

**STANDARD PROJECT LABOR
AGREEMENT**

PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, the (owner/developer) and its Construction Manager, desire to provide for the cost efficient, safe, quality, and timely completion of certain construction work;

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

- (1) expediting the construction process and otherwise minimizing the disruption to the project;
- (2) avoiding the costly delays of potential strikes, slowdowns, and walkouts arising from work disputes and promoting labor harmony and peace for the duration of the project;
- (3) standardizing the terms and conditions governing the employment of labor on the project;
- (4) permitting flexibility in work scheduling where necessary at affordable pay rates;
- (5) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;
- (6) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (7) ensuring a reliable source of skilled and experienced labor; and

WHEREAS, the owner/developer and/or its Construction Manager have, through independent investigation and analysis, determined that substantial cost savings to the Project shall result from the application of this Agreement; and

WHEREAS, the New York State Building and Construction Trades Council, its affiliated Local Unions and their members, desire to provide for stability, security and work opportunities which are afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize project safety conditions for both workers and others;

NOW, THEREFORE, the Parties enter into this Agreement:

ARTICLE 1 **PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") for work to be performed (project site) by the (Owner/Developer/Construction Manager) and the [Local Building and Construction Trades Council ("Council")] (on behalf of itself and its affiliated Local Unions and their members) ("Local Unions") signatory hereto.

ARTICLE 2

GENERAL CONDITIONS

SECTION 1

DEFINITIONS

Throughout this Agreement, the various Union parties, including the New York State Building and Construction Trades Council and its 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 "Contractor(s)" shall include any Construction Project Manager who may serve as a successor in that role, to General Contractors and to all other contractors, and subcontractors of whatever tier, engaged in Project Work within the scope of this Agreement as defined in Article 3; (company name) is referred to in its capacity as "Construction Project Manager", the New York State Building and Construction Trades Council is referred to as the "Council"; and the work covered by this Agreement (as defined in Article 3) is referred to as "Project Work".

SECTION 2

ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all Unions and their affiliates, the Construction Project Manager and all Contractors performing Project Work, as defined in Article 3. The Contractors shall include in any subcontract 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 respect to that subcontracted work falling within the scope of Article 3. This Agreement shall be administered by the Construction Project Manager or such other designee as may be named by the (Owner/Developer) on behalf of all Contractors.

SECTION 3

SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto and referred to herein 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 Project Work, in whole or in part. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. If this Agreement is silent on any matter addressed in the applicable Schedule A agreement, the Schedule A agreement shall govern.

SECTION 4 LIABILITY

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

SECTION 5 THE BID SPECIFICATIONS

The Construction Manager shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, 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 thereto, 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 bidder are, or are not, members of any unions. This Agreement shall not apply to the 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 defined to include the following work:

(add description)

SECTION 2 TIME LIMITATIONS

In addition to falling within the scope of Section 1, to be covered by this Agreement, Project Work must be (1) let for bid after the effective date of this Agreement, and (2) let for bid prior to the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all Project Work until completion, even if not completed by the expiration date of the Agreement. If Project Work otherwise falling

within the scope of Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

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 Project Work, with respect to that work.

SECTION 2

UNION REFERRAL

- A. The Contractors agree to hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; and to select employees for layoff (subject to Article 5, Section 3). 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 (Saturdays, Sundays and holidays excepted), 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 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 Program Work within its jurisdiction from any source other than referral by the Union.
- B. 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 New York State law for the Project Work to be performed;
 - (2) have worked a total of at least 1000 hours in the construction field for the Contractor during the prior 3 years; and

- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.
- C. No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the provisions of this paragraph B. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

SECTION 3 UNION DUES

All employees covered by this Agreement 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 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 Unions which 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.

ARTICLE 5 **UNION REPRESENTATION**

SECTION 1 LOCAL UNION REPRESENTATIVE

Each Local Union representing Project Work employees shall be entitled to designate a representative(s), who shall be afforded access to the Project Work site.

SECTION 2 STEWARDS

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Construction Project Manager 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. All Stewards shall be working stewards.
- B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the 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. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

**SECTION 3
LAYOFF OF A STEWARD**

Lay-off of any stewards shall be done in compliance with the requirements of the applicable Schedule A. Contractors agree to notify the appropriate Union at least 24 hours prior to the layoff of a Steward in the event that there are no Schedule A provisions that govern the lay-off.

ARTICLE 6
UNION STANDARDS

The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members. Therefore the parties agree that work under this Agreement may be contracted or subcontracted for off- site work only if the employees of that contractor or subcontractor enjoy the same or greater wages and benefits than employees of the appropriate trade employed on Project Work, and under no circumstances shall employees engaged in the off-site fabrication work receive wages and benefits less than that required by this Agreement and its annexed local agreements including, but not limited to, wages, fringe benefits, and any other economic benefits provided therein. The parties recognize and acknowledge that this provision is a legitimate union standards clause and shall be interpreted, applied or enforced so as not to violate Section 8(e) of the NLRA. Disputes, if any, with regard to the interpretation, application and or enforcement of this provision shall be subject to the grievance procedure set forth in Article 9, herein.

ARTICLE 7
WORK STOPPAGES AND LOCKOUTS

**SECTION 1
NO STRIKES-NO LOCK OUT**

There shall be no strikes, work stoppages, or slowdowns, by any Union or employee against any Contractor or employer. There shall be no lock-out by any construction manager, contractor employer or subcontractor of any tier.

**SECTION 2
NOTIFICATION**

If 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 immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of its members or the Council.

SECTION 3 EXPEDITED ARBITRATION

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 (arbitrator) who shall act as Arbitrator under this expedited arbitration procedure. If the Arbitrator is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list agreed to by the parties shall be called. 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 Contractor, the Local Union involved, the Council and the Construction Project Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3, above.
- C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Project Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (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 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 Union or Contractor involved, and the Construction Project Manager. In any court proceedings 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 commenced by order to show cause. 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. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

ARTICLE 8

LABOR MANAGEMENT COMMITTEE

SECTION 1

SUBJECTS

The Program Labor Management Committee (ACommittee@) 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.

SECTION 2

COMPOSITION

The Committee shall be jointly chaired by a designee of the Construction Manager and the Council. 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.

SECTION 3

PRE-JOB CONFERENCE

So that the start and continuation of work may progress without interruption, the Committee shall conduct a pre-job conference before work covered by this Agreement commences. The purpose of the pre-job conference shall be for the Committee to agree on such matters as work assignments, the standard work day and work week, the number of employees to be employed, the method of referral, the applicable wage rates and fringe benefit contributions and any other matters in accordance with this Agreement. Unresolved issues shall be subject to the provisions of Article 9. Failure to conduct a pre-job conference is a violation of this Agreement.

ARTICLE 9 **GRIEVANCE & ARBITRATION PROCEDURE**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes, alleged violations of Article 7, Section 1 or alleged violations of Schedule A) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

Step 1:

- (a). When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the construction Project Manger. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the 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 as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the construction Project 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:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Project Manager (or designee), shall meet in Step 2 within 7 calendar days of notice of the written grievance 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 Project Manager or designee) to the designated arbitrator 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 shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Project Manager (or designee), involved Contractor and 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.

ARTICLE 10

JURISDICTIONAL DISPUTES

SECTION 1

NATIONAL PLAN

All Program Work assignments shall be made by the Contractor pursuant to the National Plan. Where applicable, the National Plan For the Settlement of Jurisdictional Disputes ("National Plan") shall apply to the settlement of all jurisdictional disputes involving Project Work.

SECTION 2

DISPUTES NOT COVERED BY THE NATIONAL PLAN

All jurisdictional disputes between or among building and construction trades unions not covered by the ANational Plan@ and employers shall be settled and adjusted as follows:

- i Whenever a jurisdictional dispute arises involving a trade not covered by the ANational Plan@, the challenging trade may submit the matter for arbitration by written communication to the committee of three members of the Executive Board designated by the President and approved by the Board (AJurisdictional Committee@). Simultaneously therewith, Notice of Intent to Arbitrate shall be served by the submitting union by telegram, facsimile transmission, overnight mail, or hand delivery, with proof of said service, or where time permits, by certified mail return receipt requested. Said Notice of Intent to Arbitrate (ANotice of Intent@) shall identify the nature and location of the dispute to be determined in arbitration. The Jurisdictional Committee shall then cause a Notice of Arbitration Hearing to issue. Said Notice shall be sent by telegram, fax transmission, overnight mail, or hand delivery, with proof of service thereof, so as to expedite notice to the contending trades. The Notice or Arbitration Hearing shall set forth the hearing date, time, and location, and the nature of the dispute to be heard. The cost of the arbitrator shall be borne by the contractor responsible for the contract that governs the assignment of the work in dispute, and the cost of the transcripts of the hearing shall be borne equally by the contending trades.
- ii The arbitration will be conducted by an independent professional arbitrator, selected on a rotating basis, subject to availability from a standing panel of four (4) professional arbitrators chosen by the Jurisdictional Committee.
- iii. The arbitration hearing shall be conducted within ten (10) business days of the request for arbitration, except where an extension of time is necessary and reasonable to be determined by the Jurisdictional Committee. The hearing shall be stenographically recorded. The transcript of said hearing shall be made available upon request to any and all parties to the dispute. The Jurisdictional Committee may, in its discretion, determine a reasonable and customary charge for copying the transcript.
- iv. The parties and witnesses shall be the sole participants in the arbitration hearing. The parties shall not be represented by counsel in the hearing.
- v. A failure of any party to appear after due notice has been given, without good cause as determined by the arbitration panel, shall not prevent the hearing from going forth.
- vi. The contending trades shall have the right to present any National Decisions (ADecision of Record@) and/or other pertinent information, as well as evidence and witnesses in support of their claims including, but not limited to, any documents and drawings, in support of their claim for the work.

- vii. In rendering his decision, the Arbitrator shall determine:
- a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;
 - b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider whether there is a previous decision of record governing the case;
 - c) If the Arbitrator finds that a previous Decision of Record governs the case, the Arbitrator shall apply the Decision of Record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute prior to the hearing that it intends to challenge the Decision of Record, if a trade challenging the Decision of Record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable Decision of Record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the Decision of Record. If the craft relying on the Decision of Record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the Decision of Record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality, through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record rather than the prevailing practice in the locality;
 - d) If no Decision of Record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and
 - e) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
- viii. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.
- ix. Agreements of record are applicable only to the parties signatory to such agreements. Decisions of Record are applicable to all trades.

- x. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

SECTION 3 AWARD

Any jurisdictional award pursuant to this Article shall be final and binding on the disputing Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement.

SECTION 4 LIMITATIONS

The deciding person or group hereunder shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved, nor to assign the work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 5 NO DISRUPTIONS

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

ARTICLE 11 **WAGES AND BENEFITS**

SECTION 1 CLASSIFICATION AND HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the wage rates applicable for those classifications as required by the Schedule A(s) applicable to the work.

SECTION 2 EMPLOYEE BENEFITS

- A. The Contractors agree to pay promptly contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit

funds designated in Schedule A (in the appropriate Schedule A amounts).

- B. The Contractor agrees to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds with regard to Project Work done under this Agreement for those employees to whom this Agreement requires such benefit payments.
- C. Failure of a Contractor to promptly pay the required fringe benefits shall be cause for the affected trade to withhold labor from that contractor.

ARTICLE 12

HOURS OF WORK, PREMIUM PAYMENTS,

SHIFTS AND HOLIDAYS

SECTION 1

WORK WEEK AND WORK DAY

The standard work week shall consist of 40 hours of work at straight time rates per the following schedule:

Five-Day Work Week: 5 days, 8 hours plus 2 hour unpaid lunch period each day.

SECTION 2

OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A.

SECTION 3

SHIFTS

- A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions. Shifts must have prior approval of the Construction Project Manager, and must be scheduled with not less than five work days notice to the Local Union.
- B. Second and/or Third Shifts/Saturday and/or Sunday Work.
The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m. For the second and third shift work there shall be a 20% shift differential premium. No other premium of other payments for such work shall be required unless such work is in excess of 40 hours in the week. Work performed on Saturdays or Sundays shall be paid as provided in the applicable Schedule A..

- C. Four-Tens: Notwithstanding any other provision of this Agreement, when working a four-day work week, the standard work day shall consist of ten (10) hours work for ten (10) hours pay at the straight time rate exclusive of an unpaid 2 hour meal period and regardless of the starting time.

SECTION 4 HOLIDAYS

- A. Schedule - There shall be 8 recognized holidays:

New Years Day	Fourth of July
Martin Luther King 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. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

- B. Payment Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.
- C. Exclusivity No holidays other than those listed in Section 4-A above shall be recognized or observed.

ARTICLE 13 **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 ACenter@) and the Center=s AHelmets to Hardhats@ program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

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

ARTICLE 14
SAVINGS AND SEPARABILITY

SECTION 1
THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. 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
NON-WAIVER

Nothing in this Agreement is intended to be or shall be construed as a waiver by any Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any Union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this Agreement.

ARTICLE 15
FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Construction Project Manager in writing of the hourly rate changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

ARTICLE 16
WORKERS' COMPENSATION ADR

The parties may negotiate regarding the application of an ADR program on a Project wide

basis. Notwithstanding the status of any of these negotiations, the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of _____, 2009.

FOR _____ BUILDING AND CONSTRUCTION
TRADES COUNCIL

By: _____

FOR (OWNER/DEVELOPER
(CONSTRUCTION MANAGER)

BY: _____