



**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

June 22, 2012

To: All Affiliates

From: Gary LaBarbera

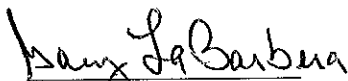
Re: Finalized Project Labor Agreement

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.

- **Millennium UN Plaza Hotel PLA – Structure Tone 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



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

Richard Schneider Supt. 6/5/12
Structure Tone, Inc., Construction Manager

Mary LaBarbera
Building and Construction Trades Council
of Greater New York

Dated: 6/22/12

Millennium UN Plaza Hotel PLA

**PROJECT LABOR AGREEMENT COVERING
SPECIFIED CONSTRUCTION WORK**

BETWEEN AND AMONGST

Structure Tone, Inc.

-and-

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

Millennium UN Plaza Hotel - PLA

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**PROJECT LABOR AGREEMENT
COVERING SPECIFIED CONSTRUCTION WORK**

PREAMBLE

WHEREAS, MILLENNIUM UN PLAZA HOTEL, has a contract with, STRUCTURE TONE, INC. (herein the "Construction Manager"), for construction management and construction services to be performed at One United Nations Plaza, New York, NY 10017 (the "Project").

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity (herein "Council") desires to provide for the cost efficient, safe, quality, and timely completion of the Project; and

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

- (1) providing a mechanism for responding to the unique construction needs associated with the Project and Project Work and achieving the most cost effective means of construction, including direct labor cost savings, by the Council on its behalf and on behalf of its affiliated Local Unions and their members, waiving various practices which would otherwise apply to Project work;
- (2) expediting the construction process;
- (3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Project;
- (4) standardizing the terms and conditions governing the employment of labor on the Project and Project Work;

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

(6) permitting adjustments to work rules and staffing requirements from those which, 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, the Parties desire to maximize safety conditions for both workers and users of Project Work and the Project; and

WHEREAS, the Construction Manager acknowledges that it has a concern regarding labor relations associated with the Project and wants to provide for stability on the Project through its completion irrespective of the existence of a pre-existing collective bargaining relationship with any of the signatory labor organizations; and

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

ARTICLE 1 - PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") for Project Work to be performed at One United Nations Plaza, New York, New York entered into by the Construction Manager, 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 "Construction Manager" means Structure Tone, Inc. 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 Millennium UN Plaza Hotel. The term "Agreement" means this PLA, the applicable 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 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.

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 they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with

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respect to that trade contracted work falling 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 referred to in the Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, except for any work performed that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein, which shall govern all Project Work. Where a subject covered by the provisions of this Agreement is also covered by a Collective Bargaining Agreement in Schedule "A", the provisions of this Agreement shall prevail, provided, however, that where this Agreement is silent on a subject, the Schedule "A" Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding on Project Work unless endorsed in writing by the Construction Manager.

SECTION 5. LIABILITY

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

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other Contractor and the BCTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

The Construction Manager shall not be liable for any violation of this Agreement by any other Contractor. 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 of the Project under this Agreement has sole discretion at any time to terminate, delay or suspend Project Work, in whole or in part subject to the underlying Construction Manager Agreement, provided that if such work is resumed it shall be governed by this Agreement.

SECTION 6. 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 which is performed at any location other than the site of Project Work.

ARTICLE 3 - SCOPE OF THE AGREEMENT SECTION 1. WORKED COVERED

Project Work shall be limited to construction contracts for all construction work at the Project located at One United Nations Plaza, New York, NY 10017, which is bid and let by the Construction Manager whether as agent for the Owner/Developer or directly as a prime-trade contract relationship after the effective date of this Agreement, and shall

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hereafter be referred to as "Project Work." 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. TIME LIMITATIONS

This Agreement, together with all of its provisions, shall remain in effect until construction inspection sign-off of the Project Work as defined above in Section 1, which shall include all finish trades.

