



STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242



ADDENDUM NO. 7 TO PROJECT NO. 44362

CONSTRUCTION - PROJECT LABOR AGREEMENT PROJECT

PROVIDE COMBINED SUPPORT MAINTENANCE SHOP

**516 – ROUTE 216
STORMVILLE, NEW YORK 12582**

August 16, 2013

<p>NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.</p>
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SPECIFICATION GROUP

1. PROJECT LABOR AGREEMENT; Add the accompanying Document to the Project Manual Appendix documents.

END OF ADDENDUM

James Dirolf, P.E.
Director of Design

OGS PROJECT #44362

PROJECT LABOR AGREEMENT

COVERING THE CONSTRUCTION OF THE COMBINED
SUPPORT MAINTENANCE SHOP
STORMVILLE, N.Y.

BETWEEN

BBL CONSTRUCTION SERVICES, L.L.C

AND

THE HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL

AND

LOCAL SIGNATORY UNIONS

PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, BBL Construction Services, L.L.C., on behalf of itself, as Construction Project Manager, and reflecting the objectives of the Owner, the NYS Division of Military and Naval Affairs (“DMNA”) and its construction entity, the New York State Office of General Services, (“OGS”), desires to provide for the cost efficient, safe, quality, and timely construction of the Combined Support Maintenance Shop located in Stormville, N.Y., OGS Project #44362 (hereinafter “Project” or “CSMS”) in a manner designed to afford the lowest costs to the DMNA and OGS and the public it represents and serves, and the advancement of permissible statutory objectives;

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

- (1) Expediting the construction process;
- (2) Avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the Project;
- (3) Standardizing certain terms and conditions governing the employment of labor on the Project;
- (4) Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (5) Ensuring a reliable source of skilled and experienced labor;
- (6) Minimizing expenses through timely completion of contracts, and,

WHEREAS, the Parties desire to maximize Project safety conditions for both workers, surrounding business entities and the public, as well as provide for stability,

security and work opportunities which are afforded by a Project Labor Agreement;

NOW, THEREFORE, the Parties enter into this Agreement:

ARTICLE I - PARTIES TO THE AGREEMENT

This Project Labor Agreement (hereinafter “Agreement”) is entered into by and between [BBL Construction Services, L.L.C](#) on its own behalf as the Construction Manager (hereinafter “CM”) for construction of the Combined Support Maintenance Shop located in Stormville, N.Y., OGS Project #44362 defined in Article III, Section 1 below for DMNA and OGS; and all contractors and subcontractors engaged in on-site Project work (Contractors), and by the Hudson Valley Building and Construction Trades Council, (“Council”) on behalf of itself and its affiliated member Local Unions, and other signatory nonaffiliated Local Unions (“Local Unions”), in all cases on their own behalf and on behalf of their members.

ARTICLE II-- GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the union parties and the signatory local unions and COUNCIL are referred to singularly and collectively as “unions” where specific reference is made to “Local Unions” that phrase is sometimes used to denote a particular union, including those affiliated with the Council; the term “CM” shall refer to [BBL Construction Services, L.L.C](#) as Construction Manager; “CONTRACTOR(s)” shall include all prime contractors, and their subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement as defined in Article III. [Schedule A when referenced in this document refers to collective bargaining agreements.](#)

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 the Local Unions participating herein;
- (2) the Agreement is signed by the CM and (3) the Agreement is approved by OGS.

SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the CM, the Council, the Signatory Unions and all Contractors performing on-site Project construction work, including site preparation and related demolition work necessary to prepare the site for construction, staging areas, and the work, as defined in Article III. The CONTRACTORS shall include in any subcontract that they let for performance during the term of the Agreement, a requirement that subcontractors of whatever tier, become signatory and bound by this Agreement. This Agreement shall be administered by the CM, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements of the signatory unions appended hereto and collectively referred to as 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 this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by Schedule A agreement or any other national agreement, local agreement or other collective bargaining agreement of any other type which would otherwise apply to this Project, the provisions of this

Agreement shall prevail. It is further understood that no CONTRACTOR shall be required to sign any other labor agreement as a condition of performing work on this Project. No practice, understanding or agreement between a CONTRACTOR and a local union, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the CM.

