

**PROJECT LABOR AGREEMENT
COVERING THE SYRACUSE CITY SCHOOL DISTRICT
DISTRICT-WIDE RECONSTRUCTION PROGRAM**

PHASE II

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PROJECT LABOR AGREEMENT
COVERING THE SYRACUSE CITY SCHOOL DISTRICT
DISTRICT-WIDE RECONSTRUCTION PROGRAM

ARTICLE 1 - PREAMBLE

WHEREAS, Syracuse Joint Schools Construction Board (“JSCB”), as owner of the Syracuse City School District District-Wide Reconstruction Program, desires to provide for the efficient, safe, quality, and timely completion of construction described herein relating to the revitalization/ reconstruction of a number of Syracuse City School District buildings in a manner designed to afford the lowest reasonable costs to the JSCB, and the public it represents, and to thereby promote the educational mission of the District, and the advancement of other permissible statutory objectives;

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

- (1) providing a mechanism for achieving the most cost efficient means of construction including direct labor cost savings;
- (2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace across the entire jobsite for the duration of the covered work;
- (3) standardizing the terms and conditions governing the employment of labor on covered work;
- (4) permitting wide flexibility in work scheduling and shift hours and times;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) furthering public policy objectives as to improved employment opportunities in the construction industry for residents, minorities, women and the economically disadvantaged;
- (7) ensuring a reliable source of skilled and experienced labor;

(8) expediting the construction process, enhancing the JSCB's ability to keep existing educational facilities functional, and otherwise minimizing educational and public inconveniences relating to that construction;

and, WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement;

and, WHEREAS, the Parties desire to maximize safety conditions relating to the covered work;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the JSCB for certain construction and renovation work to be performed as part of the Syracuse City School District District-Wide Reconstruction Program, Phase II, and the Central and Northern New York Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated local union members; and the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 - 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 "Union(s)"; where specific reference is made to "Local Unions," that phrase is sometimes used; the term "Contractor(s)" shall include all covered contractors, and their subcontractors of whatever tier (including any Prime Contractor), engaged in on-site construction work within the scope of this Agreement as defined in Article 3; Turner Construction ("Turner"), or any successor, is referred to as the "Program Manager"; the JSCB's Construction Manager(s), singularly and collectively, and any successors, are referred to as "Construction Manager" or "CM"; the Prime Contractors to be awarded work as part of the Program are referred to as "Prime Contractors" or "PC"; the City of Syracuse is referred to as the "City"; the Syracuse City School District is referred to as the "District"; the Joint Schools Construction Board is referred to as the "JSCB"; the Central and Northern New York Building and Construction Trades Council, AFL-CIO is referred to as the "Central and Northern New York Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Program" and/or "Program Work"

Wherever in this Agreement the Program Manager and/or CM are authorized or permitted to take any action, that action may be taken by either the Program Manager/CM or

their designees. Wherever in this Agreement the JSCB is authorized or permitted to take any action, that action may be taken by the JSCB or its designee, including the Program Manager.

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 approved by the Building and Construction Trades Department, AFL-CIO and signed by the Central and Northern New York Building and Construction Trades Council and the Local Unions having jurisdiction over the Program Work; and (2) the Agreement is approved and signed by the JSCB.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, and their affiliates and all Contractors performing on-site Program 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 bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. Covered Contractors shall execute the assent form attached to this Agreement as Appendix 1. This Agreement shall be administered on behalf of the JSCB by the Program Manager.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with provisions of the local Collective Bargaining Agreements listed in the appendix hereto as Schedule A, represents the complete understanding of all parties and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Program Work, in whole or in part, except that in the event a Contractor is signatory to the NTL Article 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 notwithstanding the foregoing National Agreements, Articles 7, 9 and 10 of this Agreement shall still apply). Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a provision in Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign or deemed to be party to any other labor agreement (including the local Collective Bargaining Agreements comprising Schedule A) as a result of signing this Agreement or as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on Program Work unless endorsed in writing by the Program Manager.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Program Manager and/or CM shall not be liable for any violations of this Agreement by any Contractor nor shall any Contractor be liable for any violations of this Agreement by any other Contractor; and the Central and Northern New York Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE JSCB

