



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

GARY LaBARBERA
PRESIDENT

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

BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NEW YORK STATE

AMERICAN FEDERATION OF LABOR OF CONGRESS
OF INDUSTRIAL ORGANIZATION

January 28, 2014

To: All Affiliates

From: Gary LaBarbera

Re: Finalized Project Labor Agreement

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

- **One West End Avenue – Manhattan Residential PLA – Tishman Construction, Inc.**

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

Yours in Solidarity

Gary LaBarbera



One West End Avenue Manhattan Residential Market Recovery PLA

SECTION 2.

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

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

Tishman Construction Corp.

Allan M. Paull
ALLAN M. PAULL, Executive Officer
SENIOR VICE PRESIDENT

Dated: January 02, 2014

Building and Construction Trades Council
of Greater New York

Gary LaBarbera
Gary LaBarbera, President

Dated: 1/28/14

Building and
Construction
Trades

www.BCTD.org

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December 13, 2013

**SENT ELECTRONICALLY
(Original Sent Via US Mail)**

Mr. Gary LaBarbera, President
Greater New York & Vicinity Building and
Construction Trades Council
71 W. 23rd Street, Suite #501
New York, NY 10010

Dear Brother LaBarbera:

We are in receipt of your proposed Project Labor Agreement for One West End Avenue New York, NY (#1767-13).

After careful review of your submitted PLA, the Committee recommended its approval. Therefore, the Department also gives its approval to proceed.

It is the duty and responsibility of your Council to notify all affiliates of the pre-job conference, whether they have any equity in the project or not. The affiliates can make the decision to attend or not, based on the nature of the pre-job.

With kind personal regards, I am

Sincerely and fraternally,



Brent Booker
Secretary-Treasurer

BB/ka

cc: Project Review Committee (Sent Electronically)

One West End Avenue Manhattan Residential Market Recovery PLA

**PROJECT LABOR AGREEMENT COVERING
SPECIFIED CONSTRUCTION WORK**

BETWEEN AND AMONGST

**Tishman Construction Corp.
Construction Manager**

-And-

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

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PROJECT LABOR AGREEMENT
COVERING SPECIFIED CONSTRUCTION WORK

PREAMBLE

WHEREAS, Riverside Center Site 5 Owner LLC, (herein the “Owner/Developer”), has a contract with Tishman Construction Corp., (herein the “Construction Manager”), to perform construction management and construction services at the Project identified below; and

WHEREAS, the Building & Construction Trades Council of Greater New York and Vicinity (herein the “Council”) desires to provide for the cost efficient, safe, quality, and timely completion of certain construction work (the “Work”) to be performed at One West End Avenue, New York, NY 10023 (the “Project”); and

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

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

(2) expediting the construction process;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Project;

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

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(5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done yet at competitive pay rates;

(6) permitting adjustments to work rules and staffing requirements from those that otherwise might obtain;

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

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

WHEREAS, due to the national and local economic downturn the residential construction market in New York City has been severely impacted resulting in the cancellation, delay and modification of many residential projects; and

WHEREAS, the Council, its affiliated Local Unions and their members, desire to mitigate the impact of the economic downturn on residential construction in New York City and have negotiated the terms of this Project Labor Agreement for primarily residential projects in the County of New York (Manhattan) that are not subject to the Davis Bacon and Related Acts, Article 8, Section 220 of the New York State Labor Law, or their equivalents and that are commenced prior to December 31, 2014; 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

WHEREAS, the Parties desire to maximize safety conditions for both workers and users of Project Work and the Project;