SECTION 3. 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, (excluding general forepersons, forepersons and field surveyors specifically covered by a Collective Bargaining Agreement in Schedule "A"), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/ assurance personnel, timekeepers, mail earners, 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";
- 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";

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- c. Employees of the Construction Manager except those performing manual labor including, but not limited to, laborers and carpenters employed by the Construction Manager performing general conditions on site construction labor will be covered by this Agreement;
- d. Employees engaged in on-site equipment warranty work;
- 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 4. NON-APPLICATION TO CERTAIN ENTITIES

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

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(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 Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site work with respect to that work pursuant to Section 8(f) of the National Labor Relations Act ("NLRA").

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 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 a Contractor or Construction Manager (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 Contractor or Construction Manager shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project work within its jurisdiction from any source other than referral by the Union.

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 which 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. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to the Construction Manager or Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Construction Manager or Contractor.

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", as amended from time to time, 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

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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. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project Work employees shall be entitled to designate in writing (copy to Contractor involved and the Construction Manager) one representative, and/or the Business Manager.

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 Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor,

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regardless of Project Work being performed by such other employees. The Construction Manager and Contractor will not discriminate against the Steward in the proper performance of Union duties.

c. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime.

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" 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 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

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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 which limit or restrict productivity or efficiency of the individual, shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

a. There shall be no restriction upon the Construction Manager's and/or Contractors' choice of materials, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, provided, however, that local industry union standards and practices will be complied with by the Contractors and Construction Manager, unless specifically adjusted by the written mutual agreement of an individual trade.

b. The on-site installation or application of such items in paragraph (a) shall be performed by the craft having jurisdiction over such work, provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractors.

SECTION 3. TEMPORARY SERVICES

System coverage on temporary services, defined as climate control, water, and light 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.

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 Construction Manager and Contractors or other employers. Failure of any Union or employee to abide by this provision shall constitute a breach of this contract. Should any employees breach this provision, the Unions will use their best efforts to immediately end that breach and return all employees to work and ensure uninterrupted construction and free flow of traffic in the Project area for the duration of the Agreement. This Agreement, including the provisions of this Article, shall apply to all Project Work within the scope of the Construction Manager's contract with the Owner/Developer and any work that is not included in the Construction Manager's scope of work 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.

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, 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

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immediately cease and desist from any violation of this Article. If the Council complies with these obligations it 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. Failure of the Construction Manager or Contractor to give any notification set forth in this Article shall not excuse any violation of Section I 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. If the Arbitrator is not available, the parties may designate any other individual upon mutual agreement. Copies of such notification will be simultaneously sent to the alleged violator and Council.

b. The Arbitrator shall thereupon, after notice as to time and place to the Construction Manager and/or Contractor involved, the Local Union involved and the Council, 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 to the district or area council required by Section 3, above.

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. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be

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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 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 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

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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 which 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 8 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 8 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 - 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:

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a. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union Business Representative or job steward, give notice of the claimed violation to the Project Work site superintendent 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, or as soon thereafter as practical. The business representative of the Local Union or the job steward and Project Work site representative of the involved Contractor shall meet and 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 or as soon thereafter as practical, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted, in writing by the 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 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:

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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 calendar days of service of the written grievance, or as soon thereafter as possible, 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 participating Step 2 entities may, within 21 calendar days after the initial Step 2 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, Local Union and employees and the fees and expenses of such Arbitrations 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, where required, 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. 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 date of service of the written 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 and 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 9 - 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 10 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be paid the base, straight time hourly wage and fringe benefit rates set forth in the applicable Collective Bargaining Agreement in Schedule "A".

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 trusted employee benefit funds set forth in the applicable Collective Bargaining Agreement in Schedule "A".

b. The Contractors agree to be bound by the written terms of the legally-established jointly trusted 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. The Construction Manager, in order to facilitate the full and timely remittance of all union dues and fringe benefit funds due the affiliated Local Unions and/or their employee benefit funds for work on a Project under this Agreement, agree

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that they will immediately withhold payment of monies due or which may become due to the delinquent contractor up to the amount that the Local Union represents is true, accurate and is owed from the delinquent contractor for work on this Project, provided that they receive written notification, via certified mail, that (a) the delinquency was incurred within 30 days prior to the notice and (b) that the Union and/or Fund has notified the delinquent contractor and the Construction Manager in writing about the delinquency (c) the Union's representation regarding the delinquency may be reasonably relied on by the Construction Manager and shall have received the notification referred to in paragraph (e) herein.