SECTION 5. LIABILITY

Neither the CM or OGS shall be liable or have any responsibility or exposure to the COUNCIL and/or its constituent unions for any violations of this Agreement by a CONTRACTOR or a signatory union; and the COUNCIL and local unions shall not be liable for any violations of this Agreement by any other union.

SECTION 6. BID SPECIFICATIONS

OGS shall require and provide in its CONTRACT DOCUMENTS for all work within the scope of Article III that all successful bidders and their subcontractors will be bound by and become signatories to this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of OGS in determining which CONTRACTOR shall be awarded contracts for Project work. It is further understood that OGS has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be provided to all bidders and will fully apply to any successful bidder for the Project without regard to whether that successful bidder performs

work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidders are or are not members of any union. . This Agreement shall not apply to the work of any CONTRACTOR that is performed at any location other than the Project site, as defined in Article III, Section 1. Neither does it apply to any work performed by employees of the OGS or of CONTRACTORs retained under existing or “annual” contracts or proposed CONTRACTORs or emergency-type projects unrelated to the PROJECT (or related project numbers), for performing work and/or services for OGS.

SECTION 8. THIRD PARTIES PROVIDING ANCILLARY WORK

With respect to entities engaged in work ancillary to the Project (third parties such as gas and electric utilities, telephone operating companies, cable service providers, and the like), the CM will nonetheless notify those entities of this PLA and advise that they may participate under this Agreement, if they so choose. To the extent practicable, and within its control, the CM will use its best efforts to coordinate ancillary work within the vicinity of construction performed under this PLA to promote labor harmony on the Project.

ARTICLE 111– SCOPE OF THE AGREEMENT

SECTION 1. THE WORK

“Project” work shall be limited to the construction of the Combined Support Maintenance Shop located in Stormville, N.Y., OGS Project #44362 as defined in the OGS contract Documents.

A. The CM will ensure that all post-Effective Date construction work which is Project work will be performed by signatories to this PLA.

B. Work will be assigned to unions currently or historically affiliated with the Council, provided however, that regardless of current affiliation, Contractors shall be responsible for awarding contracts and assigning work pursuant to traditional jurisdictional lines.

SECTION 2. EXCLUDED WORKERS

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

- a. Employees of the DMNA, OGS, or of any New York State, City or other municipal agency, authority or entity, or employees of any other public employer, even though working on the Project site while covered Project work is underway.
- b. Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft's Schedule A, for example where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA.
- c. Laboratory or specialty testing or inspections not ordinarily performed by **trade unions**;
- d. Employees and entities engaged in off-site manufacturing, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials,

equipment or machinery or involved in deliveries to and from the project site, except local deliveries of all major construction materials including fill, ready mix, asphalt, granular materials and construction debris services which are covered by this agreement;

- e. Employees of the CM, except those performing manual, on site construction labor who will be covered by this Agreement.
- f. Employees engaged in geophysical testing other than boring for core samples.
- g. The purchase and installation of following furniture and equipment which are not included in the CONTRACT DOCUMENTS:

- 1. All furniture and equipment including: systems furniture, workstations, consoles, chairs, desks, file cabinets and other miscellaneous office equipment and furniture.
- 2. All technology equipment, software and applications including but not limited to: computer equipment, servers, network equipment, telephone systems, radio systems, monitors, flat screens, projectors, rear projection equipment and systems, fax equipment, scanners, copiers, printers, etc.