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

ARTICLE 1 - PARTIES TO THE AGREEMENT

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

ARTICLE 2 - GENERAL CONDITIONS
SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties, including the Council and its signatory affiliated Local Unions, are referred to singularly and collectively as "Union(s)," where specific reference is made to "Local Unions" that phrase is sometimes used. The term "Council" means the Building and Construction Trades Council of Greater New York and Vicinity. The term "Construction Manager" means Tishman Construction Corp. 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 "Owner/Developer(s)" means Riverside Center Site 5 Owner LLC. The term "Agreement" means this PLA, the applicable Schedule "A" Collective Bargaining Agreements identified in Schedule "A," and the Letter of Assent annexed hereto as Exhibit 1, which are hereby incorporated by reference herein and made a material part thereof.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council and its participating signatory affiliated Local Unions; (2) the Agreement is approved by the Building and Construction Trades Department;

and (3) the Agreement is approved and signed by an Executive Officer of the Construction Manager, with authority to bind the organization.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

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

SECTION 4. SUPREMACY

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

SECTION 5. LIABILITY

The liability of the Construction Manager, 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 BCTC 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 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 Project Work.

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 be limited to construction contracts for all construction work related to construction of a 42 story, residential building consisting of 568,000 square feet of condominiums, 100,000 square feet of rental housing, 9,000 square feet of retail space, and 22,000 square feet of parking, which is bid and let after the effective date of this Agreement, and shall hereafter be referred to as "Project Work." No work within the jurisdiction of an affiliated union shall be excluded from the Project Work unless expressly excluded in this Agreement. This Agreement is effective upon full execution by the Parties. All Parties, including the participating signatory Local Unions, may execute the Agreement in counter-parts.

SECTION 2. PRE-JOB CONFERENCES

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

SECTION 3. TIME LIMITATIONS

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

SECTION 4. EXCLUDED EMPLOYEES

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

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

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

c. Employees of the Owner/Developer or Construction Manager, except those performing manual labor will be covered by this Agreement;

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

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

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

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g. Employees engaged in work which is ancillary to Project Work and performed by third parties such as utility companies who shall install their work only to a certain demarcation point identified by the 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 5. 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 employment, single employer or alter ego status among the Construction Manager or any Contractor. As the contracts involving covered Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Construction Manager, for performance under the terms of this Agreement.

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 craft employees who are performing Project Work with respect to that work.

SECTION 2. UNION REFERRAL

The Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls as set forth in any Collective Bargaining Agreement in Schedule "A" to this Agreement. Notwithstanding this, the Construction Manager and Contractors shall have the sole right to determine the competency of

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all referrals; to determine the number of employees required; select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to required show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Construction Manager or the Contractor, (Saturdays, Sundays and holidays excepted), the Construction Manager, or a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the 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 the Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

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

SECTION 4. WORKFORCE DEVELOPMENT

The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. Therefore, it is the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work

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to be covered by this Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs, the Edward J. Malloy Initiative for Construction Skills, and any program that may be offered or approved by the BCTC/BCTD, and outreach programs to the community describing opportunities available as a result of the Project.

SECTION 5. UNION DUES

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

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

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

ARTICLE 5- UNION REPRESENTATION
SECTION 1. LOCAL UNION REPRESENTATIVE

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

SECTION 2. STEWARDS

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

b. In addition to their work as an employee, the Stewards shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the 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.

SECTION 3. LAYOFF OF A STEWARD

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

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

**ARTICLE 6 - MANAGEMENT'S RIGHTS
SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of the Schedule "A" Collective Bargaining Agreements and this Agreement, the Construction Manager and Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to direct the Project work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of Project Work; 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. 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. Temporary system coverage may be provided by the Contractor's employees already working under this Agreement during their regular work hours. The Construction Manager may determine the need for temporary system coverage requirements during non-work hours. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved through the New York Plan for the Settlement of Jurisdictional Disputes.

SECTION 3. 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, hand billing, demonstrations or other disruptive activity on Project Work for any reason by any Union or employee against the Owner/Developer, Construction Manager and Contractors or other employers; provided that where a fringe benefit delinquency occurs the withholding of labor by the affected union pursuant to the terms of its Schedule "A" agreement shall not constitute a strike or work stoppage within the meaning of this section. This Agreement, including the provisions of this Article, shall apply to all Project Work and any work that is not covered by this Agreement is not considered Project Work and shall not be covered by this provision of the Agreement. There shall be no lockout at this Project Work site by the Owner/Developer, 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 collective bargaining agreements.

