

PROJECT LABOR AGREEMENT

COVERING CONSTRUCTION
OF

DUTCHESS STADIUM NEW
CLUBHOUSE AND IMPROVEMENTS

DUTCHESS COUNTY, NY

Final 11/18/22-NB

Table of Contents

ARTICLE 1 5
 SECTION 1.1 PARTIES TO THE AGREEMENT 5

ARTICLE 2 - GENERAL CONDITIONS..... 5
 SECTION 2.1 DEFINITIONS 5
 SECTION 2.2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE..... 5
 SECTION 2.3 ENTITIES BOUND & ADMINISTRATION OF AGREEMENT 6
 SECTION 2.4 SUPREMACY CLAUSE 6
 SECTION 2.5 LIABILITY 7
 SECTION 2.6 THE BID SPECIFICATIONS..... 7
 SECTION 2.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS..... 7

ARTICLE 3 - SCOPE OF THE AGREEMENT 7
 SECTION 3.1 PROJECT WORK 7
 SECTION 3.2 TIME LIMITATIONS 8
 SECTION 3.3 EXCLUDED EMPLOYEES 8

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT 9
 SECTION 4.1 PRE-HIRE RECOGNITION 9
 SECTION 4.2 UNION REFERRAL 9
 SECTION 4.3 NON-DISCRIMINATION IN REFERRALS 10
 SECTION 4.4 WORKFORCE DIVERSITY UTILIZATION..... 10
 SECTION 4.5 CROSS AND QUALIFIED REFERRALS 11
 SECTION 4.6 UNION DUES 11

ARTICLE 5 - UNION REPRESENTATION 12
 SECTION 5.1 LOCAL UNION REPRESENTATIVE..... 12
 SECTION 5.2 STEWARDS 12
 SECTION 5.3 LAYOFF OF A STEWARD 12
 SECTION 5.4 UNION STANDARDS..... 13

ARTICLE 6 – MANAGEMENT RIGHTS..... 13
 SECTION 6.1 RESERVATION OF RIGHTS 13
 SECTION 6.2 MATERIALS, METHODS & EQUIPMENT 14

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS 14
 SECTION 7.1 NO STRIKES-NO LOCK OUT 14
 SECTION 7.2 DISCHARGE FOR VIOLATION 14
 SECTION 7.3 NOTIFICATION 14
 SECTION 7.4 EXPEDITED ARBITRATION 14
 SECTION 7.5 ARBITRATION OF DISCHARGES FOR VIOLATION..... 16

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE..... 16
 SECTION 8.1 SUBJECTS 16
 SECTION 8.2 COMPOSITION..... 16

SECTION 8.3 PRE-JOB CONFERENCE	17
ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE	18
SECTION 9.1 CLOSE COOPERATION	18
SECTION 9.2 PROCEDURE	18
ARTICLE 10 - JURISDICTIONAL DISPUTES.....	20
SECTION 10.1 ASSIGNMENT.....	20
SECTION 10.2 PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES	20
SECTION 10.3 NO DISRUPTIONS	20
SECTION 10.4 AWARD	20
SECTION 10.5 LIMITATIONS	21
ARTICLE 11 - WAGES AND BENEFITS	21
SECTION 11.1 CLASSIFICATION AND HOURLY RATE.....	21
SECTION 11.2 EMPLOYEE BENEFITS.....	21
ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS,	23
SHIFTS AND HOLIDAYS	23
SECTION 12.1 WORK WEEK AND WORK DAY	23
SECTION 12.2 OVERTIME	24
SECTION 12.3 SHIFTS	24
SECTION 12.4 HOLIDAYS.....	24
SECTION 12.5 REPORTING PAY	25
SECTION 12.6 PAYMENT OF WAGES.....	25
SECTION 12.7 INJURY/DISABILITY	26
SECTION 12.8 EMERGENCY WORK SUSPENSION	26
ARTICLE 13 - APPRENTICESHIP & HELMETS TO HARDHATS.....	26
SECTION 13.1 APPRENTICE RATIOS	26
SECTION 13.2 NYS DEPARTMENT OF LABOR.....	26
SECTION 13.3 HELMETS TO HARDHATS	27
ARTICLE 14 – NO DISCRIMINATION	27
SECTION 14.1 COOPERATIVE EFFORTS	27
SECTION 14.2 LANGUAGE OF AGREEMENT.....	27
ARTICLE 15– GENERAL TERMS	27
SECTION 15.1 PROJECT RULES.....	27
SECTION 15.2 TOOLS OF THE TRADE	28
SECTION 15.3 SUPERVISION.....	28
SECTION 15.4 FULL WORKDAY	28
ARTICLE 16 - SAFETY PROTECTION OF PERSON AND PROPERTY	28
SECTION 16.1 SAFETY REQUIREMENTS.....	28
SECTION 16.2 CONTRACTOR RULES.....	29
SECTION 16.3 INSPECTIONS	29

ARTICLE 17 – TEMPORARY SERVICES	29
ARTICLE 18 - SAVINGS AND SEPARABILITY.....	29
SECTION 18.1 THIS AGREEMENT	29
SECTION 18.2 NON-WAIVER	30
ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS.....	30
SECTION 19.1 CHANGES TO AREA CONTRACTS	30
SECTION 19.2 LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS	30
ARTICLE 20 - WORKERS' COMPENSATION ADR	30
ARTICLE 21 – LMA.....	31
SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS.....	34
SCHEDULE B – LETTER OF ASSENT.....	36
SCHEDULE C – ADMINISTRATION OF AGREEMENT DESIGNEE.....	38
SCHEDULE D – PRE-JOB QUESTIONNAIRE; PROPOSED TRADE ASSIGNMENTS.....	39
SCHEDULE E – NATIONAL PLAN.....	48
SCHEDULE F – ADR.....	49

PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, Dutchess County, New York, desires 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, Dutchess County, New York, has, through independent investigation and analysis, determined the 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, the Hudson Valley Building & Construction Trades Council, and 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:

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ARTICLE 1

SECTION 1.1 PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into for certain work to be performed as part of the Dutchess Stadium New Clubhouse and Improvements Project (as defined below) between (i) C & S Companies (ii) the Hudson Valley Building and Construction Trades Council ("Council") on behalf of itself and its affiliated Local Unions ("Local Unions"); and (iii) the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 2.1 DEFINITIONS

Throughout this Agreement:

- (A) "Union Parties" and "Unions" means the Hudson Valley Building & Construction Trades Council, AFL-CIO and the signatory Local Unions, individually and collectively;
- (B) "Local Union(s)" means the Local Unions signatory to this Agreement, individually and collectively;
- (C) "The Project" means the work to be performed in connection with construction of the Dutchess Stadium New Clubhouse and Improvements Project- as more fully set forth in Article 3, Section 3.1.
- (D) "Project Work" means the work covered by this Agreement and fully defined in Article 3, Section 3.1;
- (E) "Contractor(s)" means any General Contractor, Prime Contractor, Construction Manager (or any Contractor who may serve as a successor in that role), and all other contractors and subcontractors of whatever tier engaged in Project Work within the scope of this Agreement as defined in Article 3;
- (F) "Council" means the Hudson Valley Building & Construction Trades Council, AFL-CIO.
- (G) "Owner" means Dutchess County.
- (H) "Owner's Representative" means any Construction Manager or other entity designated by the Owner to enter into this Agreement or otherwise act on its behalf.

SECTION 2.2 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 Hudson Valley Building & Construction Trades Council (HVBCTC) and the Local Unions having jurisdiction over the Project Work; (2) the Agreement is approved by the NYS Building & Construction Trades Council

(NYSBCTC); (3) the Agreement is approved by the Building & Construction Trades Department (BCTD); and (4) the Agreement is signed by the Owner or the or Construction Manager (CM) on behalf of the Owner.

SECTION 2.3 ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and their affiliates 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 performed within the scope of Article 3, and require that each subcontractor, of whatever tier, sign a letter of assent (Schedule B). This Agreement shall be administered by the Designee named by the Owner pursuant to Schedule C.

SECTION 2.4 SUPREMACY CLAUSE

This Agreement , together with the local Collective Bargaining Agreements appended hereto and referred to here in as Schedule A, represents the complete understanding of all parties bound by this Agreement and supersedes any national agreement, local agreement, or other collective bargaining agreement of any type; provided, however, that any work that may fall under the NTL Articles of agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking to be performed under the UA/IBEW Joint National Agreement for Instrument Control Systems Technicians and the National Agreement of the International Union of Elevator Constructors, shall be governed by and said agreements, except the dispute resolution mechanisms and no strike clause contained herein shall govern this project work.

Schedule A Agreements are those collective bargaining agreements of the Affiliated Unions identified in the attached Schedule A, that are appropriate for both the geographical area where Project Work is being performed, and for the type of work being performed on the Project. Contractors that may be signatory to multiple collective bargaining agreements either by trade or by craft within a trade shall perform work under the appropriate collective bargaining agreement that governs the type of work being performed on the project.

Where a subject covered by the provisions of this Agreement is also covered by a Schedule A agreement, the provisions of this Agreement shall prevail. Where this Agreement is silent on a subject, the applicable Schedule A Agreement shall govern. In interpreting this Section, the terms of this Agreement shall be given broad interpretation to ensure that the objectives of this Agreement are achieved. Any dispute arising between the parties to this Agreement pertaining to this project including disputes as to the application and/or interpretation of this Agreement's Supremacy Clause and whether a Schedule A labor agreement has been superseded by this Agreement, shall be resolved according to the Arbitration provision set forth in this Agreement exclusively and not pursuant to the grievance or arbitration provisions of a

Schedule A agreement.

SECTION 2.5 LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Owner Construction Manager, Contractors, and Subcontractors shall not be liable for any violations of this Agreement by any other Contractor or Subcontractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union. Notwithstanding the above, every signatory to the Agreement further acknowledges that it will be liable for its own breach, partial breach or otherwise, whether related or not to the breach of another signatory. No action shall be brought against the Owner for any breach of this agreement by any party to the agreement

SECTION 2.6 THE BID SPECIFICATIONS

The Owner 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. Every Contractor shall require its Subcontractors, of whatever tier, to execute the Letter of Assent in Schedule B and to become bound by this Agreement.

SECTION 2.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

This Agreement shall be binding on all signatory Unions and their affiliates, and all Contractors, unions and/or non-unions performing Project Work. Unless expressly provided for in this Agreement, 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 3.1 PROJECT WORK

This Agreement shall only apply to Project Work as defined in this Article.

Subject to the exclusions in this Article, Project Work means that work performed in connection with construction of the Dutchess Stadium New Clubhouse and Improvements Project, and includes on-site work performed at the physical location where the final buildings or structures will remain and off-site work performed pursuant to Section 220 of the NYS Labor Law.

SECTION 3.2 TIME LIMITATIONS

To be covered by this Agreement, Project Work must be awarded after the effective date of this Agreement.

This Agreement shall expire upon final completion, except that it shall remain in effect for Project Work let for bid prior to the expiration date of this Agreement, even if that work has not yet been awarded or completed. If Project Work otherwise falling within the scope of Section 3.1 is not awarded by the expiration date of this Agreement, this Agreement may be extended to that work by written mutual agreement of the parties.

SECTION 3.3 EXCLUDED EMPLOYEES

Notwithstanding the provisions of Section 3.1 of this Article, the following person/entities are not subject to the provisions of this Agreement even though performing work on or in connection with the project:

- a Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards employed by Owner, technicians, non-manual employees, and all professional, engineering (except field surveyors), administrative and management persons;
- b Employees of the Project Owner;
- c Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, or painting; handling or fabrication of project components, materials, equipment, or machinery; or involved in deliveries to and from the Project site, EXCEPT that employees engaged in the following work are not excluded: (a) work which meets the definition of Project Work as defined in Section 3.1 of this Article, (b) local deliveries of fill, ready mix, asphalt, concrete, and other aggregates; and (c) removal of all on-site construction debris or waste materials generated by any contractor or subcontractor;
- d Employees of the Construction Manager, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e Employees engaged in on-site equipment warranty work;
- f Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- g Employees engaged in laboratory or specialty testing or inspections, unless ordinarily done by a member of a Trade Union;
- h Employees engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads. Utility work provided by gas, electric, and cable companies, which is not performed by utility company employees, shall be subject to the terms of this Agreement.
- i Unless specifically excluded in this Agreement, all furniture, fixtures, and

equipment that is fastened, mounted, or adhered to a surface by glue, screws, nails, mechanical fasteners, or by any other means shall be included as covered work under this Agreement. This shall include all unloading, loading, transporting to place of install, clean-up, uncrating, and unwrapping of protective coverings. The above items that are not fastened, mounted, or adhered to a surface shall be excluded from this Agreement. This shall not preclude the County from using respective unions to unload, carry, place, or clean-up of these items.

- j. Employees and consultants engaged in security and control services manufacturing and installation if not included in or part of the General Contractors contract, except for the installation of conduit-cable related to security and controls which shall be covered work under this agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 4.1 PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of Article 3 of this Agreement.

SECTION 4.2 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), where those referrals meet the qualifications set forth in items 1, 2, and 4 of subparagraph B. The Unions agree to provide such craft employees (including apprentices) to all Contractors on a non-discriminatory basis. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; the number of employees required; and the selection of employees for layoff (subject to Article 5, Section 5.3). 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 Project Work within its jurisdiction from any source other than referral by the Union. The Local Unions will cooperate with Contractor requests for minority, women, or economically disadvantaged referrals to meet the goals of Article 4, Section 4.4. These workers may be delivered under a "Direct Entry" designation or by use of a Department of Labor waiver.
- B. A Contractor may request by name, and the Local Union will honor, referral of

persons who have applied to the Local Union 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 craft during the prior three 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.
 - (4) Have the ability to safely perform the basic functions of the applicable trade.
- C. No more than fifteen per centum (15%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the provisions of Paragraph B of this section (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons shall be included in these fifteen (15) percent. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals shall furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above.
- D. No more than fifty percent (50%) of the employees covered by this agreement, under the employment of M/WBE per contractor by craft, shall be hired through the special provision above. M/WBE contractors shall be entitled to assign to the project one (1) of their "core" employees and then must hire one (1) journey person referred by the Local.
- E. 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 4.3 NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems shall be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies, or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4.4 WORKFORCE DIVERSITY UTILIZATION

The Unions recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. The Local Unions agree and will strive to utilize their best efforts to provide qualified minority and female applicants.

For the purpose of tracking, the Construction Manager (CM) shall produce, and each Contractor and Subcontractor shall submit, a weekly report to the CM of total hours by craft worked and of minority/women hours worked by craft. Copies of the weekly reports will be provided to the Unions and Owner upon request.

SECTION 4.5 CROSS AND QUALIFIED REFERRALS

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

SECTION 4.6 UNION DUES

Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those Agreements and as to employees of such employers performing covered work. No employee shall be discriminated against because of the employee's union membership or lack thereof.

Each Contractor shall be responsible for and guarantee the remittance to the appropriate Local Union of the applicable union dues payable by its employees working on the Project. The Local Unions and/or the Council shall notify the General Contractor and the Owner's project manager within 48 hours whenever a Contractor or Subcontractor, including the General Contractor, fails to make a required payment and such delinquency remains outstanding for 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the General Contractor within that 48-hour period, the General Contractor shall notify the Owner's project manager immediately, but in any case within 24 hours. If Owner receives notice of a delinquency by the General Contractor, it may withhold from any funds due to the General Contractor, the amount of that delinquency, up to the total amount due, until any dispute regarding the delinquency has been resolved. The General Contractor shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor), but the General Contractor shall continue to be obligated with respect to contributions based on work done by the General Contractor. If notice of a delinquency is not received by Owner within the required time periods, Owner shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

ARTICLE 5 - UNION REPRESENTATION

SECTION 5.1 LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate a representative and/or Business Manager who shall be afforded access to the Project site.

SECTION 5.2 STEWARDS

- A. Each Local Union shall have the right to designate from among those referred to the project a working journey person as a Steward or Lead Engineer if specifically required in Schedule A Collective Bargaining Agreement and one alternate per shift, and shall notify the General Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and shall receive the regular rate of pay for their craft classifications. There will be no non-working Stewards or lead engineers on the Project.
- B. In addition to his/her work as an employee, the Steward or lead engineer shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor; such activities, however, are not to interfere with the Steward's work unless an emergency situation exists. Each Steward or lead engineer 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 5.3 LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, 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.

SECTION 5.4 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.

Dutchess County, while recognizing this interest, must maintain its ability to utilize the services of off-site fabricators to improve efficiencies.

While the scope of the Agreement is limited to construction as defined, Contractors should whenever economically feasible make reasonable efforts to use union signatory vendors, which includes UA Yellow Label and SMW Blue Label products for off-site assemblies or fabrications. The Construction Manager agree to support efforts to retain as much work as possible.

This article does not refer to construction material normally purchased pre-assembled or manufactures, it references work normally and historically done on-site or in local union fabrications shops.

If any dispute should arise with respect to this Article, the Trades agree to install any off-site assemblies or fabricated items regardless of the source. The parties shall endeavor to settle such dispute in the Labor Management forum or appropriate sub-committee before a grievance is filed under Article 9.

ARTICLE 6 – MANAGEMENT RIGHTS

SECTION 6.1 RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number 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. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employee's Labor Union affiliation, if any. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor) and/or joint working efforts with other employees shall be permitted or observed.

SECTION 6.2 MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Owner'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, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to an applicable Collective Bargaining Agreement; 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 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 7.1 NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannered demonstrations or other disruptive activity on Project Work site for any reason by any signatory to this Agreement. There shall be no other union or concerted or employee activity related to Project Work which disrupts or interferes with the Project Work. Should any employee breach this provision, the Unions will use their best efforts to immediately end the breach and return all employees to work. There shall be no lockout by any signatory to this Agreement.

SECTION 7.2 DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 7.1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 working days.

SECTION 7.3 NOTIFICATION

If a Contractor contends that any Union has violated this Article, it shall notify the Council of such fact, with copies of the notification to the Local Union involved. The Council and Local Union shall instruct, order, and otherwise use their best efforts to cause the employees 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 shall not be liable for any unauthorized acts of its members, the Council, or another Local Union.

SECTION 7.4 EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 7.1 of this Article or Section 8.3(D)(ii) of Article 8 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 (*name of arbitrators*) who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to all parties (the alleged violator, the Council, the Local Union, the Contractor, and the Owner).
- B. The Arbitrator shall hold a hearing within 48 hours of receiving the notice invoking the procedure if it is contended that the violation still exists. The Arbitrator shall provide at least 24 hours' notice (excluding Sundays and holidays) to all parties as to time and place of the hearing.
- C. All notices pursuant to this Article must be delivered to all parties (Local Union, Council, Contractor, alleged violator) and may be provided by telephone, telegraph, hand delivery, fax, email, or confirmed overnight delivery. 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 party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D. (i) Section 7.1 hearings:
The sole issue at the hearing shall be whether a violation of Section 7.1 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 all parties. 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.

(ii) Section 8.3(D)(ii) hearings:
The sole issue at the hearing shall be whether a violation of Section 8.3(D)(ii) occurred. If a violation is found to have occurred, it shall be prima facie evidence of intentional mis-assignment, and the Arbitrator shall issue an immediate stop-work order with respect to the work involved and reassign the work as necessary. The Arbitrator is also authorized to (a) award damages or back pay in order to make the aggrieved trade whole, and (b) remove the offending contractor from the job in egregious situations.

- 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 all parties. 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.

SECTION 7.5 ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 7.1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 7.1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

SECTION 8.1 SUBJECTS

The Project Labor Management Committee ("Committee") 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 interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project, if any.

SECTION 8.2 COMPOSITION

The Committee shall be jointly chaired by a designee of the Owner 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.

The Committee shall be comprised of 6 members, and 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 shall have equal representation from Trades and Contractor(s). The Committee may conduct business through mutually agreed upon subcommittees.

SECTION 8.3 PRE-JOB CONFERENCE

- (A) So that the start and continuation of work may progress without interruption, the Committee shall require each contractor and subcontractor of whatever tier to conduct a pre-job conference with the Council prior to commencing work. The Owner and General Contractor shall be advised in advance of such conferences and may participate if they wish.
- (B) The purpose of the pre-job conference shall be for the parties 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.
- (C) Proposed Trade Assignments. In conjunction with the pre-job conference, each Contractor shall fill out the attached Schedule D – Proposed Trade Assignments identifying all Subcontractors and indicating what trades will be used to perform the Project work. This form shall be submitted to the Council at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects to or disagrees with the Proposed Trade Assignment of either the Contractor or Subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve the matter. If no resolution is reached, any involved Local Union may submit their position in writing, together with support documentation, within seven (7) calendar days to the Contractor or Subcontractor with a copy to all affected Local Unions. The Contractor or Subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the General Contractor, the Council, and all affected Local Unions a “Final Trade Assignment” letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made.
- (D) Disputes and Violations.
 - (i) Unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of Article 10 in accordance with the National Plan established by the Building and Construction Trades Department, provided however, that disputes concerning intra-trade assignments (assignments between trades within

the same International Union) will be determined by the applicable International Union.

- (ii) Failure to conduct a pre-job conference, failure to include all required parties in a pre-job conference, or failure to adhere to agreed upon Schedule D trade assignments is a violation of this Agreement and prima facie evidence of intentional mis-assignment. Alleged violations of this provision shall be considered a lock-out and subject to the expedited arbitration procedures of Article 7, Section 7.4.
- (iii) All remaining unresolved issues shall be subject to the provisions of Article 9.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 9.1 CLOSE COOPERATION

The Contractors, Unions, and employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of Project Work and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

SECTION 9.2 PROCEDURE

Any question, dispute or claim arising during the term of this Agreement involving the interpretation or application of this Agreement (other than jurisdictional disputes and alleged violations Section 7.1, and Section 8.3(D)(i) or (ii), shall be considered a grievance and shall be resolved pursuant to the following procedure.

Step 1:

- (a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall give notice of the claimed violation to the Local Union representative or job steward, who shall notify the work site representative of the involved Contractor and the General Contractor. To be timely, such notice must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The Local Union representative or the job steward shall meet with the work site representative of the involved Contractor and the General Contractor and endeavor to adjust the matter within 7 calendar days after timely notice has been given. The representative of the involved Contractor shall keep the minutes of the meeting and shall respond to the Union representative in writing, with copy to the General Contractor, within twenty-four (24) hours after the conclusion of the meeting. 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 Labor-Management Committee as creating a precedent with respect to Project Work.

- (b). Should any signatory to this Agreement have a dispute [excepting jurisdictional disputes and alleged violations of Section 7.1 or Section 8.3(D)(i) or (ii) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute may be reduced to writing and the grieving party may proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

Upon timely receiving a written grievance, the involved Contractor shall notify and schedule a meeting with the Business Manager of the involved Local Union, the Council, and the General Contractor, and their respective representatives, for the purpose of arriving at a satisfactory settlement. Such meeting shall be held within 7 calendar days of the involved Contractor's receipt of the written grievance. Meeting minutes shall be kept by the Contractor with copies to the parties within twenty-four (24) hours.

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 General Contractor) along with copies of the minutes from Step 1 and Step 2, to (list names of Arbitrators) who shall act, alternately, 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 General Contractor, the involved Contractor, and the involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 10.1 ASSIGNMENT

The assignment of work shall be solely the responsibility of the Contractor performing the work involved, subject to the pre-job conference and the procedures set forth in Section 8.3(C), and such work assignments shall be in accordance with the National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“National Plan”) or any successor Plan approved by the Building & Construction Trades Department, AFL-CIO.

SECTION 10.2 PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

All jurisdictional disputes involving Project Work shall be settled according to the National Plan, provided however, that disputes concerning intra-trade assignments (assignments between trades within the same International Union) will be determined by the applicable International Union.

SECTION 10.3 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.

SECTION 10.4 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 10.5 LIMITATIONS

Awards made under this Article shall determine only to whom the disputed work belongs. The deciding person or group hereunder shall have no authority to (a) assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; (b) assign the work to employees who are not qualified to perform the work involved; or (c) assign work being performed by non-union employees to union employees. This provision 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.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 11.1 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 applicable to the work.

SECTION 11.2 EMPLOYEE BENEFITS

- A. Unless expressly provided differently in this Agreement, Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 schedule in effect. Except as provided herein, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in Schedule A, and in the amounts so designated, to the extent such payments are required by and satisfy the Section 220 obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors not otherwise contractually bound to do so shall not be required to contribute to non-Section 220 benefits, trusts or plans; however, this provision does not relieve Contractor's signatory to local collective bargaining agreements with any Local Union from complying with the benefit requirements for all funds contained in those collective bargaining agreements.

B. Notwithstanding Section 11.2(A):

- (1) Contractors who designate employees pursuant to Article 4, Section 4.2(B), and who maintain bona fide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, may satisfy the benefits obligation required by Section 220 with respect to those employees by providing those employees with coverage under their private benefit plans for health, welfare, retirement and similar benefits (to the extent consistent with Section 220); provided however, that total benefit payments to be made on behalf of each such employee must equal the total Section 220 benefit/supplement amount. If the Contractor's contribution into the private benefit plan is less than the amount required by Section 220, the difference must be paid to the employee in cash.
- (2) This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process provided such employee was previously employed by the Contractor and was a participant in a bona fide private benefit plan maintained by the Contractor which satisfies the requirements of Section 220.
- (3) The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated in Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any contractor providing coverage under this provision will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.
- (4) Contractors who exercise the option under Section 11.2(B) of this Article to pay into their own private benefit plans rather than the applicable jointly trusteed funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trusteed funds designated in Schedule A against any and all benefit/supplement claims by its employees.

C. Contractors who contribute to jointly trusteed funds under this Section agree to be bound by the written terms of the legally-established jointly trusteed Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees for whom this Agreement requires such benefit Payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.

D. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits on the Project. The Local Unions and/or the Council shall notify the General Contractor and the Owner's Representative within 48 hours whenever a Contractor or Subcontractor, including the General Contractor, fails to make a required benefit payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the General Contractor within that 48-hour period, the General Contractor shall notify the Owner's Representative immediately, but in any case within 24 hours. If the Owner's Representative receives notice of a delinquency by the General Contractor, it shall withhold from any funds due to the delinquent Contractor the amount of that delinquency, up to the total amount due, until any dispute regarding the delinquency has been resolved. The General Contractor shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor); but the General Contractor shall continue to be obligated with respect to contributions based on work done by the General Contractor. If notice of a delinquency is not received by the Owner's Representative within the required time periods, Owner shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 12.1 WORK WEEK AND WORK DAY

A. Unless otherwise provided for in this Agreement, the standard work week shall be five days, Monday through Friday, eight hours per day plus ½ hour unpaid lunch period each day. The starting time for the standard work week shall start at either 6:00am, 7:00am, 7:30am or 8:00am.

B. Four-tens: notwithstanding any other provision of this Agreement, when working a four-day work week, the work week shall consist of 4 days, Monday through Thursday, ten hours per day plus ½ hour unpaid lunch period at the straight time rate. The starting time for four-tens shall be 6:00am, 6:30am or 7:00am. A three-day minimal notice shall be required for four-tens to the respective involved unions.

C. On a 5-day work week Saturday may be used as a make-up day at straight time to fulfill the 40-hour work week due to inclement weather. On a 4-day work week Friday may be used as a make-up day at straight time to fulfill the 40-hour work week due to inclement weather. Make-up days shall be scheduled for a minimum of 8 hours, except in the case of inclement weather in which Section 12.5 shall apply. Make-up days shall not be mandatory and no discipline shall be taken against employees electing not to work the make-up day.

D. The changing of the regular starting time, except in the case of overtime and the switch from a 5 day and 4-day work weeks shall be at 4 weeks minimum.

SECTION 12.2 OVERTIME

Overtime pay for hours outside of the standard work week and work day, defined in Section 12.1, and all work on Saturdays shall be paid at time and one half the hourly rate and benefits will be paid on straight time. All work on Sundays shall be paid at two times the hourly rate and benefits will be paid at straight time.

SECTION 12.3 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 General Contractor and must be scheduled with not less than three 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. Shift differentials shall be straight time plus ten percent (10%) with no reduction in hours worked unless Schedule A shift differential is lower in which the lower shift differential shall apply. No other premium or payments for such work shall be required unless such work is in excess of 40 hours during the week. Work performed on Saturdays or Sundays shall be paid as provided in the applicable Schedule A.

SECTION 12.4 HOLIDAYS

- A. Schedule - There shall be seven (7) recognized holidays:

New Year's Day
President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving 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 that holidays which occur on Sunday shall be observed on the following Monday.

- B. Payment - Regular holiday pay, if any, for work performed on a recognized holiday shall be in accordance with the applicable Schedule A. There will be no benefits paid on holidays unless worked.
- C. Exclusivity - No holidays other than those listed in Section 12.4 shall be recognized or observed.

SECTION 12.5 REPORTING PAY

- A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive two (2) hours reporting pay; four (4) hours if work starts and actual hours worked thereafter
- B. When an employee who has completed his or her scheduled shift and has left the Project site is "called out" to perform special work of a casual, incidental, or irregular nature, the employee shall receive pay for actual hours worked at applicable straight time or overtime rates in accordance with this Agreement, but no less than a minimum guarantee of one (1) hour at the employee's straight time rate.
- C. When an employee leaves the job or work location of their own volition, is discharged for cause, or is not working as a result of the Contractor's invocation of Section 12.8 below, he or she 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 12 and where an applicable Schedule A applies to Forepersons, Stewards and Lead Engineer in reference to pay.

SECTION 12.6 PAYMENT OF WAGES

- A. Payday: Payment shall be made by check, 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 3:00 p.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 one week's 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.
- B. Termination: 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 layoff or discharge.

SECTION 12.7 INJURY/DISABILITY

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

SECTION 12.8 EMERGENCY WORK SUSPENSION

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

ARTICLE 13 - APPRENTICESHIP & HELMETS TO HARDHATS

SECTION 13.1 APPRENTICE RATIOS

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 that is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio of not less than twenty-five percent (25%) of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. The first person assigned to the job shall be a Journeyman. The second person assigned may be an apprentice. Subsequent assignments shall be Journeymen until the applicable ratio is achieved. This assignment shall be repeated until staffing needs are satisfied. Apprentices and such other classifications as are appropriate will be employed in a manner consistent with the provisions of the applicable Schedule A.

SECTION 13.2 NYS DEPARTMENT OF LABOR

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 to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs that result in the placement of apprentices on this Project. In addition, up to fifty percent (50%) of the apprentices placed on this Project may be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor requests for minority, women, or economically disadvantaged referrals to meet this Contractor effort. These workers may be delivered

under a “Direct Entry” designation or by use of a Department of Labor Waiver.

SECTION 13.3 HELMETS TO HARDHATS

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

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

ARTICLE 14 – NO DISCRIMINATION

SECTION 14.1 COOPERATIVE EFFORTS

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, union or non-union status, real or perceived sexual orientation or any other status protected by law, 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 shall 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. Nothing in this section shall be grievable.

SECTION 14.2 LANGUAGE OF AGREEMENT

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

ARTICLE 15– GENERAL TERMS

SECTION 15.1 PROJECT RULES

The General Contractor and/or other Contractors may establish from time to time such reasonable Project rules as are necessary for the good order of the Project. These rules shall be outlined at the pre-job conference, detailed in the contract documents, posted at the

Project site, and may be amended thereafter as necessary.

Security Protocols – The Construction Manager and/or Dutchess County, in their sole discretion, will determine security protocols for the entire Project Site. Strict compliance by all employees with security procedures, protocols, and directives issued by these entities or its delegated, is required by all employees at all times.

SECTION 15.2 TOOLS OF THE TRADE

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

SECTION 15.3 SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 15.4 FULL WORKDAY

Employees shall be at their work area at the starting time established by the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

ARTICLE 16 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 16.1 SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and County mandated safety requirements are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and County from injury or harm. Failure to do so may be grounds for discipline, including discharge. Prevention of accidents at the site is the responsibility of the Contractors, its employees, subcontractors and suppliers, persons, and entities at the site. The Contractors shall establish their own safety programs implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction. The CM is not responsible for identifying unsafe practices, nor for failure to stop the Contractors' unsafe practices; and, the CM's failure to stop the Contractors' unsafe practices shall not relieve the Contractors of the responsibility therefore.

SECTION 16.2 CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors for this Project. Such rules will be published in the contract documents and may be posted in conspicuous places throughout the Project.

SECTION 16.3 INSPECTIONS

The Contractors and the CM retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

ARTICLE 17 – TEMPORARY SERVICES

Temporary light, power, cooling, ventilation and other services shall only be required on the specific request of the Contractor and when requested shall be assigned to the appropriate trade with jurisdiction. Temporary coverage may be provided by the Contractor's employees already working under this Agreement during regular work hours. The Contractor will determine the need for temporary coverage requirements during non-work hours. For safety reasons, temporary light and power panels will only be accessed by employees of the electrical contractor responsible for supplying the temporary light and power panels. This shall not require a standby employee who is not performing Project Work. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved pursuant to Article 10.

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 18.1 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 18.2 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 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 19.1 CHANGES TO AREA CONTRACTS

Each Schedule A attached 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 the Schedule A notify the Owner and General Contractor in writing of the agreed upon changes in those agreements which are applicable to the Project, and their effective dates. Such changes shall only be effective to the extent consistent with this Agreement. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 19.2 LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

ARTICLE 20 - WORKERS' COMPENSATION ADR

At the written option of the Contractor and with the written approval of the Hudson Valley Building Trades Council, all Local Unions, Contractors and sub-contractors working on this Project agree to be bound by the Collectively Bargained Workers Compensation Alternative Dispute Resolution Agreement (ADR Agreement) and to the ADR program set forth therein, by and between the Construction Industry Council of Westchester and the Hudson Valley, Inc., and the Building and Construction Trades Council of Westchester and Putnam County, New York, entered into on January 26, 2007, as amended.

**ARTICLE 21
HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES
LABOR MANAGEMENT ALLIANCE**


If not prohibited by law and there are no direct or additional costs to the Owner or Contractors, parties to this Agreement agree to participate in the Hudson Valley Building and Construction Trades Labor Management Alliance.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2022.

FOR THE HUDSON VALLEY BUILDING AND CONSTRUCTION
TRADES COUNCIL:

By:  Pres
(Name/Title)

FOR THE OWNER:

BY:  PMP/CCM Project Executive, C&S Engineers
(Name/Title)
On behalf of Dutchess County

FOR THE LOCAL UNIONS:

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS & HELPERS, DISTRICT NO. 5

BY: Thomas F. Ryan, BM-5 T
(Name/Title)

THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1

BY: David A. Williams
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS LOCAL 279

BY: [Signature] Asst. EST
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 363

BY: Sam Felt BUS MGR
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED
WORKERS LOCAL #91

BY: TLK Business Manager
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS LOCAL NO. 417

BY: W. P. Stottard Bus. Mgr.
(Name/Title)

LABORERS INTERNATIONAL UNION OF N.A. LOCAL 235 /17

BY: [Signature] BY: A. Torres
(Name/Title)

NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS LOCAL 2287 AND LOCAL 740

BY: [Signature] Per JG
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137/15

BY: Anthony LaPina Business Representative BY: Alfred Laid 15D
(Name/Title) Jeff Loughlin - Bus Mgr 137 Jeff Loughlin

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION,
DISTRICT COUNCIL

BY: North D'Amico Business Agent 780
(Name/Title)

DISTRICT COUNCIL NO. 9, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
A.F.L. - C.I.O.

BY: [Signature]
(Name/Title)

PLUMBERS, STEAMFITTERS AND SERVICE TECHNICIANS LOCAL UNION 21

BY: Donald Day Business Manager
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 8

BY: Paul W. [Signature] BA
(Name/Title)

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION
WORKERS (SMART) LOCAL 38

BY: James Noster Business Rep.
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL UNION NO. 669

BY: [Signature] Business Agent
(Name/Title)

TEAMSTERS UNION LOCAL 445

BY: [Signature]
(Name/Title)

BRICKLAYERS AND ALLIED CRAFTS, TILE, MARBLE & TERAZZO UNION OF NEW YORK
AND NEW JERSEY, LOCAL NO. 7.

BY: Sebastian Vung Business Agent
(Name/Title)

SCHEDULE A- LOCAL COLLECTIVE BARGAINING AGREEMENTS

ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO.

AGREEMENT by and between THE CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, BUILDING CONTRACTORS ASSOCIATION, AND THE MASON AND CONCRETE CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY and THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1 NEW YORK.

AGREEMENT between THE ASSOCIATIONS and the NORTH ATLANTIC STATE REGIONAL COUNCIL OF CARPENTERS LOCAL UNION 279.

AGREEMENT by and between the HUDSON VALLEY CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION 363, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS.

MEMORANDUM OF AGREEMENT by and between the WINDOW AND PLATE GLASS DEALERS ASSOCIATION and DISTRICT COUNCIL NO. 9 GLAXIERS LOCAL UNION #1087.

AGREEMENT OF WORKING CONDITIONS between INDUSTRIAL INSULATION CONTRACTORS OF SOUTHERN NEW YORK and THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL #91.

AGREEMENT between FABRICATORS, ERECTORS AND REINFORCING CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, INC. and LOCAL UNION NO. 417 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS.

BUILDING AND CONSTRUCTION AGREEMENT between EASTERN NEW YORK LABORERS' DISTRICT COUNCIL AND IT'S AFFILIATE LABORERS' INTERNATIONAL UNION OF N.A. LOCAL 235 OF DUTCHESS AND COLUMBIA COUNTIES, NEW YORK AND CONTRACTORS ASSOCIATION OF WESTCHESTER AND MID-HUDSON REGION and MASON AND CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. and INDEPENDENT EMPLOYERS.

HEAVY AND HIGHWAY AGREEMENT between EASTERN NEW YORK LABORERS' DISTRICT COUNCIL AND IT'S AFFILIATE LABORERS' INTERNATIONAL UNION OF N.A. LOCAL 235 OF PUTNAM, DUTCHESS AND COLUMBIA COUNTIES, NEW YORK and CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC. and INDEPENDENT EMPLOYERS.

INDEPENDENT MILLWRIGHT AGREEMENT between NEW YORK CITY MILLWRIGHT CONTRACTORS ASSOCIATION and THE DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA and MILLWRIGHT LOCAL 740.

AGREEMENT by and between the BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER AND MID HUDSON REGION NEW YORK, INC., and the MASON AND CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137, 137A, 137B, 137C, 137R, AFL-CIO.

AGREEMENT by and between the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC., and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137, 137A, 137B, 137C, & 137R, AFL-CIO.

AGREEMENT between THE MEMBERS OF THE CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND PUTNAM COUNTIES, INC. and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 15D AFFILIATED WITH THE AFL-CIO.

TRADE AGREEMENT between the OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL NO. 262 and the INDEPENDENT CONTRACTORS.

AGREEMENT between MASTER PAINTERS and DISTRICT COUNCIL NO. 9.

AGREEMENT between the HUDSON VALLEY MECHANICAL CONTRACTORS ASSOCIATION, INC. and PLUMBERS, STEAMFITTERS AND APPRENTICES LOCAL UNION 21 affiliated with THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, A.F.L. - C.I.O.

RESILIENT FLOOR COVERERS AGREEMENT between THE GREATER NEW YORK FLOOR COVERERS ASSOCIATION, INC. and THE DISTRICT COUNCIL OF NEW YORK AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.

AGREEMENT between UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL UNION NO. 8 and ROOFING & WATERPROOFING CONTRACTORS ASSOCIATION OF NEW YORK AND VICINITY.

COMMERCIAL AGREEMENT between LOCAL UNION NO. 38 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART) and SHEET METAL AND ROOFING CONTRACTORS' ASSOCIATION OF SOUTHEASTERN NEW YORK.

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION NO. 669.

AGREEMENT HEAVY & HIGHWAY between TEAMSTERS UNION LOCAL 445, IBT, AFL-CIO and INDIVIDUAL EMPLOYERS.

AGREEMENT between THE GREATER NEW YORK AND NEW JERSEY TILE CONTRACTORS ASSOCIATION, INC. and THE TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY, LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS.

LOCAL UNION NO. 7 TILE, MARBLE, AND TERRAZZO, AFL-CIO OF NEW YORK AND NEW JERSEY AGREEMENT between the MARBLE INDUSTRY OF NEW YORK, INC. and THE MARBLE POLISHERS AND MAINTENANCE FINISHERS, LOCAL NO. 7 of the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN.

AGREEMENT between THE GREATER NEW YORK AND NEW JERSEY TILE CONTRACTORS ASSOCIATION, INC. and THE TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY, LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS.

AGREEMENT between the MOSAIC, TERRAZZO AND CHEMICAL PRODUCT DECORATIVE FINISHER MASONS WORKERS ASSOCIATION LOCAL NO. 7 OF NEW YORK NEW JERSEY & VICINITY INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS and MARBLE TERRAZZO AND SPECIALTY CONTRACTORS ASSOCIATION, INC.

BUILDING AGREEMENT between LABORERS' LOCAL UNION NO. 17 and CONSTRUCTION CONTRACTORS ASSOCIATION of the HUDSON VALLEY, INC.

Schedule A Local Collective Bargaining Agreement can be viewed by visiting the Hudson Valley Building and Construction Trades website: builditunion.org

Username: hudsonvalley

Password: buildingtrades

SCHEDULE B - LETTER OF ASSENT

The undersigned party confirms that it agrees to be a party to and be bound by the Dutchess Stadium New Clubhouse and Improvements Project Labor Agreement (hereinafter “Agreement” or “PLA”) entered into between C & S Companies on behalf of the Owner and Hudson Valley Building and Construction Trades Council and understands that such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Agreement and its Schedules are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter “Contractor”) on the Project known as Dutchess Stadium New Clubhouse and Improvements Project and located in Dutchess County (hereinafter “Project”), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the PLA, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all schedules, amendments, and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by, and incorporates and adopts the legally established collective bargaining agreements (Schedule “A”) and local trust agreements as referenced in the Project Labor Agreement and this letter of Assent for this Project;
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Project Labor Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engages to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions;

(5) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor (of any tier) on the Project, a duly executed Agreement to be bound in from identical to this document;

(6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this Project Labor Agreement to this Project.

Dated: _____
Name of CM, GC, or Higher Level

Subcontractor

Name of Contractor of Subcontractor

By: Authorized Officer & Title

Address

Address

Phone

Fax

Contractor's State License # _____

Employer EIN _____ Employer NYS IU _____ WC# _____

Sworn to before me this
_____ day of _____, 20____

Notary Public

SCHEDULE C – ADMINISTRATION OF AGREEMENT; DESIGNEE

Name of Project: DUTCHESS STADIUM NEW CLUBHOUSE AND IMPROVEMENTS

The Owner shall name a Designee to administer this Agreement. The Designee shall be notified in the event any jurisdictional issue, grievance, or other matter concerning this PLA arises, and such Designee shall actively take part in the resolution of the issue. Any signatory Union may request the Designee’s assistance in rectifying an issue.

The Designee’s contact information is as follows:

(845) 486-2085 (Office Phone)

(914) 456-7942 (Cell Phone)

RBALKIND@DUTCHESSNY.GOV (Email)

Robert H. Balkind (Signature)

Robert H. Balkind
DPW Commissioner (Print)

Owner

SCHEDULE D – PRE-JOB QUESTIONNAIRE; PROPOSED TRADE ASSIGNMENTS

To be Completed by Each Contractor in Accordance with Section 8.3

TO: _____ Building & Construction Trades Council

CLIENT/OWNER: _____

ADMINISTRATOR:

Fax: (____)____-_____

CONTRACTOR: _____

CONTRACT #: _____

NAME OF PROJECT: _____

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety, and job requirements.

MEETING PLACE: _____

(____)____-_____ Office

(____)____-_____ Fax

MEETING DATE: _____

RESPONSE DATE: _____

MEETING DATE: _____

**** PLEASE TYPE ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company's Local Mailing Address: _____

4. CONTRACTOR PERSONNEL:

Project Manager:

Office Telephone # _____

Mobile Telephone # _____

Fax Telephone # _____

Superintendent:

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

Safety Representative:

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

Drug Test Result Coordinator: (List in order of contact priority)

Name of First Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Second Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Third Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____
2. _____
3. _____

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

5. WORKFORCE PROJECTIONS: Workforce Objectives:

<u>CRAFT</u>	<u>REL. N.</u>	<u>AVG No.</u>	<u>TOTAL HOURS</u>	<u>MINORITY HOURS</u>	<u>MINORITY %</u>	<u>FEMALE HOURS</u>	<u>FEMALE %</u>
<u>Asbestos Workers</u>							
<u>Boilermakers</u>							
<u>Bricklayers</u>							
<u>Carpenters</u>							
• <u>Carpenters</u>							
• <u>Pile Drivers</u>							
• <u>Millwrights</u>							
<u>Cement Masons</u>							
<u>Electrical Workers (Inside Wiremen)</u>							
<u>Elevator Constructors</u>							
<u>Glaziers</u>							
<u>Insulators</u>							
<u>Ironworkers</u>							
• <u>Structural</u>							
• <u>Rebar</u>							
<u>Laborers</u>							
<u>Operating Engineers</u>							
• <u>Op. Engineers</u>							
• <u>Op. Engineers Technical</u>							
<u>Painters</u>							
<u>Pipefitters/Plumber</u>							
<u>Plasterers</u>							
<u>Roofers</u>							

<u>Sheet Metal Workers</u>							
<u>Teamsters</u>							

6. OPERATIONAL INFORMATION

Shift Schedule: AM _____ to PM _____

Number of Shifts: _____

Pay Day: _____

End of Pay Period: _____

First Aid Facilities: Kits _____

Sanitary Facilities: Portable _____

Job Site Telephone Number: _____

Job Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

CONTRACT # _____

The following jurisdictional trade assignments are proposed. Any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 8, Section 8.3.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): _____

Electrical Workers (Outside Line): _____

Ironworkers (Rebar): _____

Laborers: _____

Millwrights: _____

Pipefitters/Plumbers: _____

Plasterers: _____

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

CONTRACT #: _____

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

EQUIPMENT:

CRAFT:

- | | |
|-----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |
| 11. _____ | _____ |

TOOLS-OF-THE-TRADE: (Part-time use -- no listing of craft is necessary)

EQUIPMENT:

EQUIPMENT:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

SUBCONTRACTORS

The following is a list of Subcontractors that are under contract with the General Contractor at the time of this meeting. Each Subcontractor is to submit a completed "Proposed Trade Assignment" letter at the time of this meeting. Any Subcontractor not in attendance at the pre-job meeting shall submit a completed Proposed Trade Assignment form as set forth at Article 10, Section 10.4.

A copy of a signed Letter of Assent ("Schedule B") specific to this contract from each Subcontractor identified below is to be attached to the end of this document. (Also include a copy of the General Contractor's Letter of Award). If additional space is needed, copy this page and attach it to the documents.

Name of Subcontractor:

Summary of Scope of Work:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

SCHEDULE E – NATIONAL PLAN

A copy of National Plan for the Settlement of Jurisdictional Disputes can be viewed by visiting the Hudson Valley Building and Construction Trades website: builditunion.org

Username: hudsonvalley Password: buildingtrades

SCHEDULE F - ADR

(To be provided if ADR applies)