- h. Public Utility Companies and other entities engaged in ancillary Project Work or providing utility work for this Project (such as gas and electric utilities, telephone operating companies, cable service providers) whether or not this work is on the property of NYS-OGS, shall not be subject to the rules and regulations of this Agreement and shall not be required to be a signatory to the Agreement. However, with respect to entities engaged in such work ancillary to the Project, NYS-OGS will nonetheless notify those entities of this Project Labor Agreement and that they may participate under this Agreement, if they so choose, and must that their sub-

contractors or vendors will cause no delays, disruptions or labor disharmony on the project.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any CONTRACTOR, which do not perform work at this Project. Nothing contained herein shall be construed to prohibit or restrict OGS or its employees or any other State authority, agency or entity and its employees from performing on or offsite work not related to the Project. 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 DMNA, OGS, CM, or any Contractor. As any item, component or system that comprises Project work is completed and accepted, the Agreement shall have no further force or effect on such item, component or system except where inspections, additions, repairs, modifications, check-out and/or warranty work involving that item, component or system is assigned in writing by the CM (copy to Local Union involved) to the Contractor(s) for performance under the terms of this Agreement.

ARTICLE IV-UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PREHIRE RECOGNITION

The CM and Contractors recognize the signatory Unions and the Hudson Valley Building and Construction Trades Council as the sole and exclusive bargaining representatives of all craft employees who are performing Project work within the scope of this Agreement as defined in Article III.

SECTION 2. UNION REFERRAL

a. The CONTRACTORS agree to hire, employ and utilize craft employees for the Project

work covered by this Agreement through the job referral systems, hiring halls or related job placement practices established in the signatory Unions' area collective bargaining agreements and in accordance with the procedures set forth in those agreements. Notwithstanding this, the CONTRACTORS shall have sole right to determine the number of employees required, the selection of employees to be laid off (except as provided in this Agreement); and the sole right to reject any applicant referred by a local union for good cause, subject to the requirements set forth in the applicable Collective Bargaining Agreement referenced hereto as Schedule A, and the provisions of Section 2 (b) below.

b. Minority, women and economically disadvantaged persons shall be afforded an opportunity for entry into the construction industry through the formal apprenticeship program of the local unions, where such programs are in place and registered. The CONTRACTORS on the Project shall not discriminate against such persons who are referred to them.

c. In the event a Local Union is unable to fill any request for qualified employees within two working days after such request is made by the CONTRACTOR, the CONTRACTOR may employ qualified applicants from any other available source upon notification to the Local Union. In the event that the Local union does not have a job referral system, the CONTRACTOR 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.

d. A CONTRACTOR may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications:

1. Possess any license required by NYS law for the Project work to be performed;

2. Have worked a total of at least 1000 hours in the construction craft during the prior three years;
 3. Were on the CONTRACTOR's active payroll for at least 60 out of 180 calendar days prior to the contract award;
 4. Have demonstrated ability to safely perform the basic functions of the applicable trade.
 5. In the event a party of the agreement believes an Employee requested for hire by a Contractor does not meet qualifications 1 to 4 above, then a Committee of three (3), designated respectively, by the CONTRACTOR, the applicable local union and the Construction Manager, shall meet to confirm qualifications.
- e. No more than 15 per centum of the employees covered by this Agreement, per CONTRACTOR by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). CONTRACTORs shall be entitled to assign to the Project (subject to the above provisions) one of the CONTRACTOR's "core" employees, and then must hire one journey person referred by the local.
- f. The local unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the CONTRACTOR.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The local unions represent that their hiring halls, referral systems and related job placement practices 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. No employment applicant shall be discriminated against by any referral system, hiring hall or related job placement practice because of the applicant's union membership, or lack thereof.

SECTION 4. CRAFT FORE PERSONS AND GENERAL FORE PERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the CONTRACTOR, notwithstanding anything to the contrary in Schedule A. 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, notwithstanding anything to the contrary in Schedule A.

SECTION 5. LOCAL LABOR

To the extent consistent with applicable state and federal law including, but not limited to, competitive bidding statutes and without undermining the policies underlying such law, the parties support the recruitment of local workers, minorities and women, and businesses owned by minorities and women.

SECTION 6. UNION DUES

All employees of all contractors and subcontractors performing Project work shall be subject to the Union Security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing-on-site Project work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Union that represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. Miscellaneous Provisions

a. Specialty Agreement

The terms of this Agreement shall not apply to work of the Employer that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Manufacturer Agreement, the Stack Liner Agreement, the Rubber Liner Agreement, or any other Specialty Agreement.