SECTION 2. DISCHARGE FOR VIOLATION

The Construction Manager and/or Contractor may immediately discharge any employee violating Section 1 above.

SECTION 3. NOTIFICATION

If the Construction Manager or a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, and the Council shall request, and each shall otherwise use their best efforts to cause the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council or any other Union. Failure of the 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 Richard Adelman, as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and Council.

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

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c. All notices pursuant to this Article may be provided by certified mail, telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Construction Manager or Contractor involved, and Local Union involved and the Council. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross-examination) unless otherwise agreed. A failure of any Union, 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 issued are 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.

f. Any rights created by statute or law governing arbitration proceedings that are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the 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 Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

The Labor Management Committee ("Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Affiliated Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; and (3) discuss matters relating to staffing, scheduling, safety and productivity. The Committee shall be jointly chaired by a designee of the 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.

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 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.

One West End Avenue Manhattan Residential Market Recovery PLA

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 (or designee), shall meet in Step 2 within 7 business days of a request, or as soon thereafter as practical, to endeavor to arrive at a satisfactory settlement.\

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the Step 2 participants may, within 21 calendar days after the initial Step 2 meeting, or as soon thereafter as practical, submit the grievance to arbitration by requesting an arbitration hearing in writing (copies to other participants, including the Contractor, Council and Construction Manager (or designee)), to Richard Adelman, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the Arbitration Hearing. 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.

One West End Avenue Manhattan Residential Market Recovery PLA

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), 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 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 involving Project Work. All Project Work assignments shall be made by the Contractors to unions affiliated with the BCTC and/or BCTD consistent with the New York Plan and its Green Book decisions, if any. Where there are no applicable Green Book decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 2. NO DISRUPTIONS

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

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with Project Work while any jurisdictional dispute is being resolved. Project Work shall proceed as assigned by the Contractors until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

a. All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage and fringe benefit rates set forth in the applicable Collective Bargaining Agreement in Schedule "A" and as adjusted in paragraph b of this subsection.

b. The signatory Unions shall adjust their Schedule "A" Agreements to provide for the equivalent of a twenty (20%) percent reduction in the payroll costs attributable to the wage and benefit rates for the trade. This reduction may be accomplished by any lawful method including, but not limited to, direct payroll reductions, targeting efforts in accordance with existing targeting programs, work rule adjustments, apprentice ratios, and/or the provisions of Article 6, Section 2 (Temporary Services) of this Agreement, or any combination thereof, within the Union's sole discretion.

One West End Avenue Manhattan Residential Market Recovery PLA

c. The reduction shall apply to the Schedule "A" Agreements. In the event a signatory Union has a Schedule "A" Agreement that contains adjustments for residential work and/or other sectors of industry work, such as public works that the union has determined to apply to residential work, those adjustments shall be credited toward the 20% reduction set forth herein.

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 but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

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

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS

SECTION 1. WORK WEEK AND WORK DAY

a. The standard work week shall be Monday through Friday. The standard work day shall be 8 hours at straight time rates, plus a 1/2 hour unpaid lunch period each day.

b. In accordance with Project Work needs, the Contractor, with the consent of the Construction Manager will have discretion in setting the start of the work day at the commencement of the job. The starting times may range from 7:00 a.m. to 8:00 a.m. Where a

One West End Avenue Manhattan Residential Market Recovery PLA

Local Union has already agreed to staggered starting times in Schedule "A," deference shall be afforded to that Local Union.

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

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

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

SECTION 2. OVERTIME

All overtime may be scheduled and paid pursuant to the applicable Schedule "A" Collective Bargaining Agreement.