The JSCB shall require in its bid specifications for any all Program Work within the scope of Article 3 that any PC, and its subcontractors of whatever tier, become bound by this Agreement. Neither the JSCB, the Program Manager nor the CM shall be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the discretion the JSCB otherwise has in determining which PC shall be awarded the contract for Program Work (or which subcontractors of whatever tier can be awarded contracts by the PC for Program Work). It is further understood that the JSCB has sole discretion at any time to terminate, delay or suspend, in whole or part, Program Work, or to undertake any of the work itself, without regard to this Agreement.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Program Work (and its subcontractors) who becomes bound thereto, without regard to whether that successful bidder (or its subcontractors) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or its subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is not Program Work, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Program Work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1. PROGRAM WORK

This Agreement shall only apply to that on-site work expressly designated by the JSCB in its bid specifications as Phase II work performed pursuant to the City of Syracuse and the Board of Education of the City School District of the City of Syracuse Cooperative School Reconstruction Act ("Act") (herein referenced as "Program Work"). Covered Program Work

will be designated in bid specifications as "Phase II District-Wide Reconstruction Work." The parties understand that the unique nature of this work precludes a fixed definition of the scope of construction at this time, and that scope may be subject to change as this work progresses, as circumstances change, or in the event of a modification in the Act. Without restricting the JSCB's right to designate, or not designate, work as Phase II District-Wide Reconstruction Work, the parties understand that generally included within covered Program Work will be work funded by the Act and performed on-site (the site of each component will be as defined by the limits of work contained in the bid specifications for that component) at the following locations:

Phase II

- Bellevue Elementary School
- Blodgett School
- Clary Middle School
- Corcoran High School
- Danforth Middle School
- ED Smith K-8 School
- Expeditionary Learning Middle School
- Fowler High School
- Frazer K-8 School
- Grant Middle School
- Henninger High School
- Huntington K-8 School
- Nottingham High School
- Shea Middle School

To the extent there is any conflict between the above general description and the JSCB's express designation of work (or the absence of any designation) in its bid specifications as "Phase II District-Wide Reconstruction Work," the JSCB's express designation (or absence of designation) shall be controlling and determinative of whether work is Program Work within the scope of this Agreement. Work not receiving the JSCB's designation as Phase II District-Wide Reconstruction Work in its bid specifications is not covered Program Work under this Agreement.

Specifically excluded from coverage under this Agreement is all work relating to bids solicited prior to the execution of this Agreement by the parties and/or approval of it by the JSCB; maintenance and repair work performed in the normal course of District operations; any work to be completed by the JSCB or District or any of its operating contractors; off-site work of any kind; and any work performed or contracts let which are supported by federal funding or financial assistance and which require special federal approval.

Additional phases (III-IV) of work funded by future legislation might occur. These additional phases do not fall within the scope of Program Work and this Agreement shall not

apply to those subsequent phases unless, and to the extent, mutually approved by the JSCB and the Central and Northern New York Council, in a writing signed by each of them at which time the definition of Program Work will be modified by the parties to reflect that mutual agreement.

SECTION 2. TIME LIMITATIONS

This Agreement shall be limited to Program Work performed under JSCB construction contracts which are both bid and awarded after the effective date of this Agreement.

SECTION 3. EXCLUDED EMPLOYEES

The following entities and persons are not subject to the provisions of this Agreement, even though performing work on or in connection with the Program:

- 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, technicians, non-manual employees, and all professional, engineering, administrative and management persons;
- b. The JSCB, City, District or any State agency, authority or entity, or any municipality or other public employer (and any of their employees), any operations contractor (or its employees), or any successor to it, employed by the City, JSCB or District;
- c. Entities (and their employees) engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of Program components, materials, equipment or machinery or involved in deliveries to and from the site of Program Work (including at the time of initial delivery the delivery to or from points designated by the Program Manager within the site); dedicated off-site work to which § 220 of New York's Labor Law applies is not excluded from coverage;
- d. Employees of the Program Manager and CMs and trainees of the Prime Contractor (as provided for in Article 4, Section 2C);
- e. Furniture, fixtures (for this purpose, non-permanently affixed items) and/or equipment suppliers (and their employees) performing or assisting in on-site furniture, fixture, or equipment installation and/or on-site warranty work;
- f. Entities (and their employees) engaged in geophysical testing;

