

**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

April 3, 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.

- **127 East 79th Street, Manhattan Residential Market Recovery PLA – Lend Lense. (US) Construction LMB, Inc.**

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

Yours in Solidarity


Gary LaBarbera



127 East 79th Street PLA

**PROJECT LABOR AGREEMENT COVERING
SPECIFIED CONSTRUCTION WORK**

BETWEEN AND AMONGST

Lend Lease (US) Construction LMB, Inc.

-And-

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

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PROJECT LABOR AGREEMENT

COVERING SPECIFIED CONSTRUCTION WORK

PREAMBLE

WHEREAS, 133 East 79th Street LLC, (herein the “Owner/Developer”), has a contract with Lend Lease (US) Construction LMB, Inc., (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 (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 127 East 79th Street, New York, New York 10075 (the “Project”).

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;

(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;

(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, 2012; 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 Lend Lease (US) Construction LMB, Inc., 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 Lend Lease (US) Construction LMB, Inc. and 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 133 East 79th Street 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 for the demolition of an existing 10 story structure and construction of a 19 story condominium residence (32 units), comprising approximately 144,000 square feet at the Project located at 127 East 79th Street, New York, New York 10075, which is bid and let by the Construction Manager 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;
- 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 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 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. 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.

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 issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued

within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

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

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.

- 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.
- If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven business days thereafter, pursue Step 2 of the grievance procedure.
- Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted, in writing, by the Construction Manager (or designee) as creating a precedent.

b. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 business days, 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,

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.

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.

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, 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. In return for the Local Unions not striking over alleged benefit fund delinquencies for work performed on this project, the Construction Manager agrees to withhold from outstanding monies due an allegedly delinquent Contractor/subcontractor,

such amounts as the Fund or Union claim are due and to retain such amount for the benefit of the Fund upon submission of a Delinquency Notice.

- i. A Delinquency Notice shall be a written notice from a fringe benefit fund (“Fund”) or local union (“Union”) stating that monies are owed to a Fund for work performed on the Project. All Delinquency Notices shall be submitted to both the delinquent Contractor and the Construction Manager.
- ii. Where a Delinquency Notice is submitted within 45 days of the last day of the month in which the work was performed for which contributions are delinquent, no claim may be made by the Construction Manager that monies are unavailable from which to make the otherwise required withholding, and the amounts claimed shall be retained for the benefit of the Fund.
- iii. Submission of a Delinquency Notice beyond the above referenced period shall not excuse the required withholding if when the Construction Manager receives the Delinquency Notice, monies are or subsequently become due to the allegedly delinquent Contractor/subcontractor.
- d. Any dispute by the Contractor or Construction Manager concerning the amounts claimed in the Delinquency Notice shall be stated in writing no later than ten calendar days from the date of the Delinquency Notice. Any such dispute shall be resolved, at the option of the Fund or Local Union, pursuant to the Expedited Arbitration procedures set forth in this Agreement
- e. In the event the matter proceeds to arbitration, and the Arbitrator finds the delinquent Contractor owes monies to the Fund, the Arbitrator shall issue an Award (the “Award”). The Award shall set forth that there is a delinquency in required Fund contributions; the amount of the delinquency plus any interest, costs or fees owed; the

manner in which the Award shall be served upon the delinquent Contractor; and the Award shall order the contractor to remit the amount owed within 48 hours of the date and time the Award is served. The Union shall be permitted to withdraw and withhold its labor if the amount awarded in the Arbitrator's Award is not paid within the prescribed period. The only defense the allegedly delinquent Contractor may proffer at a hearing called pursuant to the Expedited Arbitration provisions herein, is that it is not delinquent in its obligations to the Funds.

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

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

h. This delinquency provision is not to be construed as creating a debt or any other liability on the part of the Construction Manager to the Union or to any Fund for any delinquent contributions payable by the defaulting Contractor or subcontractor. However, if the Construction Manager fails to comply with its withholding or payment obligations as set forth above, the Union may, upon five calendar days notice to the Construction Manager and delinquent Contractor, apply to an Arbitrator under Article XI, Section 1 for liquidated damages from the Construction Manager which shall be no less than two times the principal and interest owed to the Fund by the delinquent

Contractor(s) in question; the Arbitrator shall award at least this amount to the Fund, unless he determines that to do so would result in a manifest injustice.