SECTION 3. SHIFTS

Shift work may be scheduled and paid in accordance with the Schedule "A" Collective Bargaining Agreements.

ARTICLE 13 – APPRENTICES

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will use their best efforts to employ apprentices in their respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which the apprentices are registered and consistent with the applicable apprentice program rules.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements, as appropriately applied to particular trades, are at all times maintained on the Project Work site and

the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor from injury or harm, to the extent consistent with their obligations under the law, rules or regulations.

SECTION 2. SITE RULES

The Construction Managers and the Contractors shall establish reasonable work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of Project Work. These rules will be explained at the pre-job conferences and posted at the Project Work site and may be amended thereafter as necessary.

ARTICLE 15- NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 16 - DURATION

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

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either

One West End Avenue Manhattan Residential Market Recovery PLA

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

SECTION 2. THE BID SPECIFICATIONS

In the event that the 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 as to signatory Contractors and Unions.

b. Nothing in this Agreement is intended to be or shall be construed as a waiver by any Affiliated Union of any prevailing wage determination or schedule that is applicable to their

One West End Avenue Manhattan Residential Market Recovery PLA

trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement.

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

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS
SECTION 1. CHANGES TO AREA CONTRACTS

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

ARTICLE 19 – HELMETS TO HARDHATS
SECTION 1.

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

One West End Avenue Manhattan Residential Market Recovery PLA

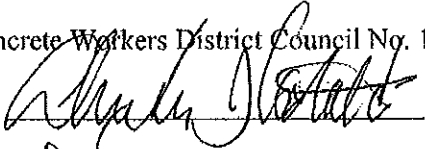
FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By:  _____

Date: Dec. 31, 2013 _____

Drywall Tapers 1974 DC 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: _____

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA - *Tishman*

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

**Glaziers Local Union No. 1281
District Council 9**

By: _____

Date: _____

Electrical 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: *[Signature]*

Date: *1/2/14*

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *[Signature]*

Date: *01-06-14*

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____



One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: *William D Hayes*

Date: *1/6/14*

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

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Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12A

By: *Francisco de Vargas*

Date: *1/2/2014*

Iron Workers Local No. 40

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

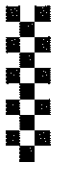
By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____



One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: [Signature]

Date: 1/2/14

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

**Glaziers Local Union No. 1281
District Council 9**

By: [Signature]

Date: 1/2/14

Electrical 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: _____

Metal Polishers District Council #9

By: [Signature]

Date: 1/2/14

Iron Workers District Council

By: _____

Date: _____



One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5
By: _____
Date: _____

Carpenters District Council
By: _____
Date: _____

Concrete Workers District Council No. 16
By: _____
Date: _____

Cement Masons No. 780
By: _____
Date: _____

Drywall Tapers 1974 DC 9
By: _____
Date: _____

Derrickmen and Riggers Local Union No. 197
By: _____
Date: _____

**Glaziers Local Union No. 1281
District Council 9**
By: _____
Date: _____

Electrical 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: _____

Metal Polishers District Council #9
By: _____
Date: _____

Iron Workers District Council
By: Edward J. Wash
Date: 1-2-2014

One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: *[Signature]*

Date: *1-2-2014*

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: Robert W. Walsh

Date: 1-2-2014

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: Steven Lubwison
STEVEN LUBWISON
Date: 1/2/14

Carpenters District Council

By: _____
Date: _____

Concrete Workers District Council No. 16

By: _____
Date: _____

Cement Masons No. 780

By: _____
Date: _____

Drywall Tapers 1974 DC 9

By: _____
Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____
Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____
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Electrical Local No. 3

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Heat & Frost Insulators
Local Union No. 12A

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Heat & Frost Insulators
Local Union No. 12

By: _____
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Iron Workers Local No. 40

By: _____
Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____
Date: _____

Metal Polishers District Council #9

By: _____
Date: _____

Iron Workers District Council

By: _____
Date: _____

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One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: Joseph Burdano

Date: 01/02/14

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Electrical 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: _____

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: Stephen P. ...