d. The Local Union shall immediately advise the Construction Manager, in writing, if a dispute exists between the delinquent contractor and the Local Union. Any dispute between a delinquent contractor and the Union and/or the Funds regarding the withholding of money from a delinquent contractor under the above provision shall be resolved through the dispute resolution procedures of this Agreement, as the exclusive remedy regarding the Construction Manager's obligations under the above provision. However, nothing shall prevent the Local Union or the Funds from proceeding against the delinquent contractor under their respective collective bargaining agreement instead of seeking a remedy under this Section, or any other lawful remedy. There will be no strike or disruption of work pending resolution of the dispute. The Local Union may, however, withhold labor from the delinquent contractor in order to mitigate damages, provided, however the Local Union withholding labor under this provision shall provide the Construction Manager five days notice of its intent to withhold labor and further

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provided may not picket or demonstrate or induce a work stoppage by any other trade at the project.

e. The Construction Manager shall release the amounts withheld to the delinquent contractor upon (a) receipt of a notice signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the employer is current in the remittance of Funds, or that the matter has been otherwise resolved, or (b) upon receipt of an arbitrator's decision in favor of the delinquent contractor. The Construction Manager shall release the amounts withheld from the delinquent contractor to the Union or the Funds in the amount of the delinquency upon the receipt of (a) an arbitrator's award or court order determining the dispute in favor of the Union and/or the Funds, or (b) upon receipt of a release signed by the delinquent contractor for the amount due releasing the Construction Manager from any claims by the delinquent contractor and a representation that the amount in question is due and owing. Notwithstanding anything to the contrary herein, nothing contained herein shall require or obligate the construction Manager to violate the trust fund provisions of the New York Lien Law.

ARTICLE 11 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

a. The standard work week shall be Monday through Friday and consist of 40 hours of work at straight time rates: 8 hours per day plus 1/2 hour unpaid lunch period each day.

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b. Flexible Starting Times - Starting times will be adjusted by the Contractor and the Construction Manager as necessary to fulfill Work requirements subject to the requirements of the applicable Collective Bargaining Agreement.

b. In accordance with Project Work needs as directed by the Construction Manager, the day starting times shall commence uniformly between the hours of 6:00 a.m. and 8:00 a.m. and shall end between the hours of 2:30 p.m. and 4:30 p.m. The evening starting times shall commence uniformly between the hours of 3:00 p.m. and 6:00 p.m. The night starting times shall commence uniformly between the hours of 11:00 p.m. and 2:00 a. m. unless different times are necessitated by the Construction Manager's plans on specific Project. Subject to the foregoing, starting and quitting times may be staggered between trades for efficiency and economy pursuant to the above starting times. Any schedule varying from the above must be expressly approved by the affected trade(s).

c. All weekend work shall be scheduled and paid in accordance with the Schedule "A" agreements.

SECTION 2. OVERTIME

a. All overtime Monday through Friday, shall be paid at the rate of one and one-half (1 ½) times straight time rates. All weekend work shall be paid pursuant to the applicable Collective Bargaining Agreements.

b. There shall be no pyramiding of overtime pay under any circumstances. The Construction Manager and Contractors, subject to the relevant contracts between Construction Manager and Contractor, shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

(i) Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five (5) consecutive work days, must have prior approval and must be scheduled with no less than five (5) work days notice to the Signatory Union. There shall be a ten percent (10%) shift premium on wages and fringes for the second shift and a fifteen percent (15%) premium on wages and fringes for the third shift. The overtime provisions of the respective Schedule "A" Agreements shall be applicable, subject to Section 2 of this Article.

(ii) Flexible Starting Times - Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements, and, in case of emergency, shall be subject to the notice requirements of the Appendix "A" Agreements.

(iii) A Contractor shall schedule an unpaid period of not more than one-half (1/2) hour duration at the work location between the third (3rd) and fourth (4th) hour of the scheduled shift, which shall not be counted as part of the standard eight (8) hour work day. A contractor may for efficiency of operation, establish a schedule, which coordinates the meal periods of two (2) or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Appendix "A" Agreement.

SECTION 4. SATURDAY MAKE-UP DAY

Only when conditions beyond the control of the Contractor, such as severe weather, power failure, fire, or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the

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Local Union on a craft-by-craft basis, schedule Saturday during that calendar week in which a workday was lost, at straight time pay provided the employees involved worked a total of forty (40) hours or less during that work week. This provision may not be used to schedule an alternate work week for reasons other than those listed, subject to the modifications set forth in an applicable side letter agreement with a Local Union, if any.

SECTION 5. HOLIDAYS

- a. Schedule - There shall be 8 recognized Holidays;

New Year's Day	Fourth of July
Martin Luther King Jr. Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day

All said holidays shall be observed on the dates designated by New York State Law.

- b. Payment- Regular holiday pay, if any, for Work performed on such a recognized holiday shall be in accordance with the applicable Collective Bargaining Agreement in Schedule "A".

- c. Exclusivity-No holidays other than those listed in Section 4-a above shall be recognized or observed, provided however, it is agreed that Christmas Eve and New Years Eve shall be observed pursuant to the Schedule "A" Agreements.

SECTION 6. REPORTING PAY

- a. Employees who are requested to report to Project Work location pursuant to their regular Schedule "A" and who are not provided with work shall be paid in accordance with the applicable Collective Bargaining Agreement. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire,

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natural disaster, acts of government agencies or other circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked.

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

c. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

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

e. There shall be no pay for time not actually worked except as specifically set forth, in this Article.

SECTION 7. PAYMENT OF WAGES

Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of layoff or discharge within 5 days of the date of separation from employment.

SECTION 8. EMERGENCY WORK SUSPENSION

The Construction Manager may, if considered necessary for the protection of life and safety of employees or others, or of the Project Work suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when the Construction Manager and/or Contractor requests that employees remain at

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the job site available for work, employees will be paid for that time at their hourly rate of pay. A Contractor invoking the terms of this Section must immediately take steps to alleviate the unsafe condition(s), to safeguard the employees' safety and to notify the Construction Manager of the unsafe condition(s).

SECTION 9. INJURY/DISABILITY

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

SECTION 10. TIMEKEEPING

The Construction Manager may utilize brassing or other systems to check, employees in and out. Each employee must check in and out.

SECTION 11. MEAL PERIOD

A Contractor subject to the Construction Manager's approval shall schedule an unpaid period of not more than 1/2 hour duration at Project Work location between the 3rd and 5th hour of the scheduled work period. The Construction Manager may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts and/or staggers meal periods between trades. If the employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Collective Bargaining Agreement listed on Schedule "A".

SECTION 12. BREAK PERIODS

Break periods shall be observed in accordance with the Schedule "A" Collective Bargaining Agreements. Break periods that may be provided for in the Schedule "A"

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Collective Bargaining Agreements may be observed, provided, they are observed at the work station.

ARTICLE 12 – APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry area 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 they are indentured. Contractors may utilize apprentices which shall be supplied by the Local Unions to the maximum ratio allowed by the New York State Department of Labor, Apprenticeship Bureau.

ARTICLE 13 - 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 Owner/Developer and the Construction Manager from injury or harm, to the extent consistent with their obligations under the law, rule or regulation. Failure to do so will be grounds for discipline, including termination.

SECTION 2. SITE RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Construction Manager

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for Project Work. Such rules will be published and posted in conspicuous places throughout Project Work sites.

SECTION 3. INSPECTIONS

The Construction Manager and Contractors retain the right to inspect incoming shipments of equipment, apparatus, and machinery and construction materials of every kind, which may include the personal property of employees working under this agreement but shall not include personal searches.

ARTICLE 14 - 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 provided 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 15 - GENERAL TERMS

SECTION 1. PROJECT WORK RULES

The Construction Manager 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 Project Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including termination. The fact that no order was posted prohibiting a certain

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type of misconduct shall not be a defense to an employee disciplined or terminated for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

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

SECTION 3. SUPERVISION

Employees shall work under the supervision of the Craft Foreperson or General Foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area and available to begin work, as designated by the Construction Manager and Contractor, at the starting time established by the Construction Manager. The signatories reaffirm their policy of a fair day's work for a fair day's wage. The BCTC's Standards of Excellence are incorporated herein as Exhibit B.

