits. The testing device gives a test result at the time the test is taken.

Previous Worker: All individuals whose employment relationship with the Contractor, Owner, Construction Manager or other organization on the Project site no longer exists.

Project: The construction of the Eastern Rail Yard section of the John D. Caemmerer West Side Yard located in the borough of Manhattan in the City of New York, bounded on the east and west portions by 10th Avenue and 11th Avenue respectively and bounded on the north and south portions by 33rd Street and 30th Street respectively.

Reasonable Suspicion: When a Contractor, the Construction Manager or Owner reasonably believes that an individual has violated this Policy. Reasonable Suspicion is based upon (1) specific, current, behavioral or performance indicators, or (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol.

Contractor: An independent contractor or subcontractor which is engaged in the construction industry and employs on the Project site individuals who are skilled in one or more of the building trades.

Worker: An employee of Owner, Construction Manager, Contractor, subcontractor, vendor or supplier who is performing labor, supervision or other work on the Project site.

Section 2.4 - Included Workers

This Policy shall cover all employees of the Owner, Construction Manager and Project trade contractors, their subcontractors and any other of their respective personnel at any level that are performing construction activity at the Project site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

Section 2.5 - EXCLUDED Workers

The following persons are not subject to the provisions of this Policy:

- A. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- B. Vendors and employees of vendors engaged on a Project site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or non-

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conforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;

- C. Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- F. Emergency responders.

Section 2.6 - Prescription and Non-Prescription Drugs

The use of prescription drugs not prescribed by a Licensed Physician directly to the Worker being tested is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs which are sold outside the United States, and which contain substances that are illegal or require a prescription in the United States, are prohibited unless prescribed by a licensed physician.

Section 2.7 - Searches

In order for Construction Manager to assure the safety of the workers and to protect the Project, Construction Manager reserves the right, upon good cause, such as reasonable suspicion of a violation of this Policy, to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of the Project site. A search may include any assets owned by others on the Project site including vehicles, lockers, desks and personal property brought onto or maintained at the Project site, excluding personal body searches or physical contact with employees.

ARTICLE 3 - DRUG & ALCOHOL TESTING

Section 3.1 - Collection Process

On site testing will be performed by an independent service provider designated by the Construction Manager. Urine samples will be collected, in accordance with chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider.. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

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All Workers on the Project will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting presence of alcohol when submitting to random, post accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

Section 3.2 - Pre-Access Testing

A pre-access test will be required for all applicants, prior to the issuance of a Project site access card or badge .

Section 3.3 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

Section - 3.4 - POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result or that the sample has been adulterated, the individual will not be allowed access to the Project site. . The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered *in violation* of this Policy and not be allowed access to the Project site as provided below in Section 3.4 and/or access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will be permitted and/or not revoked.

Section 3.5 - CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Applicants and Workers with a Confirmed Positive Test will be denied site access. Project Personnel with confirmed positive drug test results will have their site access revoked.

B. Positive EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

C. Reinstatement of Site Access Privileges

If the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be allowed and/or reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the Owners and

Hudson Yards PLA

Construction Manager:

1. The individual has provided proof of wellness from an accredited rehabilitation facility, or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the Construction Manager and/or Owner.

If all of these conditions have been met, the Owner and Construction Manager agree that they will not unreasonably withhold their consent to any such request. All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to all Project sites.

Section 3.6 - RANDOM TESTING

The third party provider designated by the Construction Manager will randomly select by an objective criteria a testing pool for random drug testing, from all holders of Project site access cards or badges. Any individual selected for a random drug and alcohol test will be required to submit to an EBT and drug test. Individuals may be tested more than once during any given time period.

If an individual is unable to attend the first scheduled random test, as a result of being involved in a work-related task, the test will be rescheduled for a randomly selected day during the following fifteen days (including weekends, holidays etc.). If the second test is missed for any reason, the incident will be reviewed by the Construction Manager and Project site access privileges will be determined by the Construction Manager. If the individual refuses to take the test, their access privileges will be immediately revoked.

Section - 3.7 - POST ACCIDENT TESTING

After each work-related accident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the accident will be required to submit to a drug and/or alcohol test immediately following the accident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any individual involved in a non-injury related industrial incident, with damages at or in excess of \$200 will be required to submit to a drug and alcohol test unless:

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It is determined, after conducting an accident investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the accident/incident.

It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

Section 3.8 - Reasonable Suspicion Testing

A Worker will be required to submit to a drug and alcohol test when there is reasonable suspicion the individual has violated this Policy.

Reasonable suspicion can be described as, but is not limited to:

1. Violent or irrational behavior;
2. Emotional unsteadiness;
3. Sensory or motor-skill malfunctions;
4. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators; or
5. Possession of alcohol, unauthorized drugs or drug paraphernalia

Reasonable suspicion testing may only be ordered by supervisory personnel that have been trained to recognize the above referenced factors. It is agreed that the third party testing service will select a specific training program that will satisfy the above requirement.

Section 3.9 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of applicants and Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any individual shall be entitled to review his or her own records upon timely request.
3. The Parties agree to make a good faith effort to resolve any other privacy concern of applicants and Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

EXHIBIT 1

CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

<u>Drug Class</u>	<u>Screening Cut-Off Limit (ng/ml)</u>	<u>Confirmation Cut-off Limit (ng/ml)</u>
Amphetamines	1000	500
Benzoylcegonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6-acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml

Alcohol Screening

All Workers will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Worker will be considered in violation of this Policy.

If the results of the evidential breath test are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
 - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.

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- If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified.
 - If a Project Personnel is sent home two times within a six month period pursuant to this Section 1, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.
- Notwithstanding anything set forth above to the contrary, a Project Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may not voluntarily go home more than once within a twelve month period.
 - If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
 - If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
 - Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section

EXHIBIT 2

APPLICANT/EMPLOYEE CONSENT FOR DRUG AND ALCOHOL TESTS

Job # or Work Location: **THE PROJECT COMMONLY REFERRED TO AS HUDSON YARDS AND DEFINED AS THE PROJECT IN SECTION 2.3 OF THE POLICY**

Name: _____

Home Address: _____

Home Phone #: _____

Local Phone #: _____

I have read the Construction Manager's Drug and Alcohol Policy ("Policy") and agree to adhere to the Policy.

Applicant

I hereby consent and agree to give a specimen of my urine at the designated collection location. This specimen shall be used to detect the presence of prohibited drugs in my body. I further consent and agree that the drug results may only be furnished to the Company by the testing facility, or the Medical Review Officer.

Employee

In the event that I am involved in a work-related accident or incident, or there is reasonable suspicion of a drug or alcohol problem involving me, or a violation of the Policy or if I am randomly selected, I consent and agree to take an Evidential Breath Test from designated personnel. I further consent and agree to give specimens of my urine for the purpose of testing for the presence of unauthorized drugs in my body. The testing facility or Medical Review Officer is authorized to release the results of such tests only to the Construction Manager's Project safety manager. The Construction Manager's Project safety manager shall not disclose the results of such test to anyone other than me and my employer except in connection with any legal or administrative proceeding in connection with my test results, the Policy or as required by law.

My signature below acknowledges that I have read and understand the foregoing statements and the consent given herein. A confirmed positive result on these test(s) will be cause for termination from employment at the Project. If requested, I will be provided with a written copy of a failed test report.

Witness Signature

Applicant/Employee Signature

Date

Date