ARTICLE V-UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each local union representing on-site Project employees shall be entitled to send a representative who shall be afforded access to the Project provided that they do not interfere with the work of employees and further provided that such representatives fully comply with the visitor and security safety rules of the Project. Such designation shall be in writing which shall be provided to the CONTRACTOR(s) involved and the CM.

SECTION 2. STEWARDS

a. Each local union shall have the right to designate a working journeyperson as a Steward or lead engineer, or other designee as the case may be, as set forth in the Local Union Agreements set forth in Schedule A, and an alternate, and shall notify the CONTRACTOR and CM of the identity of the designated Steward (and alternate), lead engineer, or working foreman, as the case may be, prior to the assumption of such duties. Stewards, lead engineer, etc., shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications.

b. The Steward, lead engineer, (etc.), shall have the right to receive but not solicit complaints or grievances and to discuss and assist in their adjustment with the CONTRACTOR's appropriate supervisor. Each Steward, lead engineer, (etc.), shall be

entitled to act only with respect to the employees of their specific CONTRACTOR and, if applicable, subcontractors of that CONTRACTOR, but not with the employees of any other CONTRACTOR. The CONTRACTOR(s) shall not discriminate against the Steward, lead engineer, (etc.), in the performance of their union duties. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

c. If a Steward is protected against layoff or discharge by a Schedule A agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. 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 VI-- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and subject to anything otherwise expressly provided in the project contract and specifications, CONTRACTORs retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; 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, and/or joint working efforts with other employees, as determined by the CONTRACTOR, shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the CONTRACTOR's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, or pre-finished materials, (except that all rebar for use in cast-in-place, on-site construction will be cut and bent in accordance with local industry practices) tools, or other labor-saving devices, provided that all permanent material and installation conform with the scope and quality described in the CONTRACT DOCUMENTS. The on-site installation or application of such items 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 CONTRACTOR.

ARTICLE VII-WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES, NO LOCKOUT, NO PICKETING

There shall be no strikes, stoppages, slowdowns, picketing, walk-offs, or other disruptive activity at the Project for any reason by any union or employee against any CONTRACTOR or employer while performing work at the Project. There shall be no other union, or concerted or employee activity which disrupts or interferes with the operation of the Project. There shall be no lockout at the Project by any CONTRACTOR or

CONTRACTORS, and unions shall take all steps necessary to ensure compliance with this Section.

SECTION 2. EXPEDITED ARBITRATION

Any CONTRACTOR or union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below.

- a. A party invoking this procedure shall give notice in writing to an Arbitrator selected by the American Arbitration Association, or his designee, who shall serve as an Arbitrator under this expedited arbitration procedure. In such event, the Arbitrator shall provide copies of the notice to the Contractor, the Local Union involved, the Council and the CM.
- b. In all cases where it is contended that a violation of Section 1 above is ongoing and still exists, the Arbitrator shall promptly schedule and hold a hearing within 48 hours of the time of receipt of the notice (or as soon thereafter as is reasonably practicable).
- c. All notices pursuant to this Article shall be in writing and shall be served by hand or fax transmission and by overnight delivery, addressed to the Arbitrator, CONTRACTOR(s), CM and Local Union involved. The hearing may be held on any day, including Saturdays or Sundays. However, nothing herein shall require or compel the scheduling of a hearing on other than a normal working day. The hearing shall be completed in one session, which shall not exceed 8 hours in duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. The 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 had occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award, restraining such violation, and serve copies on the CONTRACTOR(s) and unions involved. The Award shall be issued in writing within three 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 after receipt of a written demand for the same, 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 Union or CONTRACTOR involved and to the CM. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved Union and CONTRACTOR waive their right to a hearing and agree that such proceedings may be ex-party, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the CONTRACTORs and unions to whom they accrue.
- g. Any fees and expenses of an Arbitrator shall be equally divided between the involved CONTRACTOR(s) and involved Union(s).

SECTION 3. DISCHARGE FOR VIOLATION

A CONTRACTOR may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 4. ARBITRATION OF DISCHARGES FOR VIOLATION

The grievance and arbitration procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged, for an alleged violation of Section 1, above, may have recourse to the procedures of Article IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

SECTION 5-NOTIFICATION

If the CM or CONTRACTOR contends that any Union has violated this Article, it will notify the Local Union involved, advising it of such fact, with copies of the notification to the COUNCIL. The Local union shall instruct its members, and the COUNCIL shall request and each shall instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to 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 or its other affiliates. Failure of a Contractor or CM to give any notification set forth in this Article shall not preclude enforcement of this provision.

ARTICLE VIII- LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

A Project Labor Management Committee shall be established and will meet on a regular basis to: (1) promote harmonious relations among the CONTRACTORs and Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) protect the public interests; (4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; (5) review MWBE, Affirmative Action and equal employment matters pertaining to the Project; (6) monitor and ensure timely completion; (7) assist in ensuring that a high degree of skill and quality of workmanship is attained in the performance of the Project; and (8) to address, in advance, any potential work assignment issues.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the CM and the Council. The CM and the Council shall each have two representatives on the Committee. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE IX-GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

STEP 1:

a. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the local union job steward, give written notice of the claimed violation to the work site representative of the involved CONTRACTOR and the CM. To be timely, such notice of the grievance must be given with 10 calendar days after the alleged act, occurrence or event giving rise to the grievance. The business representative of the local union or the job steward and the work site representative of the involved CONTRACTOR shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved CONTRACTOR with 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 to the specific local union, employee and CONTRACTOR directly involved, unless the settlement is accepted in writing by the CM as creating a precedent.

b. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other signatory to this Agreement and if, after conferring, a settlement is not reached within 14 calendar days, the dispute shall proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

STEP 2:

The Business Manager or designee of the involved local union with representatives of the Contractor, Council and the CM (or designee) shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

STEP 3:

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 the other participants) for mediation to a designee of the Council and the CM.

STEP 4:

If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the CM or designee) to an Arbitrator selected by the American Arbitration Association, or his designee, 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.

a. 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 CONTRATOR, Local Union and employees involved. Any fees and expenses of the Arbitrator shall be equally divided between the involved CONTRACTOR(s) and the Local Unions(s).

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null, void and thereby waived. These time limits may be extended only by written consent of the CM (or designee), involved CONTRACTOR(s) and involved local union(s) at the particular step where the extension is agreed upon. In the event a step involves the Arbitrator, then the written consent of the Arbitrator shall be required. The Arbitrator shall have authority to make decisions only on the issue presented to him and shall not have authority to change, add to, delete or modify any provision of this Agreement or OGS CONTRACT DOCUMENTS.

SECTION 2. PARTICIPATION BY CONSTRUCTION MANAGER

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

ARTICLE -X-JURISDICTIONAL DISPUTES

SECTION 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

SECTION 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Union and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

SECTION 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

SECTION 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council Unions prior to commencing work. The CM plus the Building Trades Council will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XI-WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A which must conform, at a minimum, with NYS Prevailing Wage Rates including, but not limited to, fringe benefit allowances.

SECTION 2. EMPLOYEE BENEFIT FUNDS

a. Contributions on behalf of all employees covered by this Agreement shall be paid by the CONTRACTORS on the project to the established employee benefit funds in the amounts designated in the appropriate Schedule A provided, however, that the CONTRACTOR and the union agree that only such bona fide employee benefits as are explicitly required under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the CONTRACTORS on this Project. Bona fide fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under Section 220.

b. The CONTRACTORS on this Project shall be bound by the written terms of the legally established Trust Agreement 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 work done on this Project and only for those employees to whom this Agreement required such benefit payments.

SECTION 3. BENEFIT COLLECTIONS AND DELINQUENCIES

a. To insure the full and timely remittance of required fringe benefit contributions to the Funds and dues to the Unions, the CM will work cooperatively with the Funds (or Unions, in the case of dues) to verify that the required fringe benefit contributions or dues have been paid.

b. If a Fund (or Union in the case of dues) considers that a Contractor is delinquent in the payment of fringe benefit contributions or dues, it will notify the Contractor in writing with a copy to the CM. The Contractor will have sixty (60) days to make the contributions requested by the Fund or dues, if requested by a union. If after 60 days, the Fund or Union is not satisfied that the Contractor has met its obligations, the Fund or Union will provide written notification to the CM and the Contractor at issue (given by certified mail,

return receipt requested that a Contractor is delinquent in payment of fringe benefit contributions or dues.

c. The Contractor will have five (5) days from its receipt of the Union's notification to respond to the Union's notification. If the Contractor fails to respond to the Union's notification of delinquency, the CM will withhold from sums due to the Contractor the amount of such delinquencies plus any percentage allowed under the applicable collective bargaining agreement up to the amount of sums due to the Contractor, and the CM and the Contractor will make all future payments to the Contractor by joint check to the appropriate fund (or Union, in the case of dues) and the Contractor up to the amount of the claimed delinquency. If the CM fails to withhold or there are no funds due to the Contractor which the CM can withhold, the Union involved may stop work for that specific Contractor. Nothing herein shall result in the CM being liable and/or responsible for payment of delinquent fringe benefit contributions or dues.

d. If the Fund or Union disagrees with the Contractor's response and continues to believe that there are delinquencies, it will notify the Contractor in writing of such conclusion within five (5) days after receiving the Contractor's response. The Union or Fund will provide a copy of such notification to the CM who will withhold from money owed to the Contractor an amount equal to the claimed delinquencies and any percent of those delinquencies as may be allowed under the applicable collective bargaining agreement. The Fund or Union may also require the CM to make all future payments to the Contractor by joint check to the appropriate Fund (or Union, in the case of dues) and the Contractor up to the amount of the claimed delinquency. The Contractor hereby consents to payments to be made by such joint check to the Fund (or Union, in the case of dues) until all payments of contributions or dues are current and the Fund (or Union, in

the case of dues) notifies the CM of such in writing by certified mail, return receipt requested.

e. If the Contractor and the Fund (or Union, in the case of dues) are unable to resolve any claims for alleged delinquent contributions or dues, the Contractor will have the right to arbitrate the matter pursuant to this Agreement. If the Fund or Union prevails in such arbitration the CM will pay the delinquencies up to the amount it has withheld. If the Contractor prevails in such arbitration, the CM will then release any withholdings to the Contractor if the Contractor has otherwise qualified for payment of such withholdings.

f. The Construction Manager contact in reference to benefit delinquencies shall be determined at the initial job meeting.

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

SECTION 1. WORK WEEK AND WORK DAY

a) The regular workweek shall consist of 40 hours as straight time rates, Monday through Friday. The standard work day shall consist of 8 hours with a project start time uniformly set by the CM for all CONTRACTORS between the hours of 6:00 AM and 8:00 AM, with one half hour unpaid lunch period to commence no earlier than 11:30 a.m. and no later than 2:00 p.m. If operational considerations warrant, upon one (1) week's advance notice, the work day may be further changed by agreement between the involved unions(s) and the CM authorized representative and such agreement shall not be unreasonably withheld. Starting and quitting times shall occur at a location on-site such as the CONTRACTOR's job site office or trailer or other location as designated by the CONTRACTOR. Saturday shall be the designated make-up day when lost time occurs

throughout the week due to inclement weather or other conditions affecting work at the Project site during the regular work week or regular work day. Saturday make-up day shall be limited to 3 make-up days during the project and the parties agree that all workers will be paid at straight time rates.

b) A four (4) day work week, Monday through Thursday; ten (10) hours per day at straight time plus one-half (1/2) hour unpaid lunch may be established with a one week notice. Friday may be used as a make-up day to fulfill the 40 hour work week due to inclement weather.

SECTION 2. OVERTIME

Overtime pay for hours outside of the regular work week and standard work day shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the CONTRACTOR's scheduling of overtime on the non-discriminatory designation of employees who shall perform such overtime work. There shall be no pyramiding of overtime pay under any circumstances. The CONTRACTOR shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

a. Scheduling of 2nd and 3rd shifts 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 worked a minimum of five consecutive work days must have prior approval of NYS-OGS, and must be scheduled with no less than five work days notice to the local union. Regularly scheduled 2nd and 3rd shifts will not be paid overtime rate, but rather a fixed percentage increase of 10% over the regular hourly rates.

b. 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 Schedule A agreements.

c. A CONTRACTOR shall schedule an unpaid period of not more than one-half (1/2) hour duration at the work location between the 3rd and 4th hour of the schedule shift. A CONTRACTOR may, for efficiency of operation, establish a schedule, which coordinates the meal periods of two 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 Schedule A

SECTION 4. HOLIDAYS

a) Schedule-There shall be 6 recognized holidays on the Project:

New Years Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

b) All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on a Saturday shall be observed on the Friday before the holiday; holidays on Sunday shall be observed on the following Monday.

c) There will be no benefits paid on holiday pay unless worked.

d) Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday, shall be in accordance with the applicable Schedule A.

e)The Labor Management Committee may, with mutual agreement of the Council and the CM, agree to recognize the day after Thanksgiving as a holiday, and the terms upon which it will be recognized.

SECTION 5. REPORTING PAY

- a. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a CONTRACTOR, for whatever reason, shall receive reporting pay in accordance with the applicable Schedule A.
- b. Except as specifically set forth in this Article there shall be no requirement for the payment of premium bonuses, hazardous duty (except for hazardous environmental remediation), high time, or other special payments of any kind. CONTRACTORS at their discretion may pay such premiums to individuals on their payroll.
- c. When an employee leaves the job or work location of their 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. There shall be no pay for time not actually worked except as specifically set forth in this Article.

SECTION 6. PAYMENT OF WAGES

Payment shall be made by check or direct deposit drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the CONTRACTOR at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the CONTRACTOR, together with an itemization of deductions from gross 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 CONTRACTOR shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A CONTRACTOR may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for the actual time worked; provided however, that when a CONTRACTOR requests that employees remain at the job site available for work, employees will be paid for “stand-by” time at their hourly rate of pay.

SECTION 8. 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, as certified by a medical doctor, provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A CONTRACTOR may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The CONTRACTOR will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee’s work location.

ARTICLE XIII-APPRENTICES

SECTION 1.

A. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, CONTRACTORs will employ apprentices in their respective crafts to perform such work as is within their capabilities (and which is customarily performed by the craft in which they are indentured). CONTRACTORs may utilize apprentices and such other appropriate classifications as follows:

<u>Journey person</u>	<u>Apprentice</u>
1	1
2	1
3	1

B. Contractor may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more **than one (1) Apprentice for every additional three (3) Journey Workers.**

SECTION 2. OFFICE OF LABOR RELATIONS

To assist the CONTRACTORs in attaining a maximum effort on this Project, the unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and the CM to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The local unions shall cooperate with CONTRACTOR

requests for minority, women or economically disadvantaged referrals to meet this CONTRACTOR effort.

ARTICLE XIV-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each CONTRACTOR shall ensure that applicable OSHA requirements are at all times maintained on the Project. The 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 DMNA, OGS and the CM from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established by the CM for this Project. Such rules shall be published and posted in conspicuous places throughout the Project work site. Any and all security measures, background checks or work clearance card programs must be negotiated with and approved by the Council and its affiliates, unless required by OGS, the CM or any governmental entity or agency for all persons seeking access to the site, and such requirement is consistent with all laws and regulations governing such matters. The Project Site may be subject to OGS access security.

SECTION 3. INSPECTIONS

The CONTRACTORS, the CM and OGS, by and through its agents and/or employees, shall retain the right to inspect incoming shipments of equipment, apparatus, machinery, the employee's tool & gang boxes, and construction materials of every kind.