ARTICLE 16 - 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

Millennium UN Plaza Hotel - PLA

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 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. 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 accepts the Agreement. The parties will, enter into negotiations as to modifications 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

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

ARTICLE 17 - 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 negotiate changes to both wages and fringes agreed to in that area Collective Bargaining Agreement that are applicable to work covered by this Agreement and their effective dates.

**SECTION 2. LABOR DISPUTES DURING AREA CONTRACT
NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 on Project Work by any Local Union involved in the renegotiation of area Local Collective Bargaining Agreements, nor shall there be any lock-out at Project work site(s) affecting a Local Union during or subsequent to the course of such renegotiations.

ARTICLE 18 – 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.

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No 40

By: _____

Date: _____

Carpenters District Council

By: [Signature]

Date: 6-21-12

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: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Workers Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: *[Signature]*

Date: 6.19.2012

Laborers Local 1010 Pavers and
Road Builders District Council

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Workers Local No. 3

By: Christopher Eiden

Date: 6/18/12

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and
Road Builders District Council

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapets 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: *William P Hayes JS-T/SM*

Date: *6/19/12*

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: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: 6/8/2012

Glaziers Local Union No. 1281

District Council 9

By: _____

Date: 06/08/2012

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

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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: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS;

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *[Signature]*

Date: JUNE 11, 2012

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

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Heat & Frost Insulators Local Union No. 12A

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Date: _____

Heat & Frost Insulators
Local Union No. 12

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Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Laborers Local 1010 Pavers and
Road Builders District Council

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: 6 | 8 | 2012

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: 06/08/2012

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

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Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

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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: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: *[Signature]*

Date: JUNE 11, 2012

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

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: _____

Jun. 7. 2012 9:09AM

No. 0666 P. 2/4

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

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: *Keith A. Long*
Date: 6/8/12

Jun. 7. 2012 9:00AM

Millennium UN Plaza Hotel - FLA

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: *Joseph Lyndon*

Date: *6/8/12*

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

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: _____

Jun. 11. 2012 9:11AM

No. 0688 P. 2/4

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: *Francisco Vojta Kaur*

Date: *6/11/2012*

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: _____

Paul

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: *Thomas J. L.*

Date: *6/12/12*

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

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: _____

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Diagnelli*

Date: *6/11/12 (no time and one staff)*

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: _____

Jun. 11. 2012 9:12AM

No. 0688 P. 2/4

Millennium UN Plaza Hotel - PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 District Council 9

By: _____

Date: _____

Glaziers Local Union No. 1281
District Council 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: Robert W. Walsh

Date: 6-11-12

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

By: _____

Date: _____

Laborers Local 1010 Pavers and
Road Builders District Council

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 10-11-12

Laborers Local No. 731 Excavators

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By: _____

Date: _____

Painters District Council 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: *[Signature]*

Date: *6/11/2012*

Millennium UN Plaza Hotel - FLA

Local 79 Construction and General Building Laborers

By: _____
Date: _____

Metal Lathers Local No. 46

By: _____
Date: _____

Metal Polishers District Council 9

By: _____
Date: _____

Painters District Council 9

By: _____
Date: _____

Painters, Decorators & Wallcoverers District Council 9

By: _____
Date: _____

Painters Structural Steel No. 806

By: _____
Date: _____

Plumbers Local No. 1

By: _____
Date: _____

Iron Workers District Council

By: *Edward J. Walsh*
Date: *6-7-2012*

Iron Workers Local No. 361

By: _____
Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____
Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____
Date: _____

Laborers Local No. 731 Excavators

By: _____
Date: _____

Millennium UN Plaza Hotel - PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By:  _____

Date: 6/8/2012

Painters District Council 9

By:  _____

Date: 6/8/2012

Painters, Decorators & Wallcoverers District Council 9

By:  _____

Date: 6/8/2012

Painters Structural Steel No. 806

By:  _____

Date: 6/8/2012

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Local 79 Construction and General Building Laborers