Date: 1/7/14

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

FOR THE LOCAL UNIONS:

Boilermakers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

**Glaziers Local Union No. 1281
District Council 9**

By: _____

Date: _____

**Heat & Frost Insulators
Local Union No. 12A**

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: *Christopher E. Eickson*

Date: *1-28-14*

**Heat & Frost Insulators
Local Union No. 12**

By: _____

Date: _____

**Laborers Local 1010 Pavers and Road Builders
District Council**

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: *[Signature]* (Signs & Graphics)

Date: *1-6-14*

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: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By:  _____

Date: 1/14/14 _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Laborers Local No. 731 Excavators

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

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Date: _____

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One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

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By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

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Sheet Metal Workers Local No. 28

By: _____

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Teamsters Local Union 814

By: _____

Date: _____

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Date: _____

Steamfitters Local Union
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Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Teamsters Local Union No. 282

By: Thomas Desueldi

Date: 1/2/14

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

By: [Signature]

Date: 1/2/14

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: [Signature]

Date: 1/2/14

Steamfitters Local Union
No. 638

By: _____

Date: _____

Painters Structural Steel No. 806

By: [Signature]

Date: 1/2/14

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

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

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: *[Signature]*

Date: 1/6/2014

**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: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council #9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: *[Signature]*

Date: 1/4/14

Teamsters Local Union 814

By: _____

Date: _____

Laborers Local No. 731 Excavators

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: _____

Jan. 2. 2014 12:35PM

No. 3911 P. 3/4

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: Ricardo B. Pineda

Date: 1/6/14

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

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Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

By: _____

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Date: _____

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By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Laborers Local No. 731 Excavators

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: Thomas W. Lane

Date: 1/14/88

Teamsters Local Union No. 282

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

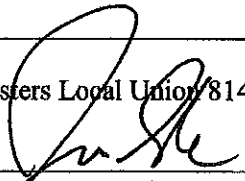
Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By:  _____

Date: 4/14/2014

Laborers Local No. 731 Excavators

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: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Plasterers Local Union No. 262

By: _____

Date: _____

**Roofers & Waterproofers
No. 8**

By: *Mike Schuman*

Date: 1/2/14

One West End Avenue Manhattan Residential Market Recovery PLA

Plasterers Local Union No. 262

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Plumbers No. 1

By: 

Date: 

One West End Avenue Manhattan Residential Market Recovery PLA

Plasterers Local Union No. 262

By: *M. J. Miller*

Date: 1/6/14

Roofers & Waterproofers

No. 8

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

Plasterers Local Union No. 262

By: _____

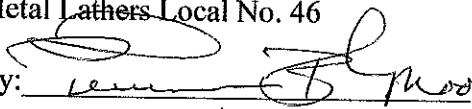
Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Metal Lathers Local No. 46

By:  _____

Date: 1/15/14 *

Plumbers No. 1

By: _____

Date: _____

One West End Avenue Manhattan Residential Market Recovery PLA

SCHEDULE "A"

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1281	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.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	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	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	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	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association

One West End Avenue Manhattan Residential Market Recovery PLA

International Brotherhood of Teamsters, Local 282, High Rise contract	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	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	Independent
Local 8 Roofers, Waterproofers & Allied Workers	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	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	Independent
Millwright Local 740	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	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

One West End Avenue Manhattan Residential Market Recovery PLA

Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
The Cement Masons' Union, Local 780	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity	GCA

One West End Avenue Manhattan Residential Market Recovery PLA

The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	GCA
The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	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	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	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	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	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	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	NYC Millwright Contractors Association

One West End Avenue Manhattan Residential Market Recovery PLA

<p>The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers</p>	<p>The Greater New York and New Jersey Contractors Association</p>
<p>United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity</p>	<p>Contracting Stonesetters Association Inc.</p>
<p>United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity</p>	<p>Building Stone and Pre-cast Contractors Association</p>

