



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

GARY LaBARBERA
PRESIDENT

AFFILIATED WITH THE
BUILDING CONSTRUCTION TRADES DEPARTMENT
OF WASHINGTON D.C.
—
BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NEW YORK STATE
—
AMERICAN FEDERATION OF LABOR OF CONGRESS
OF INDUSTRIAL ORGANIZATION

August 16, 2012

To: All Affiliates

From: Gary LaBarbera


Re: Finalized Project Labor Agreement

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

- **108-11 Queens Blvd, Outer Borough Residential PLA – Gilbane/Kreisler Borg Florman Co., 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



108-11 Queens Blvd. - Outer Borough Residential Market Recovery

surrounding communities of the Project, especially disadvantaged residents, in pursuing 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 utilizing the Building and Construction Trades Council' Edward J. Malloy Initiative for Construction Skills, and any program that may be offered the Department, and outreach programs to the community describing opportunities available as a result of the Project.

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

BY: *Gary La Barbera*
Gary La Barbera, President

Date: *8/16/12*

**FOR the Construction Manager
GILBANE/KREISLER BORG FLORMAN
GENERAL CONSTRUCTION CO., INC.**

BY: *[Signature]*, Managing Member
for V.P. Gilbane & president of KBFG

Date: *8/16/12*

AFFILIATES: See attached addendum for signatory affiliates

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

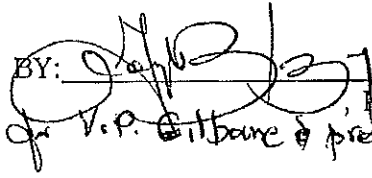
surrounding communities of the Project, especially disadvantaged residents, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs utilizing the Building and Construction Trades Council' Edward J. Malloy Initiative for Construction Skills, and any program that may be offered the Department, and outreach programs to the community describing opportunities available as a result of the Project.

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Date: _____

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GENERAL CONSTRUCTION CO., INC.**

BY:  _____, Managing Member
of V.P. Gilbane & president of KBFG

Date: 8/16/12

AFFILIATES: See attached addendum for signatory affiliates

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

OUTER BOROUGH - RESIDENTIAL
MARKET RECOVERY PROJECT LABOR AGREEMENT

108-11 QUEENS BOULEVARD
PROJECT

NEW YORK CITY

Between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY

And

GILBANE/KREISLER BORG FLORMAN GENERAL CONSTRUCTION CO., INC.
(Construction Manager)

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PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, the Construction Manager and its contractors are engaged in construction and have employed and now employ members of the unions affiliated with the New York City Building and Construction Trades Council; and

WHEREAS, the Construction Manager, GILBANE/KREISLER BORG FLORMAN GENERAL CONSTRUCTION CO., INC., has a contract with CORD MEYER ASSOCIATES OF N.Y., the Owner-Developer, to perform construction management and construction services at the project identified as 108-11 QUEENS BOULEVARD, FOREST HILLS, NY 11375; and

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

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

WHEREAS, the Construction Manager and the New York City Building and Construction Trades Council desire to mitigate the impact of the economic downturn on construction in the Outer Boroughs of the City of New York and have negotiated the terms of this emergency Project Labor Agreement to promote the cost efficient, safe, quality, and timely completion of construction work on certain residential projects in the Outer Boroughs of New York; and

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

- (1) expediting the construction process and otherwise minimizing disruption to the project;
- (2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the project;
- (3) standardizing certain terms and conditions governing the employment of labor on the project;
- (4) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (5) ensuring a reliable source of skilled and experienced labor;
- (6) maximizing project safety conditions for both workers and others;
- (7) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner; and

WHEREAS, the New York City Building and Construction Trades Council and its affiliated Unions, together with the Construction Manager and its contractors desire to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

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

ARTICLE I - PARTIES TO THE AGREEMENT

This Project Labor Agreement ("PLA" or "Agreement") is entered into, by and between the Construction Manager, GILBANE/KREISLER BORG FLORMAN GENERAL CONSTRUCTION CO., INC., and the New York City
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Building and Construction Trades Council (BCTC) and its Affiliated Unions which have signed the Agreement. The PLA will govern the relationship between the General Contractor, contractors, subcontractors and the signatory Affiliated Unions with respect to the construction work performed at 108-11 QUEENS BOULEVARD, FOREST HILLS, NEW YORK 11375, provided the Construction Manager will mobilize construction on the project site no later than June 1, 2013. The parties each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.

ARTICLE II - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various union parties, including the BCTC and its signatory Affiliated Unions, are referred to singularly and collectively as "Affiliated Unions"; where specific reference is made to "Affiliated Unions" that phrase is sometimes used to denote a particular union affiliated with the BCTC; the term "Construction Manager" shall refer to the person or entity which is/are responsible for coordinating and overseeing work at the Project and the term "Contractor(s)" shall include any and all General Contractor and subcontractors of all tiers, engaged in work within the scope of this Agreement as defined in Article III. The work covered by this Agreement is referred to herein as "Project Work".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) this Agreement is approved and signed by the BCTC,
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and the Agreement is approved and signed by those of its affiliates participating herein; (2) the Agreement is approved and signed by the Construction Manager; (3) the Agreement is approved by the Building Trades Department, AFL-CIO.

SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

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

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the Collective Bargaining Agreements of the Affiliated Unions, collectively referred to as Schedule "A" agreements, represent the complete understanding of all parties. Where there are conflicts between and among this Agreement and the Schedule "A" Agreements this Agreement governs and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part; provided however where this Agreement is silent on a subject, the applicable collective bargaining agreement(s) shall govern, except for any work performed that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein. The Collective Bargaining Agreements referred to in this PLA are those

agreements negotiated by the Affiliated Unions with their respective employer associations and employers without modification for the 2009-2010 BCTC/BTEA Economic Recovery PLA and without modification by Memorandums of Understanding regarding any other market recovery rate or conditions that may have been negotiated in response to the current economic downturn.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the BCTC and Affiliated Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. BID SPECIFICATIONS

The Construction Manager shall require in its bid specifications for all Project Work within the scope of Article III that all successful bidders, and their subcontractors of whatever tier, and any and all Contractors of any tier awarded or performing work within the scope of this PLA shall become bound by this Agreement, and shall sign and file with the Construction Manager and relevant trades a "Letter of Assent" in the form annexed hereto as Schedule "B" agreeing to be bound to and incorporating the terms of this Agreement by reference prior to any award of work.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

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

SECTION 8. WORK PRESERVATION - SUBCONTRACTING

The Construction Manager agrees that neither it nor any of its contractors or subcontractors will 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 III - THE WORK

This PLA shall apply to all construction work, including site work, demolition, excavation and all construction work, including interior build outs as well as green building technologies used in new construction and/or renovation or retrofit work, related to the Project which consists of the construction and related work for a 17 story residential building including the basement and approximately 100 units, approximately 154,000 square feet

referred to as the 108-11 Queens Boulevard project. The work shall exclude tenant build-outs since that work is not encompassed in the Construction Manager's scope of work. Therefore, it is recognized that the No Strike provisions of this Agreement as set forth in Article VII does not apply to tenant build-outs or any other work expressly excluded from this PLA. In the event that the Construction Manager is engaged to perform tenant build-outs, the terms of this PLA will apply to that work that is within the scope of the Construction Manager's work.

SECTION 1. NON-APPLICATION TO CERTAIN ENTITIES

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

SECTION 2. EXCLUDED EMPLOYEES

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

- (a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and

management persons, unless such persons are specifically and explicitly covered by a craft's Schedule "A"; for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA.

- (b) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except as may be provided for in Schedule "A" agreements.
- (c) Employees of CORD MEYER ASSOCIATES OF N.Y., Owner-developer, its Managing, Sales and/or Leasing Agents, and the Construction Manager, except those performing manual, on site Project Work who 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 on the Contractor's equipment.
- (e) Employees engaged in geophysical and/or environmental testing other than boring for core samples.
- (f) 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 a Construction Manager at the commencement of each Project site, provided that the employees of such third parties are not used to replace employees from performing Project Work pursuant to this Agreement.

- (g) Employees engaged by an Owner to perform final cleaning of windows and apartment interiors provided that laborers who are members of the Union with proper jurisdiction have performed their final sweeping and removal of any window or floor protection; and provided further that where any trade re-enters the space to perform additional work, the laborers will perform the clean-up for that additional work.

ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

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

SECTION 2. UNION REFERRAL

A. The Contractor agrees to employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Affiliated Unions' area collective bargaining

agreements and in accordance with the procedures set forth in those agreements. In the event that an Affiliated Union does not have a referral system or hiring hall, the current practice with respect to contractor hiring for that Affiliated Union shall be observed. Notwithstanding this, Contractors shall have the sole right to reject for good cause any applicant referred by an Affiliated Union.

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

SECTION 3. NON-DISCRIMINATION

The Affiliated Unions represent that their respective Affiliated Union hiring halls and referral systems are and will continue to be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities.

SECTION 4. UNION DUES

All employees of the Contractor and subcontractors performing work covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule "A" local agreements, as amended from

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time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Affiliated Unions which represent the craft in which the employee is performing Project Work. No employee shall be discriminated against at any Project Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Affiliated Unions as an agency shop fee.

SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

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

SECTION 6. APPRENTICES

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

ARTICLE V - UNION REPRESENTATION

SECTION 1. AFFILIATED UNION REPRESENTATIVE

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

SECTION 2. STEWARDS

(a) Each Affiliated Union shall have sole discretion to select and designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner and/or Construction Manager of the identity of the designated Steward and alternate prior to the assumption of such duties. All Stewards shall be working Stewards.

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

SECTION 3. LAYOFF OF A STEWARD

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

ARTICLE VI - MANAGEMENT'S RIGHTS

A. Except as expressly limited by a specific provision of this Agreement and the applicable Schedule "A"s, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the

promotion, transfer, layoff of its employees or the discipline or discharge for just cause of its employees; the assignment (subject to New York Plan provisions) and schedule of work; the promulgation of reasonable Project Work rules that are not inconsistent with this Agreement; and the requirement, timing, and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual shall be permitted or observed.

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

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUTS

There shall be no strikes, picketing, work stoppages, slowdowns, demonstrations or other unlawful disruptive activity with respect to work covered by Article III of this Agreement. This provision shall not apply to work expressly excluded from coverage under Article III of this PLA, including tenant build-outs not being performed or contracted for by the Construction Manager. There shall be no lockouts at the Project by any signatory Contractor, Construction Manager or the Owner-developer.

SECTION 2- DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

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

SECTION 4. EXPEDITED ARBITRATION

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

- (a) A party invoking this procedure shall notify Richard Adelman, as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and the BCTC.
- (b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Affiliated Union involved, the BCTC

and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice.

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

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

Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- (e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the Affiliated Union or Contractor involved, and the Construction Manager.
- (f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Affiliated Unions to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Affiliated Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article

IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE VIII - LABOR MANAGEMENT COMMITTEE AND WORK ASSIGNMENTS

SECTION 1. SUBJECTS

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

SECTION 2. COMPOSITION

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

SECTION 3. PRE-JOB CONFERENCES/JOB ASSIGNMENTS

All project work assignments shall be made by the Construction Manager, Contractors and subcontractors to Affiliated Unions or to unions affiliated with the Building and Construction Trades Department ("Building Trade Unions"), pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee shall be formulated upon execution of this Agreement and shall convene a pre-job conference at least 45 days (or such

lesser period as may be practical) prior to the Construction Manager's mobilization on the job, which shall include all affected Contractor(s) and trade(s), to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor (including the Construction Manager) shall inform the Construction Manager of the identity of the Affiliated Union or Building Trades Union to which it intends to assign the work within the scope of its contract. The Construction Manager shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor (or Construction Manager) beginning its work, schedule a conference with the Contractor, the Construction Manager and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The Construction Manager shall make good faith efforts to ensure that the contracts it lets to contractors shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior New York Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the Construction Manager or Contractor shall assign it in conformance with New York City BCTC area practice.

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

ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

Step 1:

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

precedential except as to the specific Affiliated Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

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

Step 2:

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

Step 3:

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

Step 4:

(a) If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to Richard

Adelman, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Affiliated Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Affiliated Union.

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

SECTION 2. PARTICIPATION BY CONSTRUCTION MANAGER

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

ARTICLE X - JURISDICTIONAL DISPUTES

The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to any and all Contractors, subcontractors; Affiliated Unions and Building Trades Unions performing work on the Project, and any and all jurisdictional disputes that may arise on the

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

SECTION 1. NO DISRUPTIONS

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

ARTICLE XI - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

A. All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage and benefit rates for those classifications as specified in the Schedule A Agreements as defined in Article II, Section 4, and as adjusted in paragraph B below.

B. The signatory Unions shall adjust their Schedule A Agreements, as defined in Article II, Section 4, to provide for the equivalent of twenty (20%) per cent 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, direct payroll reductions, targeting efforts in accordance with existing targeting programs, or any combination thereof, resulting in the equivalent of a twenty (20%) reduction in payroll costs (wage and benefit costs)

for the trades as set forth in the Trade Adjustment schedule attached hereto as an Addendum.

C. All previously negotiated raises due under the Schedule A Agreements shall be applicable to this project and shall be pro-rated in accordance with the 20% reduction set forth in paragraph B above. In the event a signatory Union has a Schedule "A" Agreement that contains adjustments for residential work, those adjustments shall be credited toward the 20% reduction set forth herein.

SECTION 2. TRUST FUNDS

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

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

C. In consideration of the Affiliated Unions not striking over wage and Trust Fund delinquencies, the Affiliated Unions agree to give written notice to the Delinquent Contractor and the Construction Manager within ninety (90) days of knowledge of a Contractor's delinquency with respect to Project Work, and the Construction Manager agrees to immediately notify the alleged

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delinquent Contractor of the claim of delinquency and to withhold from outstanding monies due and unpaid to an alleged delinquent Contractor or any tier subcontractor at the time of receipt of the notice, the amount the Affiliated Union or Trust Fund Administrator claims a Contractor owes for hours worked (or paid) by its employees on the Project. Within seven (7) days after receipt of said notification from the Trust Funds or Affiliated Union, if not already paid prior to said date by the delinquent Contractor, the Construction Manager shall place the amount claimed to be owed into an escrow account established by the Construction Manager for the benefit of the trust funds until the resolution of the claim pursuant to the affected union's delinquency procedures. In the event of a dispute between the allegedly delinquent Contractor and the Union, the Construction Manager will use its best efforts to facilitate the resolution of the claim. If the Construction Manager fails to comply with this provision the involved Affiliated Union may withhold labor until such time as this provision is complied with.

ARTICLE XII - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

A. The standard workweek shall be Monday through Friday (5 days); and the standard work day shall be 8 hours per day, plus ½ hour unpaid lunch 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 Local Union has already agreed to

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

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

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

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

SECTION 2. OVERTIME

Overtime shall be paid for all time worked over eight (8) hours in a day in accordance with the Schedule A Agreements and pro-rated in accordance with the 20% reduction set forth in Article XI, Section 1, paragraph B above.

ARTICLE XIII – TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the Construction Manager. When requested they shall be provided by the employees represented by the appropriate Affiliated Union subject to the New York Plan.

ARTICLE XIV- SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times observed and maintained on the Project Work site and the employees and Affiliated Unions agree to cooperate fully with these

efforts consistent with their rights and obligations under the law. The parties will advocate for strict compliance with applicable safety standards, including but not limited to “Build Safe New York”, a negotiated safety program between the BTEA and the BCTC and its affiliates.

SECTION 2. CONTRACTOR RULES

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

Any and all security measures, background checks or work clearance card programs must be negotiated with and approved by the BCTC and its Affiliated Unions.

ARTICLE XV - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XVI - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. NON-LIABILITY

In the event of an occurrence referenced in Section 1 of this Article, the Owner-developer, the Construction Manager, any Contractor, the BCTC nor any signatory Affiliated Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction or other court determination.

SECTION 3. NON-WAIVER

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

may be performed in the future on any work outside the scope of this Agreement.

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

ARTICLE XVII - DURATION

SECTION 1. DURATION

This PLA shall apply to Project Work beginning upon compliance with the provisions of Article I herein and shall thereafter remain in effect for the duration of the covered work performed on the Project.

This Agreement shall remain in full force and effect until completion of the Project.

SECTION 2. EXTENSION OF AREA CONTRACTS

Except as otherwise set forth herein and subject to the terms and conditions of this Agreement, any changes in the rate or other terms and conditions of employment that are negotiated in any Schedule A Agreement after the start of the construction Project shall be applicable to work on this Project; provided, however, that any increase in the wage and benefit rate shall be pro-rated in accordance with the 20% reduction set forth in Article XI, Section 1 (B).

ARTICLE XVIII - HELMETS TO HARDHATS

Section 1.

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

Section 2.

The Unions and Employers 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.

ARTICLE XIX - WORKFORCE DEVELOPMENT

The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. It is, therefore, the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by the Labor Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: [Signature]

Date: 08-10-2012

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Execution Copy

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

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Date: _____

Glaziers Local Union No. 1281
District Council 9

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Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angela Scagnelli* *see new*

Date: *7/13/12* *Memorandum*
c 7 11

Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: *[Signature]*

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: *[Signature]*

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Jul. 9. 2012 11:30AM

No. 0830 P. 2/4

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: John W. Kelly

Date: 7-10-12

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

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Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: *Francisco Vera*

Date: *7/13/2012*

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No.
197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council No. 16

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 District Council 9

Derrickmen and Riggers Local Union No. 197

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

Electrical Workers Local No. 3

By: _____

By: *Christopher Erickson*

Date: _____

Date: *7/9/12*

Heat & Frost Insulators Local Union No. 12A

Heat & Frost Insulators
Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Iron Workers District Council

Iron Workers Local No. 361

By: _____

By: _____

Date: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: *Handwritten Signature*

Date: *7.6.2012*

Iron Workers Local No. 361

By: _____

Date: _____

Jul. 5. 2012 11:23AM

No. 0821 P. 2/4

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council No. 16

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 District Council 9

Derrickmen and Riggers Local Union No. 197

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

Electrical Workers Local No. 3

By: _____

By: _____

Date: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

Heat & Frost Insulators
Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Iron Workers District Council

Iron Workers Local No. 361

By: _____

By: Richard O'Kane

Date: _____

Date: July 5th, 2012

Iron Workers Local No. 40

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: Joseph Miranda

Date: 7/5/12

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Electrical Workers Local No. 3

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Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *Alexander J. Costello*

Date: *July 5, 2012*

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

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Date: _____

Glaziers Local Union No. 1281
District Council 9

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Heat & Frost Insulators
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Iron Workers District Council

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Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

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By: _____

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Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No.
12A

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Iron Workers District Council

By: *Edward J. Walsh*

Date: *7-5-2012*

Iron Workers Local No. 361

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

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Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

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Drywall Tapers 1974 District Council 9

By:  _____

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Glaziers Local Union No. 1281
District Council 9

By:  _____

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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: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5
By: [Signature]
Date: 2/23/12

Carpenters District Council
By: _____
Date: _____

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

Cement Masons No. 780
By: _____
Date: _____

Drywall Tapers 1974 District Council 9
By: _____
Date: _____

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

Iron Workers Local No. 40
By: _____
Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council
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Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

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Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No.
197

By: *William D Hayes Est/SM*

Date: *7/17/12*

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Jul. 5. 2012 11:16AM

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Metal Lathers Local No. 46

By: *[Signature]*

Date: *July 5, 2012*

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Local 79 Construction and General Building
Laborers

By: Michael [Signature]

Date: July 16, 2012

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers
District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

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Laborers Local No. 78 Asbestos & Lead Abatement

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Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

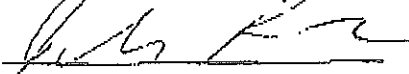
Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council 9

By: 

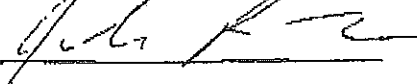
Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council 9

By: 

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: 

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters Structural Steel No. 806

By: 

Date: _____

Mason Tenders District Council

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Metal Polishers District Council 9

By: _____

Date: _____

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Mason Tenders District Council

By: _____


Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 6/5/12

Laborers Local No. 731 Excavators

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: 6/5/12

Steamfitters Local Union No. 638

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Metal Polishers District Council 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Laborers Local No, 731 Excavators

By: *[Signature]*

Date: 7/5/2012

Painters Structural Steel No. 806

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Metal Polishers District Council 9

By: _____

Date: _____

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers
District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Mason Tenders District Council

By: 

Date: 7/10/12

Laborers Local 1010 Pavers and Road Builders
District Council

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead
Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Local 79 Construction and General Building
Laborers

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Jul. 5. 2012 11:29AM

No. 0821 P. 3/4

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Metal Polishers District Council 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: *[Signature]*

Date: *7/9/12*

Painters District Council 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Metal Polishers District Council 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers Local No. 580

By: James P. Maloney

Date: 7-9-12

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

Jul. 5. 2012 11:50AM

No. 0821 P. 3/4

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Metal Polishers District Council 9

By: _____

Date: _____

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: 

Date: July 6, 2012

Mason Tenders District Council

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: Kevin Connors

Date: 7-16-12

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers Local 8

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: _____

Jul. 9. 2012 11:39AM

No. 0830 P. 4/4

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: Richard Daniels

Date: July 12 2012

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: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local Union 814

By:  _____

Date: 7/9/2012

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

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

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

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

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: *[Signature]*

Date: 7/16/12

Teamsters Local Union No. 282

By: _____

Date: _____

Jul. 9. 2012 11:39AM

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: Richard Davis

Date: July 12 2012

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: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: [Signature]

Date: 7-31-12

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

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Jul. 5. 2012 11:42AM

No. 0821 P. 4/4

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Roofers & Waterproofers Local 8

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 Jones

Date: 7/9/12

Teamsters Local Union No. 282

By: _____

Date: _____

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Plasterers Local Union No. 262

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

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

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers Local 8

Teamsters Local Union No. 282

By: _____

By: Thomas Desauldi

Date: _____

Date: 7/5/12

Jul 5 2012 11:40AM

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108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: Paul Collins, Jr. (SF)

Date: 7.10.12

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: _____

SIGNS & GRAPHICS

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Plasterers Local Union No. 262

By: *M. J. [Signature]*

Date: 7/5/12

Teamsters Local Union 814

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Roofers & Waterproofers Local 8

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: _____

SCHEDULE "A"

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011; MOA July 1, 2008-June 30, 2013	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1281	May 1, 2005 - April 30, 2011, MOA May 2011 - April 30, 2017	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974	August 3, 2011- June 27, 2017	Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	July 1, 2009 - June, 30, 2012	The Employer
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008-June 30, 2014	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008- June 30, 2014	The Insulation Contractors Association of New York City, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	January 1, 2010 - December 21, 2012	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	May 12, 2010 - May 8, 2013	New York Electrical Contractors Association

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

International Brotherhood of Teamsters, Local 282, High Rise contract	July 1, 2008 - June 30, 2013	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Independent
Mason Tenders DC	20011-2014	Independent
Millwright Local 740	July 1, 2006 - June 30, 2011	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2011 - April 30, 2015	Independent
Sheet Metal Workers' International Association, Local 28	August 1, 2009 -- July 31, 2011; MOA Extending Agreement through July 31, 2014	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2011 - April 30, 2015	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	October 1, 2005 - September 30, 2011	New York Structural Steel Painting Contractors Association
Teamsters Local 813	12.1.08-11.30.11	IESI NY Corporation
The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	May 1, 2007 - April 30, 2012	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 30, 2011	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 30, 2011	Association of Concrete Contractors of New York
The District Council of New York City and Vicinity	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	Independent

108-11 Queens Blvd. - Outer Borough Residential Market Recovery

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	July 1, 2006 - June 30, 2011	NYC Millwright Contractors Association
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	dated June 8, 2009 - 6.2.13	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	July 1, 2008 - June 30, 2013	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	July 1, 2008 - June 30, 2013	Building Stone and Pre-cast Contractors Association

SCHEDULE "B"

Project Labor Agreement - - Letter of Assent

Dear GILBANE/KREISLER BORG FLORMAN GENERAL CONSTRUCTION CO., INC.:
Construction Manager

The undersigned party confirms that it agrees to be a party to and be bound by the 108-11 QUEENS BLVD. 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 108-1 QUEENS BLVD. and located at 108 QUEENS BLVD., FOREST HILLS, NY 11375 (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Project Labor Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.
- (6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this PLA to a project.

Dated: _____
(Name of Contractor or subcontractor)

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

(Authorized Officer & Title)

(Address)

(Phone) (Fax)

Contractor's State License # _____

Sworn to before me this
____ day of _____, 2012

Notary Public

SCHEDULE "C"

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

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

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

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

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

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