- g. Entities (and their employees) engaged in laboratory, specialty testing, inspections, or surveying pursuant to a professional services agreement between the City, JSCB or District, the Program Manager, CM or any of the City's, JSCB's or District's other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the City, JSCB or District, the Program Manager, CM or any of the City's, JSCB's or District's other professional consultants, are covered by this Agreement);
- h. Third parties (and their employees) engaged in ancillary Program Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads;
- i. District contractors (and their employees) engaged in telephone, cable and fiber distribution.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Program Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the JSCB, District, City, the Program Manager, CM and/or any Contractor. The Agreement shall not apply to the JSCB (except for Article 2, Section 6), the Program Manager, CM, the District, City or any state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the JSCB, District, City or their operations contractors and/or employees or any county or state authority, agency or entity and its employees from performing on or off-site work related to the Program. As the contracts which comprise Program Work are completed and accepted by the JSCB, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Program Manager for explicit performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Program Work within the scope of this Agreement as defined in Article 3. With respect to craft employees performing work which falls within the jurisdiction of a non-signatory union, the Council shall be the sole and exclusive bargaining representative for those employees (and throughout this Agreement references to "Local Union" shall include the Council acting in that capacity).

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire craft employees for Program Work covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (listed in Schedule A to this Agreement). Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall contact the job referral system or hiring hall of the signatory Local Union whose wage and benefit rate has been determined by the New York State Department of Labor as applying to the work to be performed. The Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. 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 the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from any other available source, beginning first with qualified candidates from any JSCB approved training programs or other JSCB designated source. (Contractors must have the approval of the Independent Compliance Officer before hiring from any non-JSCB approved/designated 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 Project craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local must honor, referral of persons who have applied to the Local for Program Work and who meet the following qualifications:

- (1) possess any license required by NYS law for the Program Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;

- (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.

No more than 25 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons may be included in this 25 percent. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals will furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above. The Independent Compliance Officer must be advised by the Contractor in advance of any employee used through these special procedures.

It is understood that the first three employees per Contractor by craft shall be obtained through the Local Unions' job referral system and hiring halls; the 4th employee may be requested under the special provisions set forth above; and so on.

Notwithstanding the foregoing, a Contractor (including a subcontractor of any tier) who employs craft labor to perform work which falls within the craft jurisdiction of a non-signatory Union may obtain its workforce from any qualified source, including completely from its pre-existing workforce. Where appropriate, and as required by the Independent Compliance Officer, that Contractor will consider participants JSCB approved sources.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

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

SECTION 4. MINORITY/ FEMALE/LOCAL REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority and/or female applicants in percentages approximating Program goals as set forth in the JSCB's Development and Diversification Plan for Workforce and Business ("Diversification Plan") (10% minority, 10% female), which goals are subject to change by the JSCB, a Contractor may employ qualified minority and/or female applicants from any other available source, beginning first with qualified candidates from any JSCB approved training programs or other JSCB designated source. (Before relying on this provision to bypass any hiring/referral hall requirements that would otherwise apply, the Independent Compliance Officer must determine that doing so is necessary for the Contractor to meet its goals. The Independent Compliance Officer also must approve hires from any non-JSCB approved/designated source.) The Independent Compliance Officer will review statistics monthly to determine whether this provision should be invoked. A copy of the Diversification Plan is included herein as Appendix 2, and is subject to modification from time to time by the JSCB.

To assist in meeting the goals of the Diversification Plan, the Local Unions affirm their commitment to the Diversification Plan as well as their commitment to work towards meeting State and Federal minority and women enrollment goals for apprentices and journeyman levels.

In order to continue to meet the foregoing goals of the Diversification Plan, a Contractor should also consider those goals in the course of making decisions regarding layoff order, subject to the need to maintain a qualified workforce.

For the purpose of tracking, each General Contractor will provide for themselves and all of their subcontractors a monthly report to the Independent Compliance Officer of total hours by craft worked and of minority/women (and City Resident) hours worked by Craft. The report shall be submitted on a form to be provided by the JSCB no later than the 15th of each month.

In addition, before commencement of Program Work, each Union will provide the Independent Compliance Officer with access to information regarding all members eligible for referral (with race, gender and local residency status, apprenticeship/journeyman classification, and availability for referral) with respect to those members residing in Onondaga, Oswego, Madison, Cayuga, Oneida, and Cortland Counties and will continue to allow that access quarterly if requested by the Independent Compliance Officer. Each Union shall also thereafter provide the Independent Compliance Officer with access to information regarding members available for work monthly, for Contractor compliance purposes.

SECTION 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 will exert their utmost

efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. 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 on-site Program Work and only to the extent of tendering payment of the applicable 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 Program Work. No employee shall be discriminated against 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.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor. All forepersons shall take orders exclusively from the designated Contractor representatives. All forepersons shall be designated as working forepersons at the request of the Contractor.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate in writing (copy to Contractor involved and Program Manager) one representative affiliated with the Union and the Business Manager/Agent, who shall be afforded reasonable access to Program Work.

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate one working journeyman as a Steward and one alternate for each Contractor, and shall notify the Contractor and Program Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the

employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

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

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, 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 6 - MANAGEMENT'S RIGHTS

SECTION 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 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 (as determined by the Contractor, CM or Program Manager) and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' 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. Except as provided in Article 3, Section 3, 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. There shall be no restrictions as to work which is performed off-site except as may be imposed by law.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations or other disruptive activity at or in proximity to any site where Program Work is performed for any reason by any Union or employee against the Program Manager, CM or any Contractor or employer while performing work at that site. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of any JSCB, Program Manager, CM, District or City facility or function related to Program Work. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to any site where Program Work is performed is a violation of this Article. There shall be no lockout in connection with Program Work by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction, the free flow of traffic in, out and around Program Work sites, and unimpeded operation of the JSCB, Program Manager, CM, District and City facilities and functions for the duration of this Agreement.

SECTION 2. 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 working days.

SECTION 3. NOTIFICATION

If the Program Manager, CM or a Contractor contends that any Union has violated this Article, it will notify the Central and Northern New York Council, with copies of the notification to the Local Union, the Department and the NYS Council. The Central and Northern New York Council, and the Department, and the NYS Council shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. If the Central and Northern New York Council, the NYS Council and the Department comply with these obligations, they shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- a. A party invoking this procedure shall notify Robert Rabin, Jeffery Selchick, Thomas Rinaldo or Howard Foster 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 48 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International affiliate, the Department, the Syracuse Council, the Program Manager, CM, and PC.
- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, the Program Manager, and the CM, PC, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice required by Section 3, above.
- c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Program Manager, CM, PC, Contractor and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union and 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 Union 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 Contractors and Unions to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management 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, equal employment opportunity and Local Resident hiring matters pertaining to the Program Work. With respect to item 5, the Contractors and Unions specifically agree to cooperate and work with the Program Manager in designing and staffing community outreach programs designed to allow the Contractors to meet the requirements of the Diversification Plan and to allow the Unions to meet the goals of Article 4, Section 4. The Independent Compliance Officer will be invited to attend that portion of Labor Management Committee meetings which relate to item 5.

SECTION 2. COMPOSITION

The Committee shall be comprised of three designees of the Central and Northern New York Council and the Program Manager, CM, the PC (or designee in each case), and representatives of the Local Unions and Contractors involved in the issues being discussed. The

Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1.

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

SECTION 2.

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

SECTION 3.

Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Program Manager and/or Construction Manager shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the PC) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working

days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

SECTION 4.

(a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The parties will use, on a rotating basis, Robert Rabin, Jeffery Selchick and Thomas Rinaldo. If for any reasons none of the foregoing are available, the Program Manager and Council shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne by the non-prevailing party (as designated by the Arbitrator).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Program Manager, CM, PC and JSCB shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

SECTION 5. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind prior to the date of service of the grievance under Step 1 or 28 days prior to the date of service of the written grievance on the Program Manager and the involved Contractor or Local Union under Step 2, whichever period is shorter.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

In conjunction with the pre-job conference, each Prime Contractor or subcontractor of any tier shall fill out the attached Proposed Trade Assignments form (Appendix 3) to identify all subcontractors and indicating what trades will be used to perform the Project Work. This form shall be submitted to the Central and Northern New York Council 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 Prime Contractor or subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Prime Contractor or subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment. It is the expectation that the Proposed Trade Assignments form will be submitted at least three days ahead of the pre-job conference and any objections will be raised at that conference. If the Proposed Trade Assignment form is not submitted before the pre-job conference and/or the involved Local Union is not able to attend the conference, the Local Union will make known to the Prime Contractor and the Central and Northern New York Council any

objection as soon as possible, but not later than three days after receiving the form, so as not to delay the start of the work. 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 Prime Contractor or subcontractor with a copy to all affected Local Unions and the Program Manager. The Prime Contractor or subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Central and Northern New York Council, and all affected Local Unions, the Program Manager, and CM a "Final Trade Assignment": letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made. Any unresolved disputes concerning trade assignments shall be handled in accordance with Sections 1, 2 and 3 of this Article in accordance with the present Plan established by the Building and Construction Trades Department.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to the provisions of this Agreement, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for those classifications as required by the applicable New York State Labor Law Section 220 ("Section 220") prevailing wage determination. Recognizing, however, that special conditions may exist or occur with respect to Program Work, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may differ from Schedules A and/or the prevailing wage. Parties to such agreements shall be the Program Manager, CM, the Contractor involved, the involved Local Unions and the Council.

SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS

A. Except as may be modified by this Agreement (to the extent permitted by law), the 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 below and in 2B, 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 amounts are required by Section 220 and payment to a Schedule A fund satisfies that 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 shall not be required to contribute to non-Section 220 benefits, trusts or plans or beyond Section 220 required amounts. To the extent a Schedule A contribution is less than the Section 220 amount, the difference between the Section 220 amount required to be paid and covered Schedule A benefit fund

contributions shall be paid to the employee in cash. Under no circumstances is a Contractor required to pay benefits in an amount in excess of Section 220's requirements.

B. Notwithstanding Section 2A, Contractors who designate employees pursuant to Article 4, Sections 2 B (including the Side Letter on referrals) and/or 4, and who maintain bona fide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their separate, applicable private benefit plans (to the extent consistent with Section 220) or by electing to pay into the applicable jointly trustee funds designated on Schedule A on their behalf, at the Contractor's option. Thus, a Contractor who maintains only a bona fide private pension plan may satisfy its pension benefit obligation by contributions to that private pension plan. However, the Contractor would be required to pay into the remaining applicable jointly trustee funds designated in Schedule A (Health, JATC fund, etc.) to the extent comprising a Section 220 recognized supplement, on behalf of its Article 4, Section 2B designated employees. Similarly, an employer that maintains a bona fide private pension plan and a bona fide health plan may satisfy its pension and health obligations by contributions to those private plans but that contractor would be required to pay into the remaining applicable funds in Schedule A (JATC fund, Annuity Fund, etc.) The Central and Northern New York Council will provide and maintain an up to date listing of the Funds and the contribution amounts for each fund which comprise the Section 220 required supplements. The total benefit payments to be made by a Contractor on behalf of those employees must equal the total Section 220 supplement amount and any shortfall, both in the aggregate and by individual Fund must be paid by cash supplement to the employee. This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process (or is otherwise hired by the Contractor) provided such employee is currently employed by the Contractor and is a participant in a bona fide private benefit plan maintained by the Contractor and which satisfies the requirements of Section 220.

C. Contractors 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 Program Work and only for those employees to whom this Agreement requires such benefit payments. Any available collection efforts made by the jointly trustee Funds to whom contributions are required to be made are not restricted or limited by the grievance and arbitration provisions of this Agreement.

D. Each Prime Contractor shall be required to maintain a separate fringe benefit bond to cover all fund contribution obligations for itself and its subcontractors.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

(1) Five-Day Work Week: Monday - Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

(2) Four-Day Work Week: Monday – Thursday, and/or Tuesday – Friday, 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.

The parties understand that special scheduling needs, as determined by the Program Manager, may require Saturday and/or Sunday staffing with at least 48 hours advance notice to the affected Local Union.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. Starting and quitting times shall occur at the site as designated by the Contractor.

C. Scheduling - The Contractor shall have the option of scheduling either a five-day or four-day work week and work day hours consistent with Program Work requirements and scheduling, and minimization of inconvenience to the public and District operations. When conditions beyond the control of the Contractor, such as weather, power failure, fire or natural disaster, prevent the performance of Program Work on a regularly scheduled work day, the Contractor may schedule Friday, Saturday or Sunday (with Sunday available only if Friday and Saturday are not available as make-up days) (where on 4, 10's), or Saturday or Sunday (with Sunday available only if Saturday is not available as a make-up day) (where on 5, 8's), during that calendar week in which a workday was lost, at straight time pay (except that Sundays will be paid at two times the regular rate or pursuant to Schedule A, whichever is less), providing the employees involved have not otherwise worked more than 40 hours during that work week. In the event the employees involved have worked more than 40 hours during that work week they will receive time and one-half pay for the hours in excess of 40. Sunday make-up days will be voluntary on an individual employee basis so long as the referral system or hiring hall are able to refer sufficient numbers of qualified employees to meet staffing needs.

D. Flexible Schedules – In recognition of the unique nature and needs of the Program Work, the parties agree that in an otherwise in-service building the Program Manager and/or CM may authorize a Contractor to utilize flexible scheduling in which work can be performed utilizing 12 hour night schedules (shifts beginning at or after 4:00 p.m.). This option may be utilized in conjunction with either 5-8 or 4-10 schedules or by itself. Under this schedule, a 3 x12 hour shift can be worked nights with a night differential of the lesser of 10% of the straight

time rate or the differential provided in Schedule A. The first 10 hours of the shift will be paid at straight time (including on Saturday), plus the night differential if applicable, and the last two hours will be paid at time and one half, with the night shift differential of the lesser of 10% of the straight time rate or the differential provided in Schedule A then added, if applicable. No other premiums shall apply.

During school vacation periods (e.g., summer, breaks, etc. when schools are unoccupied or use is reduced) two shifts of 3 x 12 can be used each day (for 24 hour coverage), with a differential of the lesser of 10% of the straight time rate or the differential provided in Schedule A applicable to the night shifts only. (As above, the first 10 hours will be paid at straight time, with time and one half for hours in excess of 10; Saturday as a regular work day will be paid at straight time and a differential of the lesser of 10% of the straight time rate or the differential provided in Schedule A will be paid as a night shift differential where applicable). Prior to utilizing this schedule, the Program Manager will discuss this scheduling with the Council. Alternatively, during these vacation periods, 6-10 hour shift schedules (Monday through Saturday) can be used, with the first 4-10 hour shifts at straight time and the next 2-10 hour shifts at time and one half.

E. Notice - Contractors shall provide not less than 5 working days prior notice to the Local Union involved (except when the Program Manager determines that an unforeseen event warrants shorter notice) as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME/PREMIUM PAY

Unless provided differently in this Agreement, overtime and/or premium pay for hours outside of the standard work week and work day, described in Section 1 above, shall be paid in accordance with the applicable Schedule A, except that overtime/premium pay shall not exceed 1½ times the base rate for any hours worked Monday through Saturday. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 4 below.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Program schedules and existing conditions including the minimization of interference with District operations, its educational mission and public inconvenience. It is not necessary to work a day shift in order to schedule a second or third shift. Shifts must have prior approval of the Program Manager, and must be scheduled with not less than five work days' notice to the Local Union.

B. Second/or Third Shifts - The second shift (starting between 4:30 p.m. and 7:30 p.m.) and the third shift (starting after 7:30 p.m.) shall be paid the lesser of a shift differential of 5% (second shift) or 10% (third shift) or the differential provided in Schedule A (whichever is less), with no reduction in hours worked. Where a schedule consists of work on more than one shift during the workweek, the applicable shift differential will only apply to the actual hours of shift work.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.

D. Ten Hour Shifts - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time except that based upon starting times, the second or third shift differentials set forth in paragraph B above shall apply to the work performed.