Plumbers Local No. 1

By: _____

By: George W. Kelly

Date: _____

Date: June 11, 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 District Council 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: _____

Jun. 11. 2012 9:18AM

No. 0688 P. 3/4

Millennium UN Plaza Hotel - PLA

Local 79 Construction and General Building Laborers

By: Michael [Signature]

Date: 6/12/2012

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

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council 9

By:  _____

Date: 6 | 8 | 2012

Painters District Council 9

By:  _____

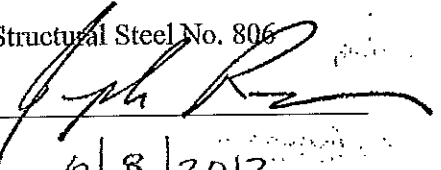
Date: 6 | 8 | 2012

Painters, Decorators & Wallcoverers District Council 9

By:  _____

Date: 6 | 8 | 2012

Painters Structural Steel No. 806

By:  _____

Date: 6 | 8 | 2012

Plumbers Local No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Local 79 Construction and General Building Laborers

Plumbers Local No. 1

By: _____

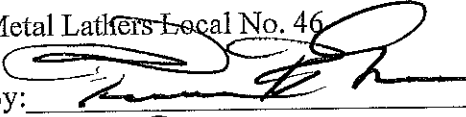
By: _____

Date: _____

Date: _____

Metal Lathers Local No. 46

Iron Workers District Council

By:  _____

By: _____

Date: Jan 13, 2012

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 District Council 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: _____

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union

No. 638

By: Kevin Connors

By: _____

Date: 6/11/12

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 Local 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local No. 580 Mason Tenders District Council

By: [Signature] 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 Local 8 Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____ By: _____

Date: _____ Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Jun. 7. 2012 9:39AM

No. 0666 P. 4/4

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local 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 Local 8

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

By: _____

By: *Thomas Danc*

Date: _____

Date: *6/3/12*

Teamsters Local Union No. 282

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local 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 Local 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: Thomas Bernardi

Date: 6/7/12

Millennium ON Plaza Hotel - PL/A

Ornamental Iron Workers Local No. 380

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

SIGNS & GRAPHICS

By: _____

By: *Paul [Signature]*

Date: _____

Date: *6.7.12*

Plasterers Local Union No. 262

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers Local 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 262

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. [Signature]

Date: 6/7/12

Roofers & Waterproofers Local 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: _____

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers Local 8

By: _____

Date: _____

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: Paul M. J. SIGNS & GRAPHICS

Date: 6.14.12

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local 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 Local 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Jun. 11. 2012 9:52AM

No. 0688 P. 4/4

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Sheet Metal Workers Local No. 28

Steamfitters Local Union
No. 638

By: _____

By: *Samuel Robert*

Date: _____

Date: *June 12, 12*

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 Local 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Jun. 11. 2012 9:50AM

No. 0688 P. 4/4

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local No. 580

Mason Tenders District Council

By: _____

By: *[Signature]*

Date: _____

Date: 6/12/12

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 Local 8

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

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

Ornamental Iron Workers Local 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 Local 8

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

By: Nick Selina

By: _____

Date: 6/18/12

Date: _____

Teamsters Local Union No. 282

By: _____

Date: _____

Millennium UN Plaza Hotel - PLA

SCHEDULE "A" LIST

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011; MOA July 1, 2008-June 30, 2013	Allied Building Metal Industries, Inc.
Blasters, Drill Runners and Miners Union, Local 29	July 1, 2006-June 30, 2012	GCA
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

Millennium UN Plaza Hotel - PLA

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	2008-2011	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.

Millennium UN Plaza Hotel - PLA

Painters and Allied Trades AFL-CIO, District Council No. 9	MAY 1, 2011 - APRIL 30, 2015 May 1, 2005 - April 30, 2011	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

Millennium UN Plaza Hotel - PLA

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

Millennium UN Plaza Hotel - PLA

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Millennium UN Plaza Hotel 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: Millennium UN Plaza Hotel and located at: One United Nations Plaza, New York, NY 10017 (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 _____,
201__

Notary Public

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL

STANDARDS OF EXCELLENCE

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

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

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

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

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

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