EXHIBIT 1

One West End Avenue Manhattan Residential Market Recovery PLA

Project Labor Agreement - - Letter of Assent

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

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as: One West End Avenue and located at: One West End Avenue, New York, NY 10023 (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
(2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
(3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Project Work as required by the PLA.
(4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
(5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

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

Name of Contractor or subcontractor:

Authorized Officer & Title:

Address:

Phone: Fax:

Contractors State License #:

Entity your company is contracted with and address:

Dated:

Sworn to before me this day of, 20

Notary Public

EXHIBIT 2

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL
STANDARDS OF EXCELLENCE

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

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

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

The Unions affiliated with the New York City Building, 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.

DRUG & ALCOHOL TESTING POLICY

PREAMBLE

WHEREAS, Riverside Center Site 5 Owner LLC as Owner of the 1 West End Avenue construction project ("1 West End Avenue") ("Owner") desire to provide for a safe, drug and alcohol free work site for 1 West End Avenue ("Project");

WHEREAS the parties have entered into a separate Project Labor Agreement the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between the Owners, their construction managers for the Project, Tishman Construction Corporation (the "Construction Manager") and the New York City Building and Construction Trades Council ("Council") (the Owner, Construction Manager and BCTC are collectively referred to hereafter as the "Parties");

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof, December 06, 2013.

ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy ("Policy") is hereby established by the Owner, their Construction Manager, and by the 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

In order to reinforce the Parties' respective drug and alcohol policies, including the Project's zero-tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

SECTION 2.2 REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a 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 Project's 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

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 laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

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

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for Owner's Project, located at 1 West End Avenue, New York, New York 10023.

Reasonable Suspicion: When a qualified trade contractor, an Owner, or Construction Manager, as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Owner or Construction Manager.

SECTION 2.4 - INCLUDED SUBJECTS

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 any activity at a 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 SUBJECTS

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-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 directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that 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 the Owner and Construction Manager to ensure the safety of Project Personnel and for the Owner to protect its assets, the Owner and Construction Manager shall have 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 a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

ARTICLE 3 — DRUG & ALCOHOL TESTING

SECTION 3.1 COLLECTION PROCESS

Project Personnel may be required to submit urine samples (“Preliminary Drug Screening”) for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, 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.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the 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 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 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, 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 their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

SECTION 3.4 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. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

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 reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the Owner and 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 the Project Site.

SECTION 3.5 RANDOM TESTING

A third party provider designated by the Construction Manager will randomly select by an objective criteria a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the Construction Manager and Owner.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, the drug test will be rescheduled for a randomly selected day during the following fifteen days (including weekends, holidays, etc.). If the second drug test is missed for any reason, the incident will be reviewed by the Owner and Construction Manager, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 3.6 POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. 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 Project Personnel involved in a non-injury related incident at a Project Site with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. 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 3.7 REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;
- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 3.8 PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of 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 Project Personnel shall be entitled to review upon timely request.
3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

ARTICLE 4 — GRIEVANCE

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 as of December 11, 2013.

FOR OWNERS
RIVERSIDE CENTER SITE 5 OWNER LLC

BY: J.F.G.
NAME: JIAN GANER
TITLE: PROJECT EXECUTIVE

FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

BY: _____
NAME: GARY LABARBERA
TITLE: PRESIDENT

FOR CONSTRUCTION MANAGER — TISHMAN CONSTRUCTION CORPORATION

BY: Allan M. Paull
NAME: ALLAN M. PAULL
TITLE: SENIOR VICE PRESIDENT

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.

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut-off Limit (ng/ml)
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 Project Personnel 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 Project Personnel will be considered in violation of this Policy.

If the results of the EBT 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.
 - 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 for at least five [5] calendar days and 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 3.4(c) of the Policy.
 3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy.