

PROJECT LABOR AGREEMENT
COVERING
THE ASHOKAN RAIL TRAIL PROJECT
ULSTER COUNTY, NEW YORK

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ARTICLE I - PREAMBLE

SECTION 1. RECITALS

The County of Ulster has engaged Seeler Engineering, P.C., an independent consultant, to act on its behalf for the purpose of conducting a study and evaluating the appropriateness of utilizing a Project Labor Agreement for the project.

The project has an anticipated construction cost of the three project phases covered under the Project Labor Agreement is \$13.6 million. The project has a tight timeline for completion, work activities are constrained by seasonal requirements for work in environmentally sensitive areas, and constrained by limited access to work sites, thus any delays could cause potential financial and economic hardships to the taxpayers of the County of Ulster resulting from contract delay claims or loss of economic benefit of trail use.

Seeler Engineering, P.C. was requested to assist the County of Ulster in determining whether the use of a Project Labor Agreement for this project is appropriate and whether the use of a project labor agreement would benefit and enhance the interests of the County in the timely and efficient completion of the project.

In performing this task, Seeler considered project outcomes from other PLAs in which the Hudson Valley Building and Construction Trades Council has jurisdiction including:

- Relevant positive past experience in Ulster County with the Family Court Relocation Project where a PLA was utilized;
- Relevant positive past experiences in the County of Orange on the Residential Health Care Facility, Harriman Waste Water Treatment Plant Upgrade, Emergency Services Center project, SUNY Orange Middletown Campus and SUNY Orange Newburgh Campus where Project Labor Agreements (PLA) were utilized;
- Relevant positive experience of the County of Orange with the Orange County Court Facilities project where a PLA was utilized and helped the County meet NYS mandates in creating updated and new court space and on the Orange County Correctional Facility project where a PLA helped meet NYS Committee on Corrections mandates;
- Relevant positive experience of the County of Orange with the Orange County Emergency Services Center Project where a PLA was utilized and helped the County Emergency Management agencies to support the expanding needs of the County and its ability to comply with the training guidelines described in FEMA 501-3, National Incident Management System (NIMS) dated March 27, 2006. NIMS is a program developed under the Homeland Security Presidential Directive (HSPD);
- Relevant positive experience with completed and ongoing work at the Orange County Government Center Reconstruction Project and the ongoing Radio Tower Project.
- Relevant negative experience of the County of Orange on two previous expansion projects at the former jail that were completed without PLA's where labor unrest resulted in negative impacts to the timely completion and cost of both projects;
- Relevant positive experiences on other PLA's within the 4 counties covered by the Hudson Valley Building & Construction Trades Council, including the

currently under construction Sullivan County Jail Project, the recently completed Warwick Bus Garage Project and the recently completed SUNY New Paltz project.

- Relevant positive experiences on privately funded projects such as the recently completed Woodbury Commons Project in Orange County and major ongoing large projects including the CPV Power Plant in Orange County, the Cricket Valley Power Plant in Dutchess County and the Montreign-Adelaar Casino project in Sullivan County.
- The need to induce broad participation in the competitive bidding process by all competent and responsible unionized and non-unionized bidders, to lower cost to the County;
- To ensure full compliance with applicable law, including laws affecting workers' rights, safety and wages.
- Insurance of local labor available for the project during a time where skilled labor is in high demand.

Based on this review, recent experience indicates that Project Labor Agreements have generally proven to be of economic benefit to owners, both private and public, undertaking major new construction, alteration or repair projects. This is particularly the case with respect to projects of protracted duration, or which involve a substantial expenditure of funds or a substantial number of contractors and subcontractors and their trade or craft workers or like this project, make the timely completion of the project imperative.

Further, the review indicated that Project Labor Agreements typically operate to lower total cost to the project owner, particularly in the context of competitively bid, multiple-prime projects, such as this project. Lower costs are achieved through, among other mechanisms:

- The establishment of uniform, project-wide, work rules and schedules, tailored to the specific needs of the project, which foster an efficient coordination of the various components of the construction process;
- The establishment of full eight-hour work days and forty-hour work weeks at straight-time rates, the assurance that work stoppages will not occur as result of labor disputes or unrest based on "no-strike, "no lockout" and "no picketing" provisions;
- The establishment of a contractually mandated dispute resolution process and the commitment from all parties to continue working for the duration of any dispute;
- The establishment of a hiring referral process which is designed to ensure, to the extent possible, an ample supply of skilled and safe workers from Ulster County and surrounding areas;
- Generally promoting harmony between management and labor and among the various trades; and
- The beneficial effects, to the competitive bidding process of standardized work rules and labor costs, which force bidders to compete based, in significant part, on the efficiency and skill of their respective operations and the efficacy of their respective trade approaches and methodologies for completing the project
- Concessions negotiated to lower construction costs.

A technical review of the plans and specifications for the project was conducted in order to determine, among other matters:

- The specialized skills and trades required for the construction work;
- The possible difficulty obtaining those skilled workers in sufficient numbers; and
- The possible conflict among the required trades regarding entitlement and

jurisdiction to the various components of the work.

The existing collective bargaining agreements covering union trade workers was reviewed in order to determine, among other matters:

- Mandated wage supplement rates, including schedule increases;
- Expiration dates;
- Recognized holidays and rules controlling start and finish times and work-day durations.

The County of Ulster has considered the factors outlined above in light of its obligation, under law and to the taxpayers, to conduct its procurement activities in an open, reasonable and responsible manner, with the objective of obtaining the services and facilities required by the County at the lowest cost available from responsible bidders. On this basis, negotiations were undertaken with the appropriate representative of labor in the geographical jurisdiction of the area, with the objective of obtaining the most beneficial terms for a Project Labor Agreement for the project.