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

ARTICLE 12 - HOURS OF WORK, 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 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, the Construction Manager 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 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 to 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 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

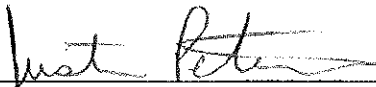
SECTION 1.

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.

SECTION 2.

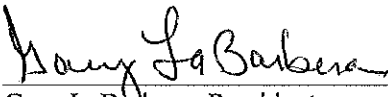
The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans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



Leid Lease (US) Construction LMB, Inc.
, Executive Officer

Dated: 12/29/11



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

Dated: 4/3/12

127 East 79th Street PLA

FOR THE LOCAL UNIONS:

Boiler Makers 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 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: *[Signature]*

Date: 03/30/12

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: _____

Execution Copy

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *[Signature]* _____

Date: *1/11/12* _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

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: _____

FOR THE LOCAL UNIONS:

Boiler Makers 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 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Scognellato*

Date: *1/4/12*

Derrickmen and Riggers Local Union No. 197

By: *William O. Hayes 781/511*

Date: *1/4/12*

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: _____

127 East 79th Street PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: [Signature]

Date: 1/10/12

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 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: _____

Jan. 6. 2012 11:49AM

No. 0060 P. 2/4

127 East 79th Street PLA

FOR THE LOCAL UNIONS:

Boiler Makers 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 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

Christopher Erikson

By: _____

Date: 1-6-12

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

127 East 79th Street PLA

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 DC 9

By: Joseph Henderson

Date: 1/19/12

Derrickinen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 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: _____

Jan. 9. 2012 10:59AM

No. 0064 P. 2/4

127 East 79th Street PLA

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 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 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: Robert W. Watch

Date: 1-9-12

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

Jan. 6. 2012 11:53AM

No. 0060 P. 2/4

127 East 79th Street PLA

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 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 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: 1/6/12

127 East 79th Street PLA

FOR THE LOCAL UNIONS:

Boiler Makers 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 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickinen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: *Neil P. [Signature]*

Date: *1/6/2012*

Laborers Local 1010 Pavers and Road Builders District Council

By: _____

Date: _____

127 East 79th Street PLA

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 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: Francisco Vega Vazquez

Date: 1/6/2012 (pae)

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: _____

127 East 79th Street PLA

FOR THE LOCAL UNIONS:

Boiler Makers 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 DC 9

By: William Cefel

Date: 1/04/12

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

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: _____

127 East 79th Street PLA

Local 79 Construction and General Building
Laborers

Plumbers No. 1

By: _____

By: George W. Kelly

Date: _____

Date: January 5, 2012

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

By: _____

By: _____

Date: _____

Date: _____

Painters District Council # 9

Laborers Local No. 29 Blasters and Drillers

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

Laborers Local No. 78 Asbestos & Lead
Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

127 East 79th Street PLA

Local 79 Construction and General Building Plumbers No. 1
Laborers

By: _____
Date: _____
By: _____
Date: _____

Metal Lathers Local No. 46 Iron Workers District Council

By: 1/17/12 _____
Date: 1/17/12 _____
By: _____
Date: _____

Metal Polishers District Council #9 Iron Workers Local No. 361

By: _____
Date: _____
By: _____
Date: _____

Painters District Council # 9 Laborers Local No. 29 Blasters and Drillers

By: _____
Date: _____
By: _____
Date: _____

Painters, Decorators & Wallcoverers DC 9 Laborers Local No. 78 Asbestos & Lead Abatement