ARTICLE XV-NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORT

The CONTRACTORs and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by CONTRACTORs and local unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XVI-GENERAL TERMS

SECTION 1. PROJECT RULES

The CM shall establish Project rules as are appropriate for the good order of the Project. These rules shall be explained at the pre-construction conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no

order was posted prohibiting a certain type of conduct shall not be a defense to an employee disciplined or discharged for such conduct when the action taken is for cause.

SECTION 2. TOOLS 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 requirement for 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 designated staging area at the starting time established by the CONTRACTOR and shall be returned to their designated staging area by quitting time after performing their assigned functions under the supervision of the CONTRACTOR.

SECTION 6. COOPERATION

The CONTRACTOR and the unions will cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

SECTION 7. UNION CONTRACTORS

In order to avoid a competitive disadvantage against union contractors who are awarded work on the Project that currently have agreements with labor unions, such union

contractors shall be entitled to perform work under the terms of this Agreement without discrimination of this Project and without adverse effect on other projects current or future. Interference with the union contractor's work on this Project or on other projects current or future shall be a violation of this Agreement.

ARTICLE XVII-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 otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void; but where practicable, the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. NON-LIABILITY

In the event of an occurrence referenced in Section 1 this Article, neither OGS, the CM nor any CONTRACTOR, the Council or any Signatory Union shall be liable, directly or indirectly, for any action taken to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders

then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

ARTICLE XVIII-FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

a. Schedule A to this Agreement shall continue in full force and effect unless the union parties to the Area Collective Bargaining Agreements, which are the basis for Schedule A, notify the CONTRACTOR and the CM in writing of the existence of changes in provisions of such agreements which are applicable to the Project, and their effective dates.

b. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of CONTRACTORS for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

c. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in Article IX of the Agreement.

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 VI affecting

the Project by any local union involved in the renegotiation of Area Local Collective Agreements; nor shall there be any lock-outs on this Project affecting a local union during the course of such renegotiations.

ARTICLE XIX-WORKERS' COMPENSATION ADR

All Signatory Unions and Contractors agree to adopt and be bound by the Alternative Dispute Resolution Agreement entered into between the Construction Industry Council of Westchester and Hudson Valley, Inc. and the **COUNCIL** (2007), hereinafter referred to as the "Workers' Compensation ADR Agreement".

A CONTRACTOR can provide Workers' Compensation Insurance through an alternative insurance carrier (or through self insurance) or may use an alternative Program Manager, other than the primary carrier or Program Manager designated in the Workers' Compensation ADR Agreement. The use of an alternative carrier (or self insurance) and/or Program Manager is subject to approval by the Workers' Compensation ADR Agreement Oversight Committee, which approval shall not be unreasonably withheld.

The determination to utilize the Workers' Compensation ADR Agreement will be at the exclusive option of NYS-OGS.

ARTICLE XX-HELMETS TO HARDHATS

SECTION 1. The Contractors 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 Contractors and Unions agree to utilize the

services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

In Witness Whereof the parties have
Caused this Agreement to be executed
And effective as of the ____ Day of
_____, 2013.

<p>BBL Construction Services, L.L.C., 302 Washington Ave. Ext. Albany, NY 12203</p> <p>BY: <u>[Signature]</u> PRINT: <u>KEVIN J. GUNSON</u></p>	<p>Hudson Valley Building and Construction Trades Council 451A Little Britain Road Newburgh, N.Y. 12550 Phone: (845) 565-2737 Fax: (845) 565-3099 E-Mail: <u>LOCAL17@HVC.RR.COM</u></p> <p>BY: <u>[Signature]</u> L. Todd Diorio, Bus. Mgr. Print: <u>L. Todd Diorio</u></p>
<p>Bricklayers Local 5 1 Scobie Drive Newburgh, N.Y. 12550 Phone: (845) 565-8344 Fax: (845) 565-7595</p> <p>BY: <u>[Signature]</u> <u>Michael J Clifford</u> Print</p>	<p>Roofers Union Local 8 12-11 43rd Avenue Long Island, NY 11101 Phone: (718) 361-0145 Fax: (718) 361-8330</p> <p>BY: <u>[Signature]</u> <u>Nick Siciliano</u> Print</p>

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