Based on the areas recent experience, it was determined that the Hudson Valley Building and Construction Trades Council (the Council) is the appropriate representative of labor in the County of Ulster for the purpose of this project. First, the trade unions affiliated with the Council include all of the skilled trades required for the construction of the project. No other collective of unions in the Ulster County area is similarly constituted. Second, the Council has the ability, in connection with its constituent trade unions, to make the numerous and important concessions required by the for the project. Third, the Council, acting with the approval of its constituent unions, has the ability to ensure labor peace at the project, by agreeing not to engage in otherwise protected concerted conduct with respect to the project.

The County of Ulster has specifically sought the inclusion of terms in a Project Labor Agreement requiring, among other things, that:

- All contractors and subcontractors, of every tier, on the project shall be parties to the agreement;
- There shall be no strikes, slowdowns or picketing, and no lockouts during the project;
- Unresolved disputes relating to the terms of the agreement and jurisdictional disputes shall be resolved by utilizing the grievance-arbitration process outlined in Article X, or by other established procedures;
- All disputes between and among unions shall be resolved by the appropriate entity identified in the Agreement and that all signatory trade unions shall be bound by that resolution and;
- Uniform start times, workday and work week durations and other work rules be established for all contractors and subcontractors on the project.

Based on the successful negotiations, the County of Ulster has authorized the use of the Project Labor Agreement set forth below and has directed that it be included in the CONTRACT DOCUMENTS for all phases of the project, with the stipulation that all successful bidders, and all levels of subcontractors, together with their respective sureties, shall abide by the Agreement with respect to the performance of all work on the project and that any failure to comply with the Agreement fully shall be considered a material breach of the contractor's agreement for the project with the County, justifying, among other remedies, immediate termination of the contractor.

SECTION 2. PARTIES TO THE AGREEMENT

This Project Labor Agreement ("Agreement") is being entered into by and between The Prime Contractor and the Hudson Valley Building and Construction Trades Council (COUNCIL), on behalf of itself and its affiliated Unions who shall be signatories to this Agreement for the construction of The Ashokan Rail Trail Project.

ARTICLE II – GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and COUNCIL are referred to singularly and collectively as "UNIONS", the term "CONTRACTOR(s)" shall include the prime contractor, and its subcontractors of whatever tier engaged in onsite project construction work within the scope of this Agreement as defined in Article III; County of Ulster is referred to as the "COUNTY"; the Hudson Valley Building and Construction Trades Council is referred to as the "COUNCIL"; the work covered by this Agreement (as defined in Article III) is referred to as the "PROJECT", and the collective bargaining agreements of the unions affiliated with the COUNCIL is referenced as "Schedule A".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the COUNCIL and is approved by the National Building and Construction Trades Department, AFL_CIO; (2) the Agreement is signed by the Prime Contractor (3) the Agreement is signed by each Involved UNION representing employees to be utilized on the PROJECT (4) the Agreement is approved by the NYS Building & Construction Trades Council; and (5) the Agreement is authorized by Ulster County.

SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all UNIONS and all CONTRACTOR(S) performing onsite PROJECT Construction work, including site preparation and related demolition work necessary to prepare the site for construction, staging areas, and the work, as defined in Article III. The CONTRACTOR(S) shall include in any subcontract let, for performance during the term of the Agreement, a requirement that subcontractors shall be bound by this Agreement with respect to subcontracted work performed within the scope of Article III.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, and the COUNTY's CONTRACT DOCUMENTS represent the complete understanding of all signatories with respect to this PROJECT and supersede any national agreement, local agreement, or other collective bargaining agreement of any type which would otherwise apply to PROJECT Work, in whole or in part, except that to the extent a contractor is signatory to the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors, those agreements shall apply, except that Articles 7, 9, and 10 of this Agreement shall prevail. If this

Agreement is silent on any other matter addressed in the applicable Schedule A agreement, the Schedule A agreement shall govern. It is further understood that no contractor shall be required to sign any other labor agreement as a condition of performing work on the PROJECT.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The COUNTY and any other Contractor shall not be liable or have any responsibility or exposure to the COUNCIL and/or its constituent unions for any violations of this Agreement by a CONTRACTOR or a signatory Union; and the COUNCIL and Local Unions shall not be liable for any violations of this Agreement by any other Union. No grievance shall be brought directly against the County under this agreement. Further, no arbitration decision or award may provide retroactivity of more than forty-five (45) days prior to the date of service of a written grievance as described herein.

SECTION 6. BID SPECIFICATIONS

The COUNTY shall require and provide in its CONTRACT DOCUMENTS for all work within the scope of Article III that all successful bidders, and their subcontractors, will be bound by the terms of this Agreement. The County is not a party to this Agreement and shall not be liable in any manner under this Agreement; but the County is an intended third party beneficiary of this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of COUNTY in determining which CONTRACTOR shall be awarded contracts for PROJECT work. It is further understood that COUNTY has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

This Agreement will be provided to all bidders and will fully apply to all successful bidders for the PROJECT. This Agreement shall not apply to the work of any CONTRACTOR or any subcontractors or sub-subcontractors which is performed at any location other than the PROJECT site, as defined in Article III, Section 1 or to any work performed by employees of the COUNTY or of CONTRACTOR(S) retained under existing or annual contracts or proposed contracts or emergency type projects unrelated to the PROJECT {or related project numbers}, for performing work and/or services for the COUNTY. Other employees may be excluded as set forth in Article III, Section 2, below.

ARTICLE III – SCOPE OF THE AGREEMENT

The PROJECT work covered by this Agreement shall be defined and limited as follows:

SECTION 1. THE WORK

The Project Labor Agreement shall only apply to the construction related to work defined within the construction contract documents for the Ashokan Rail Trail Project- Trailhead Construction.

This Agreement may be used at the discretion of COUNTY for, auxiliary work related to this PROJECT, so long as such work is performed at the location of the

PROJECT.

To the extent that there is any conflict between the general description of work described above and the COUNTY's express designation (or absence of designation) of work in the bid documents, the COUNTY's bid documents shall be controlling and determinative of whether work is PROJECT work within the scope of this Agreement. Any work not included in the COUNTY's bid documents or the successful bidder's bid documents is not covered PROJECT work under this Agreement. Phase I work, which is currently under contract, is specifically excluded.

SECTION 2. EXCLUDED WORKERS

Items specifically excluded from the scope of this Agreement include the following:

- a) Work of employees of COUNTY and its consultants, including professional surveyors for design purposes and the design team, including persons employed as superintendents, supervisors, staff engineers, inspectors, quality assurance personnel, mail carriers, clerks, office workers, messengers, security personnel hired through a professional accredited service by COUNTY or its representatives, (except when hired, subcontracted or required by a contractor which shall be covered by this Agreement if covered under a local union's collective bargaining agreement), emergency medical and first aid technicians, and other professional, architectural, engineering and administrative personnel;
- b) Laboratory or specialty testing or inspections not ordinarily performed by UNIONS;
- c) Employees and entities engaged in off-site manufacturing, (except those items covered in Schedule A and covered under NYS Labor Law 220) modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the project site, except local deliveries of all major construction materials including fill, ready mix, asphalt, granular materials and construction debris services which are covered by this agreement;
- d) Public Utility Companies and other entities engaged in ancillary PROJECT work or providing utility work for the PROJECT (such as gas and electric utilities, telephone operating companies, cable service providers) whether or not this work is on the property of COUNTY, shall not be subject to the rules and regulations of this Agreement and shall not be required to be a signatory to the Agreement. However, with respect to entities engaged in such work ancillary to the PROJECT, the COUNTY will nonetheless notify those entities of this Project Labor Agreement and that they may participate under this Agreement, if they so choose, and must ensure COUNTY that their sub-contractors or vendors will cause no delays, disruptions or labor disharmony on the project.

SECTION 3. LIMITATIONS

The execution of this Agreement by the UNIONS and the endorsement of this Agreement by COUNTY shall not be applicable to any other projects performed by any of the parties, whether on the PROJECT site or not.

As areas of covered work are accepted by COUNTY, this Agreement shall have no further force or effect on such items or areas except where CONTRACTOR is directed by COUNTY to engage in repairs, modifications, checkout and/or warranty functions related to such items or areas required by COUNTY when such

work is designated as PROJECT work by the COUNTY. This Agreement shall expire either on the acceptance of completed PROJECT work by the COUNTY or on December 31, 2018, whichever is earlier, 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.

ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PREHIRE RECOGNITION

The UNIONS shall be recognized by all CONTRACTORS on the PROJECT as the sole and exclusive bargaining representative for all craft employees who will be performing onsite PROJECT work within the scope of this Agreement as defined in Article III.

SECTION 2. UNION REFERRAL

- a. The CONTRACTOR(S) , subcontractors and sub-subcontractors on the PROJECT shall hire and utilize for the duration of the PROJECT, craft employees who are referred through the job referral systems, hiring halls or related job placement practices established in the Local Unions' area collective bargaining agreements that are contained in Schedule A. Notwithstanding this, the CONTRACTOR(S) shall have sole right to determine. The number of employees required, the selection of employees to be laid off (except as provided in this Agreement); and the sole right to reject any applicant referred by a Local Union, subject to the requirements set forth in the applicable Collective Bargaining Agreement (Schedule A), and the provisions of Section 2 (b) below.
- b. Minority, women and economically disadvantaged persons shall be afforded an opportunity for entry into the construction industry through the formal apprenticeship program of UNIONS, where such programs are in place and registered. The CONTRACTOR(S) on the PROJECT shall not discriminate against said minority, women and economically disadvantaged persons.
- c. In the event UNIONS are unable to fill any request for qualified employees two working days after such request is made by the CONTRACTOR, the CONTRACTOR may employ qualified applicants from any other available source. In the event that the UNIONS do not have a job referral system, the CONTRACTOR shall give the UNIONS first preference to refer applicants, subject to the other provisions of this Article. The CONTRACTOR shall notify the UNIONS of PROJECT, craft employees hired within its jurisdiction from any source other than referral by the UNIONS.
- d. A CONTRACTOR may request by name, and the UNIONS will honor, referral of persons who have applied to the UNIONS for PROJECT work and who meet the following qualifications as determined by a Committee of three (3), designated respectively, by the CONTRACTOR, the UNIONS and a third party from the COUNTY:
 1. Possess any license required by NYS law for the PROJECT work to be performed;
 2. Have worked a total of at least 1000 hours in the construction craft during the prior three years;
 3. Were on CONTRACTOR'S active payroll for at least 60 out of 180 calendar days prior for the contract award;
 4. Have demonstrated ability to safely perform the basic functions of the

applicable trade.

- e. No more than 20% of the employees covered by this Agreement, per CONTRACTOR, by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). CONTRACTORS (and their subcontractors and sub- subcontractors) shall be entitled to assign to the PROJECT (subject to the above provisions) one of the CONTRACTOR'S "core" employees, and then must hire one journey person referred by the UNIONS.
- f. The UNIONS shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the CONTRACTOR.
- g. Notwithstanding Section 2.2(e) above, certified Minority-owned/Women-Owned Business Enterprises and /Service- Disabled Veteran-Owned Business Enterprise (M/W/SDVOBE) contractors identified in the contractors approved M/W/SDVOBE utilization plan may use the special provisions in Schedule C.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The UNIONS represent that their hiring halls, referral systems and related job placement practices will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referral shall not be affected in any way by the rules, regulations, by-laws, 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, hiring hall or related job placement practice because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event the UNIONS either fail or are unable to refer qualified minority or female applicants in percentages equaling the PROJECT affirmative action goals if any are set forth in the COUNTY'S CONTRACT DOCUMENTS, the CONTRACTORS may employ qualified minority or female applicants from any other available source.

SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft fore persons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the CONTRACTOR, notwithstanding anything to the contrary in Schedule A. All forepersons shall take orders exclusively from the designated CONTRACTOR representatives. Craft forepersons shall be designated as working forepersons at the request of the CONTRACTOR, notwithstanding anything to the contrary in Schedule A.

SECTION 6. LOCAL LABOR

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

SECTION 7. 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 agency shop fee or union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project Work. No employee shall be discriminated against at the Project 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 Unions as an agency shop fee. Each Contractor shall be responsible for and guarantee the payment of all remittance to the appropriate Local Union of the applicable union dues or agency shop fee payable by its employees working on the Project.

ARTICLE V - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

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

SECTION 2. STEWARDS

- a. Each Local Union shall have the right to designate a working journey person as a steward or lead engineer, or other designee as the case may be, as set forth in the Collective Bargaining Agreements set forth in Schedule A, and an alternate, and shall notify the CONTRACTOR of the Identity of the designated steward (and alternate), lead engineer, or working foreman, as the case may be, prior to the assumption of such duties. Stewards, etc., shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications.
- b. The steward, lead engineer, (etc.), shall have the right to receive but not solicit complaints or grievances and to discuss and assist in their adjustment with the CONTRACTOR's appropriate supervisor. Each steward, lead engineer, (etc.), shall be entitled to act only with respect to the employees of their specific CONTRACTOR and, if applicable, subcontractors of that CONTRACTOR, but not with the employees of any other CONTRACTOR. The CONTRACTOR(s) shall not discriminate against the steward, lead engineer, (etc.), in the performance of their Union duties. The stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to Schedule A provisions providing procedures for the equitable distribution of overtime.

SECTION 3. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and subject to anything otherwise expressly provided in the CONTRACT DOCUMENTS, CONTRACTORS shall retain full and exclusive authority for the management of their project operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable project work rules; and the requirement, timing and number of employees to be utilized for overtime work.

No rules, customs, or practices, which limit or restrict productivity or efficiency of the Individual, and/or joint working efforts with other employees, as determined by the CONTRACTOR, shall be permitted or observed.

If a steward is protected against layoff or discharge by a Schedule A agreement, such provision shall be recognized to the extent the steward possesses the necessary qualifications to perform the work required. In any case in which a steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the CONTRACTOR.

ARTICLE VI - MANAGEMENT RIGHTS

SECTION 1. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the CONTRACTOR's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, or pre-finished materials, (except that all rebar for use in cast-in-place, on-site construction will be cut and bent in accordance with local industry practices) tools, or other labor-saving devices, provided that all permanent material and installation conform with the scope and quality described in the CONTRACT DOCUMENTS. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the CONTRACTOR.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES, NO LOCKOUT, NO PICKETING

There shall be no strike, stoppage, slowdown, picketing, walk-off, or other disruptive activity at the PROJECT for any reason by UNIONS or employees against any CONTRACTOR or employer while performing work at or in the proximity of the PROJECT. There shall be no other UNION or concerted or employee activity which disrupts or interferes with the operation of the PROJECT. There shall be no lockout at the PROJECT by any CONTRACTOR. CONTRACTOR(S) and UNIONS shall take all steps necessary to ensure compliance with this Section.

SECTION 2. EXPEDITED ARBITRATION

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

- a. A party invoking this procedure shall give notice in writing to an Arbitrator selected by the American Arbitration Association procedures or his designee who shall serve as an Arbitrator under this expedited arbitration procedure. In such event, the Arbitrator shall provide copies of the notice to the alleged violator, UNIONS and the COUNTY.
- b. In all cases where it is contended that a violation of Section 1 above, is ongoing and still exists, the Arbitrator shall promptly schedule and hold a hearing within 48 hours of the time of receipt of the notice (or as soon thereafter as is reasonably practicable).
- c. All notices pursuant to this Article shall be in writing and shall be served by hand or fax transmission and by overnight delivery, addressed to the Arbitrator, CONTRACTOR(s), COUNTY or UNIONS involved. The hearing

may be held on any day, including Saturdays or Sundays. However, nothing herein shall require or compel the scheduling of a hearing on other than a working day of COUNTY. The hearing shall be completed in one session, which shall not exceed 8 hours in duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. The failure of any UNION or CONTRACTOR to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

- d. The sole issue at the hearing shall be whether a violation of Section 1 above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award, restraining such violation, and serve copies on the CONTRACTOR(s) and UNIONS involved. The Award shall be issued in writing within 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 after receipt of a written demand for the same, but its issuance shall not delay compliance with, or enforcement of the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award Notice of the filing of such enforcement proceedings shall be given to the UNIONS or CONTRACTOR involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved UNIONS and CONTRACTOR waive their right to a hearing and agree that such proceedings may be ex-parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the CONTRACTOR(S) and UNIONS to whom they accrue.
- g. Any fees and expenses of an Arbitrator shall be equally divided between the involved CONTRACTOR(s) and UNION(s).

SECTION 3. DISCHARGE FOR VIOLATION

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

SECTION 4. ARBITRATION OF DISCHARGES FOR VIOLATION

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

If a CONTRACTOR contends that any UNION has violated this Article, it will notify the appropriate district or area COUNCIL of the Local Union involved advising of such fact, with copies of the notification to the Local Union. The District or area COUNCIL shall instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article: A district or area COUNCIL or the Building Construction

Trade Department complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

ARTICLE VIII - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

A Project Labor Management Committee shall be established and shall consist of representatives of the UNIONS, the CONTRACTOR(S), subcontractor by request and COUNTY. The committee will meet on a regular basis to: (1) promote harmonious relations among the CONTRACTOR(S) 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; review Affirmative Action and equal employment matters pertaining to the PROJECT; monitor and ensure timely completion; (7) assist in ensuring that a high degree of skill and quality of workmanship is attained in the performance of the PROJECT; and (8) to address, In advance, any potential work assignment issues; {9) voluntary participation in the Hudson Valley Building and Construction Trade Labor Management Alliance.

SECTION 2. COMPOSITION

The Committee may be jointly chaired by designees of the President of the UNIONS and COUNTY. The UNIONS and CONTRACTOR(S) may be requested by the Committee to designate representatives to assist in discussion of any issues being addressed at any meeting. The Committee may mutually agree to the establishment of other procedures to assist in the performance of any of its duties.

SECTION 3. PRE-JOB CONFERENCE

So that the start and continuation of work may progress without interruption, the Committee shall conduct pre-job conferences before work covered by this Agreement commences. Each Contractor or subcontractor of any tier shall conduct a pre-job conference with the Committee prior to commencing work. The purpose of the Pre-job conference shall be for the committee to review 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 related to 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.

In conjunction with the pre-job conference, each Contractor shall complete the attached Pre-Job Questionnaire form (Schedule B) identifying all Subcontractors and indicating what trades will be used to perform the Project work (proposed trade assignment). This form shall be submitted to the Committee at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to 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 objections to the trade assignment. Unresolved Trade Assignments shall be resolved in accordance with Article X.

ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

STEP 1:

- a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union Business representative of job steward, give written notice of the claimed violation to the work site representative of the involved CONTRACTOR. To be timely, such notice of the grievance must be given within 10 calendar days after the alleged act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the Involved CONTRACTOR shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved CONTRACTOR with written copies of the grievance, setting forth a description of the claimed violation, the date on which the grievance occurred and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except to the specific Local Union, employee and CONTRACTOR directly involved, unless the settlement is accepted in writing by COUNTY as creating a precedent.
- b) Should any signatory to this Agreement have a dispute (except jurisdictional disputes or alleged violations of Article VII, Section 1) with any other signatory to this Agreement and if, after conferring, a settlement is not reached within 14 calendar days, the dispute shall proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

STEP 2:

The Business Manager or designee of the involved Local Union with representatives of the UNIONS and the involved CONTRACTOR shall meet in Step 2 within 14 calendar days of service 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 the other participants) to the COUNTY (County of Ulster representative designated when so needed). The COUNTY or its designee shall act as Arbitrator. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 shall be parties. The decision of the Arbitration shall be final and binding on the CONTRACTOR(S) and UNIONS and employees involved. Any fees and expenses of the Arbitrator designated Director (other than the COUNTY or any COUNTY employee), shall be equally divided between the Involved CONTRACTOR(S) and the UNIONS.
- b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null, void and thereby waived. These

time limits may be extended only by written consent of the involved CONTRACTOR(s) and Involved UNIONS at the particular step where the extension is agreed upon. In the event a step involves the Arbitrator, then the written consent of the Arbitrator shall be required. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have authority to change, add to, delete or modify any provision of this Agreement or the CONTRACT DOCUMENTS.

ARTICLE X JURISDICTIONAL DISPUTES

SECTION 1.NO DISRUPTIONS

There will be no strike, sympathy strike, work stoppage, slowdown, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue and as assigned by the CONTRACTOR. No jurisdictional dispute shall excuse a violation of Article VII. Any employee who participates in a strike, work stoppage, slowdown, picketing or other disruptive activity of any kind arising out of a jurisdictional dispute or work assignment shall be immediately discharged.

SECTION 2. PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

- a) The "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry" {The "Plan"}, a copy of which is on file and attached with this agreement as Appendix 8, shall be used.
- b) Any Local Union having a jurisdictional dispute with respect to PROJECT work assigned to another Union shall submit the dispute in writing, within 72 hours, to the Administrator of the Plan for Settlement of Jurisdictional Disputes, pursuant to the procedures in the Plan for resolving such disputes and shall send a copy of the letter to the other Local Union involved, the CONTRACTOR involved, the UNIONS, and the COUNTY's Construction Manager.
- c) Within {7} calendar days of receipt of the dispute letter, there shall be a meeting of the CONTRACTOR involved, the Local Unions involved and the designees of the UNIONS for the purpose of resolving the jurisdictional dispute.
- d) If the dispute remains unresolved after this meeting, the parties shall proceed to final and binding arbitration in accordance with the principles and procedures established by the PLAN.
- e) The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the PLAN or any successor PLAN.

SECTION 3. AWARD

- a) Any jurisdictional award pursuant to this Section 3 shall be final and binding on the disputing Local Unions and the involved CONTRACTOR on this PROJECT only and may be enforced in any court of competent jurisdiction.
- b) Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement.
- c) In all disputes under this Article, the involved CONTRACTOR(S) shall be considered parties in interest and shall be sent contemporaneous copies of all notifications required under these articles, and, at their option, may participate as a full party in any proceeding initiated under this article.
- d) No award or work shall be made to a union not party to this agreement.

SECTION 4. NO INTERFERENCE WITH WORK

- a) There shall be no interference or interruption of any kind with the work of the PROJECT while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the CONTRACTOR until finally resolved under the applicable procedure of this Article.
- b) The award shall be confirmed in writing to the involved parties.
- c) There shall be no strike, work stoppage or interruption in PROJECT of any such award.

SECTION 5. LIMITATIONS

Either the UNIONS or the Arbitrator convened for the purpose of resolving disputes 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 union employees to non-union employees. This does not prohibit the establishment, with the agreement of the involved CONTRACTOR, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. SPECIALTY AGREEMENT

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

ARTICLE XI - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the wage rates applicable for those classifications as required by the Schedule A applicable to the work. If wage rates in Schedule A are greater than the prevailing wage rate Section 220 of New York State Labor Law (NYS 220 or Section 220) posted for the project, NYS 220 rates shall apply.

SECTION 2. EMPLOYEE BENEFITS

- a) Unless expressly provided differently in this Agreement, CONTRACTOR(S) 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 CONTRACTOR(S) agree that such payment 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. CONTRACTOR(S) not otherwise contractually bound to do so shall not be required to contribute to non-Section 220 benefits, trusts or plans; however, unless this

agreement expressly provides otherwise, 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) CONTRACTOR(S) who contribute to jointly trustee funds under this Section agree to be bound by the written terms of the legally-established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this PROJECT and only for those employees for whom this Agreement required 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.
- c) Each CONTRACTOR shall be responsible for and guarantee the payment of union dues and all required fringe benefits on the PROJECT. The UNIONS shall notify the Prime Contractor and COUNTY whenever a CONTRACTOR or SUBCONTRACTOR, including the Prime Contractor, fails to make a required benefit payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be made by email. If written notice of such a delinquency is received by the General Contractor, the Prime Contractor shall notify COUNTY immediately, but in any case, within 5 working days from notice. If COUNTY receives notice of a delinquency by the Prime 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 Prime Contractor shall have no other obligation with respect to contributions owed by any CONTRACTOR (or its Subcontractor) except as per Schedule A Agreements; but the Prime Contractor shall continue to be obligated with respect to contributions based on work done by the Prime Contractor. If notice of a delinquency is not received by the COUNTY within the required time periods, COUNTY shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due unless allowable by law or statute.
- d) Notwithstanding Section 11.2: CONTRACTORS who designate employees pursuant to Article 4, Section 2 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 employee's wages.
- e) 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.
- f) The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentices 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 UNIONS, any CONTRACTOR providing

coverage under this provision will provide the UNIONS with documentation of benefit payments made to individual employees during the term of their employments on the PROJECT.

- g) CONTRACTORS who exercise the option under Section 11.2 of this Article to pay into their own private benefit plans rather than the applicable jointly trustee funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trustee funds designated in Schedule A against any and all benefit/supplement claims by its employees.
- h) CONTRACTORS shall be required to pay into other funds which are not a direct benefit to employee (such as, but not limited to SUF, Labor Management or promotion, market etc.) if fund is applicable under NYS 220..

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

SECTION 1. WORK WEEK AND WORK DAY

- a) The regular work week shall consist of 40 hours at straight time rates, Monday through Friday. The standard work day shall consist of 8 hours with a project start time uniformly set by the COUNTY or its authorized representative for all CONTRACTOR(S) First Shift between 6:00 a.m. and 9:00 a.m., with one half hour unpaid lunch period to commence no earlier than 11:30 a.m. and no later than 2:00 p.m. Lunch shall be taken at the worksite locatin due to the remote nature of the project work. If operational considerations warrant, upon one (1) week's advance notice, the work day may be further changed by agreement between the UNIONS and COUNTY or its authorized representative and such agreement shall not *be* unreasonably withheld. Starting and quitting times shall occur at a location on-site such as the CONTRACTOR's job site office or trailer or other location as designated by the CONTRACTOR. The CONTRCTOR shall transport employees from the CONTRACTOR's designated assembly location to the actual worksite. The CONTRACTOR will be allowed a 10-minute grace period at the end of a shift to return workers to the designated assembly location from the work site.
- b) A four (4) day work week, Monday through Thursday; ten (10) hours per day at straight time plus (1/2) hour unpaid lunch may be established with a one week notice. Friday may be used as a make-up day to fulfill *the* 40 hour work week due to inclement weather or other factors.

SECTION 2. OVERTIME

- a) Overtime pay for hours outside of the regular work week and standard work day shall be paid at 1.5 times the hourly rate. There will be no restriction upon the CONTRACTOR's scheduling of overtime on the non-discriminatory designation of employees who shall perform such overtime work. There shall be no pyramiding of overtime pay under any circumstances. The CONTRACTOR shall have the right to schedule work so as to minimize overtime.
- b) Overtime benefits shall be paid at straight time.
- c) Work performed on Sundays shall be paid in accordance with the applicable Schedule A with the exception of the work defined within the Rolling Workweeks described below.

SECTION 3. SHIFTS

- a) Flexible Schedules: Scheduling of shift work shall remain flexible in order to meet PROJECT Schedules and existing PROJECT conditions. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, and must have prior approval of COUNTY, and must be scheduled with no less than five work days' notice to UNIONS. Scheduled shifts will be paid the lesser of: (1) a shift differential of 10%; or (2) the applicable shift differential percentage as per Schedule A less 5%. Notwithstanding the previous sentence, when NYS Labor Law 220 does not recognize or post shift differential of a particular union, then the NYS Labor Law 220 wage rate shall apply to that particular trade.
- b) Flexible Starting Times: Shift starting times shall be adjusted by the CONTRACTOR as necessary to fulfill PROJECT requirements, and in case of emergency, shall be subject to the notice requirements of the Schedule A Agreements.
- c) A CONTRACTOR shall schedule an unpaid period of not more than 1 / 2 hour duration at the work location between the 3rd and 4th hour of the schedule shift. A CONTRACTOR may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.
- d) Rolling Workweeks – In recognition of the unique nature and needs of this Project, the parties agree that during the time period required for the work in environmentally sensitive locations of the Boiceville Bridge Replacement and the Butternut Creek Bridge replacement a Contractor may opt to utilize a "rolling 40" schedule in which work can be performed on a continuous basis with multiple crews. This option may be utilized in conjunction with either a 5-8 schedule or a 4-10 schedule and/or first, second and/or third shifts. Under this rolling schedule, Saturdays (as a regular workday) and Sundays (as a regular workday) will be paid at time and one-half.

SECTION 4. HOLIDAYS

- a) Schedule: There shall be 7 recognized holidays on the PROJECT: New Year's Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day
- b) All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on a Saturday shall be observed on the Friday before the holiday; and holidays on Sunday shall be observed on the following Monday.
- c) There will be no benefits paid on holiday pay unless worked.
- d) Payment: Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.
- e) The General Contractor or COUNTY may elect to close the PROJECT down the Friday after Thanksgiving. This shall result in no cost to COUNTY or CONTRACTOR(S) on the project.

SECTION 5. REPORTING PAY

- a) Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a CONTRACTOR, for whatever reason, shall receive reporting pay as follows: two (2) hours show up, four (4) hours if work starts and actual hours worked

thereafter. Except as specifically set forth in this Article there shall be no requirement for the payment of premium bonuses, hazardous duty, high time, or other special payments of any kind. CONTRACTOR(S) at their discretion may pay such premiums to individuals on their payroll.

- b) When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the CONTRACTOR's invocation of Section 7 of this Article, below, they shall be paid only for the actual time worked.
- c) There shall be no pay for time not actually worked except as specifically set forth in this Article, except in the case of foreman, Shop Steward, Lead Engineer and Senior Teamster applicable under Scheduel A.

SECTION 6. PAYMENT OF WAGES

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(S) at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days' wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the CONTRACTOR(S), together with an itemization of deductions from gross wages.

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(S) shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

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

SECTION 8. INJURY/DISABILITY

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

SECTION 9. TIME KEEPING

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

SECTION 10. BREAK PERIODS

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

ARTICLE XIII - APPRENTICES

SECTION 1.

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, CONTRACTOR(S) will employ apprentices in their respective crafts to perform such work as is within their capabilities (and which is customarily performed by the craft in which they are indentured). CONTRACTOR(S) may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio of not less than 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 provided for a higher percentage.

SECTION 2. OFFICE OF LABOR RELATIONS

To assist the CONTRACTOR(S) in attaining a maximum effort on this PROJECT, the UNIONS agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and COUNTY to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this PROJECT. The UNIONS shall cooperate with CONTRACTOR requests for minority, women or economically disadvantaged referrals to meet this CONTRACTOR effort.

ARTICLE XIV - SAFETY PROTECTION OF PERSONS AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each CONTRACTOR shall ensure that applicable OSHA requirements are at all times maintained on the PROJECT. The UNIONS agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the CONTRACTOR(S) and COUNTY from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established jointly by the CONTRACTOR(S) , the UNIONS involved for this PROJECT. Such rules shall be published and posted in conspicuous places throughout the PROJECT.

SECTION 3. INSPECTIONS

The CONTRACTOR(S), and COUNTY, by and through its agents and/or employees, shall retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE XV - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORT

The CONTRACTOR(S) and UNIONS agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by

CONTRACTOR(S) and UNIONS and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this PROJECT.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XVI GENERAL TERMS

SECTION 1. PROJECT RULES

The CONTRACTOR shall jointly establish such reasonable PROJECT rules as are appropriate for the good order of the PROJECT. These rules shall be explained at the pre-construction conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of conduct shall not be a defense to an employee disciplined or discharged for such conduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

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

SECTION 5. FULL WORK DAY

Employees shall be at their designated staging area at the starting time established by the CONTRACTOR and shall be returned to their designated staging area by quitting time after performing their assigned functions under the supervision of the CONTRACTOR. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

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

SECTION 7. UNION CONTRACTORS

In order to avoid a competitive disadvantage against Union Contractors who are awarded work on the PROJECT that currently have agreements with Labor Unions (Union Contractors) shall be entitled to perform work under the terms of this Agreement without discrimination of this PROJECT and without adverse effect on other projects current or future. Interference with the Union Contractor's work on this PROJECT or on other projects current or future shall be a violation of this Agreement.

SECTION 8. SECURITY CLEARANCE AND BADGING

It is recognized that the work of this project is being conducted within a regulated New York City watershed and all employees working on this project will be required to obtain clearance and badging from the New York City Department of Environmental Protection prior to beginning work on the project. Costs associated with this requirement shall be the responsibility of the individual CONTRACTOR(s).

ARTICLE XVII SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for already bid and awarded or in construction where the CONTRACTOR voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE CONTRACT DOCUMENTS

In the event that the provisions of COUNTY'S CONTRACT DOCUMENTS or that a successful bidder is otherwise required to become a signatory, is found to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but the Agreement shall otherwise remain in full force and effect to the extent allowed by law, and shall remain in effect for contracts already bid and awarded or in construction where the CONTRACTOR voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect any court action taken and to determine the Intent of the parties.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither COUNTY nor any CONTRACTOR, nor any signatory UNION shall be liable, directly or indirectly, for any action taken, to comply with any court order, injunction or determination: PROJECT bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

ARTICLE XVIII - FUTURE CHANGES IN SCHEDULE A COLLECTIVE BARGAINING AGREEMENTS

SECTION 1. CHANGES TO AREA CONTRACTS

- a) Schedule A to this Agreement shall continue in full force and effect unless the Union parties to the Collective Bargaining Agreements which are the basis for Schedule A notify the CONTRACTOR and COUNTY in writing of the existence of changes in provisions of such agreements which are applicable to the PROJECT, and their effective dates.
- b) It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work on this PROJECT if such provisions are less favorable to this PROJECT than those uniformly required of CONTRACTOR(S) for construction work normally covered by those agreements, nor shall any provision be recognized or applied on this PROJECT if it may be construed to apply exclusively, or predominantly, to work covered by this Project Labor Agreement.
- c) Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedures set forth in Article IX of the Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The UNIONS agree that there will be no strike, work stoppage sympathy action, picketing, slowdown or other disruptive activity or other violations of Article VII affecting the PROJECT by UNIONS involved in the renegotiation of any Schedule A or other Local Collective Bargaining Agreements nor shall there be any lockouts on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE XIV - WORKERS' COMPENSATION ADR

The parties agree that the CONTRACTOR(s) may implement a Workers' Compensation Alternative Dispute Resolution program which is consistent with Section 25 (2-C) of the New York Workers' Compensation Law. The final terms of the program shall be determined by Ulster County, after consultation with the Union. If Ulster County is not satisfied with the cost savings to be generated by such a program, it may, in its discretion, decline to implement, or at any time after implementation decline to continue, that program.

ARTICLE XX HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES LABOR MANAGEMENT ALLIANCE

If not prohibited by law and there is 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.

ARTICLE XXI - HELMETS TO HARDHATS

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support networks, employment opportunities and other needs as identified by the parties.

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

In Witness Whereof the parties have Caused this Agreement to be executed And effective as of the _____ Day of _____, 2019.

For: The Prime Contractor

BY: _____

Title: _____

FOR THE BUILDING & CONSTRUCTION TRADES

HUDSON VALLEY BUILDING & CONSTRUCTION TRADES COUNCIL
HEAVY & HIGHWAY DIVISION

BY: R. Todd [Signature] president
(Name/Title)

FOR THE LOCAL UNIONS

INTERNATIONAL ASSOCIATION OF BRICKLAYERS & MASONS, LOCAL NO. 1

BY: David J. William Field Rep.
(Name/Title)

NORTHEAST REGIONAL COUNCIL OF CARPENTERS, LOCAL 279

BY: James M. [Signature]
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 363

BY: J. [Signature] Bu
(Name/Title)

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

BY: Michael E. Agdor Bus. mng.
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 17

BY: R. Todd [Signature] Bus. Man.
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 825

BY: Michael [Signature]
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS LOCAL NO. 445

BY: 

(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, GLAZERS, ARCHITECTURAL
METAL AND GLASS WORKERS DISTRICT COUNCIL NO. 9

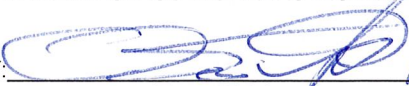
BY: 

(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS LOCAL NO. 445

BY: _____
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, GLAZERS, ARCHITECTURAL
METAL AND GLASS WORKERS DISTRICT COUNCIL NO.9

BY:  *Business Ref.*
(Name/Title)

SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS

- AGREEMENT between THE CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY (C.C.A), BUILDING CONTRACTORS ASSOCIATION (B.C.A.) AND THE MASON AND CONCRETE CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY (M.C.C.A.H.V.) and THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1 NEW YORK June 1, 2017 – May 31, 2020
- NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA SOUTHEAST REGION AGREEMENT LOCAL UNION 279 between THE ASSOCIATIONS and the NORTHEAST REGIONAL COUNCIL OF CARPENTERS July 1, 2016 – April 30, 2019
- INSIDE PRINCIPLE CONSTRUCTION AGREEMENT between LOCAL UNION 363 I.B.E.W. and HUDSON VALLEY CHAPTER N.E.C.A. April 1, 2018 – March 31, 2022
- 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 AFL-CIO July 1, 2015 – June 30, 2018
- HEAVY, HIGHWAY AND SITE AGREEMENT between LOCAL UNION NO. 17 LABORERS INTERNATIONAL UNION OF NORTH AMERICA and ASSOCIATED GENERAL CONTRACTORS OF AMERICA and CONSTRUCTION INDUSTRY COUNCIL May 1, 2017 – April 30, 2020
- AGREEMENT by and between INTERNATIONAL UNION OF OPERATING ENGINEERS AFFILIATED WITH AFL-CIO LOCAL UNION NO. 825, 825-A, 825-B, 825-C, 825-D, 825-R, 825-RH July 1, 2016 – June 30, 2019
- AGREEMENT between MASTER PAINTERS and DISTRICT COUNCIL NO. 9 May 1, 2014 – April 30, 2020
- AGREEMENT HEAVY & HIGHWAY TEAMSTERS UNION LOCAL 445, IBT, May 1, 2017 – April 30, 2022

SCHEDULE B – PRE-JOB QUESTIONNAIRE

**THE
ULSTER COUNTY ASHOKAN RAIL TRAIL PROJECT**

**PROPOSED TRADE ASSIGNMENTS
PRE-JOB CONFERENCE**

TO: Hudson Valley Building & Construction Trades Council

CLIENT: Ulster County

ADMINISTRATOR: _____

Fax: (XXX) XXX-XXXX

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: TBD _____

MEETING DATE: _____

RESPONSE DATE: _____

MEETING DATE: _____

**** PLEASE TYPE IN 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:

Trust Fund Billing 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>PEAK No.</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>Sheetmetal Workers</u>							
<u>Sprinkler Fitters</u>							
<u>Teamsters</u>							

6.OPERATIONAL INFORMATION

Shift Schedule _____ AM to _____ PM

Number of Shifts: _____

Pay Day: Thursday

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 and 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 10, Section 10.4.

Bricklayers:

Carpenters:

Electrical Workers:

Ironworkers:

Laborers:

Operating Engineers:

Painters:

Teamsters:

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. _____
12. _____

TOOLS-OF-THE-TRADE: (Part-time use -- to 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 Prime 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.

Name of Subcontractor:

Summary of Scope of Work:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

SCHEDULE C - SIDE LETTER OF AGREEMENT

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement ("PLA") covering the Ashokan Rail Trail Project (the "Project"), entered into on the ____ day of _____, 2018, to the same extent as if incorporated therein.

This provision shall not be used if the resulting participation totally excludes or completely prevents a building trades craft discipline from participating in Project Work.

Notwithstanding Article 4, Section 2 of the PLA, or any provision of the PLA, and to the full extent permitted by law, subcontractors who have been identified in the Contractor's approved Minority/Women/Service- Disabled Veteran- Owned Businesses Enterprise (M/W/SDVOBE) Utilization Plan may request up to 50% of the employees covered by this agreement through the special procedures of Section 2 (d) beginning with two (2) named referrals followed by a two (2) from the hiring hall, then one (1) hiring hall referral, then one (1) named referral. and so forth until the requirements for that trade are met.

For purposes of applying this exemption to individual Subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the Contractor's approved Minority/Women/Service Disabled Veteran Owned Business Utilization Plan.

Any disputes arising under this Side Letter of Agreement are subject to Article 9 (Grievance and Arbitration Procedure) of the PLA, or procedures of Article 7 where applicable.

Signed this ____ Day of _____ 2018

For the CONTRACTOR

BY: _____ Title: _____

For the Hudson Valley Building & Construction Trades Council:

BY: _____ Todd Diorio, President

By resolution _____, 2018 of the HVBCTC authorizing President to sign this side letter OF AGREEMENT - Schedule C, attached hereto, on behalf of the local unions signatory to the PLA.