By: _____
Date: _____
By: _____
Date: _____

Painters Structural Steel No. 806 Laborers Local No. 731 Excavators

By: _____
Date: _____
By: _____
Date: _____

Jan. 9. 2012 11:03PM

No. 0064 P. 3/4

127 East 79th Street PLA

Local 79 Construction and General Building Plumbers No. 1
Laborers

By: _____
Date: _____
By: _____
Date: _____

Metal Lathers Local No. 46 Iron Workers District Council

By: 1/17/12 _____
Date: [Signature] _____
By: _____
Date: _____

Metal Polishers District Council #9 Iron Workers Local No. 361

By: _____
Date: _____
By: _____
Date: _____

Painters District Council #9 Laborers Local No. 29 Blasters and Drillers

By: _____
Date: _____
By: _____
Date: _____

Painters, Decorators & Wallcoverers DC 9 Laborers Local No. 78 Asbestos & Lead Abatement

By: _____
Date: _____
By: _____
Date: _____

Painters Structural Steel No. 806 Laborers Local No. 731 Excavators

By: _____
Date: _____
By: _____
Date: _____

127 East 79th Street PLA

Local 79 Construction and General Building Plumbers No. 1
Laborers

By: _____

Date: _____

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: *Edward J. Wall*

Date: *1-4-2012*

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead
Abatement

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

127 East 79th Street PLA

Local 79 Construction and General Building Laborers Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

By: [Signature]

By: _____

Date: 1/4/2012

Date: _____

Painters District Council #9

Laborers Local No. 29 Blasters and Drillers

By: [Signature]

By: _____

Date: 1/4/2012

Date: _____

Painters, Decorators & Wallcoverers DC 9

Laborers Local No. 78 Asbestos & Lead Abatement

By: [Signature]

By: _____

Date: 1/4/2012

Date: _____

Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: [Signature]

By: _____

Date: 1/4/2012

Date: _____

127 East 79th Street PLA

Local 79 Construction and General Building Laborers

Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

By: _____

By: _____

Date: _____

Date: _____

Painters District Council # 9

Laborers Local No. 29 Blasters and Drillers

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: _____

By: *[Handwritten Signature]*

Date: _____

Date: 1/5/2012

127 East 79th Street PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: MSA

Date: 1/4/12

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Mason Tenders District Council

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: _____

127 East 79th Street PLA

Ornamental Iron Workers 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
No. 8

By: Rich Scibiano

Date: 1/5/12

Teamsters Local Union No. 282

By: _____

Date: _____

Mason Tenders District Council

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: _____

127 East 79th Street PLA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: Richard B. Robert

Date: _____

Date: Jan 9 2012

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

127 East 79th Street PLA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: [Signature]

By: _____

Date: 1-5-12

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Jan. 12. 2012 9:39AM

No. 0083 P. 2

127 East 79th Street PLA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: Thomas Scavelli

Date: 1/12/12

Jan. 6. 2012 12:11PM

No. 0060 P. 4/4

127 East 79th Street PLA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: [Signature]

By: _____

Date: 1/10/12

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

127 East 79th Street PLA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: *Antony M. David*

Date: _____

Date: *12-28-11*

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

127 East 79th Street PIA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: [Signature]

By: _____

Date: 5/9/12

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: *[Signature]*

By: _____

Date: 1/4/12

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Jan. 6. 2012 12:14PM

No. 0060 P. 4/4

127 East 79th Street PLA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: Thomas J. [Signature]

Date: _____

Date: 1/18/12

Teamsters Local Union No. 282

By: _____

Date: _____

127 East 79th Street PLA

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Sheet Metal Workers Local
No. 137

By: _____

By: Paul K. [Signature] **SIENS & GRAPHICS**

Date: _____

Date: 1.3.12

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers
No. 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

127 East 79th Street PLA

Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO CLC	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 03, 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
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.

127 East 79th Street PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	July 1, 2006 - June 30, 2011	NYC Millwright Contractors Association
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	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

127 East 79th Street PLA

EXHIBIT 1

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the 127 East 79th Street 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: 127 East 79th Street and located at: 127 East 79th Street, New York, New York 10075 (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 _____,
2011

Notary Public

127 East 79th Street PLA

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.