When working a scheduled six day work week (per Section 1 D, above), the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate (exclusive of an unpaid 1/2 hour meal period and regardless of the starting time) except that hours in excess of 40 in a work week shall 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	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

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 Saturday shall be observed on the preceding Friday and those which occur on Sunday shall be observed on the following Monday.

B. 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.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized or observed.

SECTION 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, in lieu of reporting or similar pay provided in Schedule A, the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both. The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

B. When an employee who has completed their scheduled shift and 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 with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate, unless overtime rates otherwise apply.

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

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty (unless required under Section 220), high time or other special payments of any kind.

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

SECTION 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 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days' wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages and the prevailing rate of wage for the employee's particular job classification, as required by Section 220 of the New York State Labor Law.

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 lay off or discharge.

SECTION 7. 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 Program Work. In such instances, employees will be paid for 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 provided there is still Program Work available 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. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. 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 13 - APPRENTICES

SECTION 1. 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, Local Resident, and other economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed 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, in which case that will apply. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The Local Unions shall maintain sufficient apprenticeship slots to meet Program Work needs.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort in connection with Program Work, 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 which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year minority or women apprentices and/or Local Residents. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged, and Local Resident referrals to meet this Contractor effort.

ARTICLE 14 - SUBCONTRACTING

No Contractor or subcontractor will subcontract any Covered Work except to a person, firm or corporation who is or agrees to become party to this Agreement. Any Contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all Covered Work under the terms of this Agreement. Covered Work may be contracted/subcontracted to any Contractor or subcontractor who is or agrees to become party to this Agreement.

ARTICLE 15 - DIVERSIFICATION PLAN

The Unions and Contractors agree that they will work cooperatively with the JSCB in support of its Diversification Plan (a copy is attached as Appendix ___) and the goals for MWBEs, individuals, and Local Residents, contained therein. This cooperation includes

working with JSCB-approved Training Programs in promoting opportunities in connection with the Union's apprenticeship programs and Program Work (as well as within the construction industry generally), including placing qualified referrals from JSCB approved training programs and other designated sources in apprenticeship and Program Work slots, consistent with the Unions' and Contractors' hiring and referral programs.

The Independent Compliance Officer shall be given time during any Union/Contractor pre-job conference to outline the requirements and expectations with respect to MWBE, individual and Local Resident goals under the Diversification Plan and expectations for how those goals will be met.

As part of the Independent Compliance Officer's role, it will perform site checks related to compliance with the Diversification Plan. The Unions and Contractors will fully cooperate with the Independent Compliance Officer in connection with those checks, as well as its other responsibilities.

ARTICLE 16 - HELMETS TO HARDHATS

SECTION 1.

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

SECTION 2.

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

ARTICLE 17 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and Project Safety Program requirements are at all times maintained 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 District from injury or harm. Failure to do so may be grounds for discipline, including discharge.

SECTION 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 and the Program Manager and/or CM. Such rules will be published and posted in conspicuous places throughout the work site.

SECTION 3. INSPECTIONS

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

ARTICLE 18 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, union or non-union status, 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 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 19 - GENERAL TERMS

SECTION 1. PROJECT RULES

The Program Manager, CM and/or the Contractors shall establish from time to time such reasonable work rules (which may include pre-hire and post-hire drug testing rules) as are appropriate for the good order of the Program Work. These rules will be explained at the pre-job conference (if then existing) and posted at the 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 misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over 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 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, parking, 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 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 20 - COOPERATION

To the extent permitted by law, the parties intend for the provisions of this Agreement to control in the event of a conflict between this Agreement and any provision of New York State Labor Law. Towards that end, the Program Manager, CM, Contractors 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.

ARTICLE 21 - 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. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts already bid and awarded and still in construction provided the Contractor then 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 BID SPECIFICATIONS

In the event that the JSCB's bid specification, or any other action taken by the JSCB, requiring that the successful PC bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, then such specification or other action, and with it Article 2, Section 6, shall be rendered, temporarily or permanently, null and void. In such event, this Agreement shall remain in full force and effect to the extent allowed by law for contracts already bid and awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the City, District, JSCB, Program Manager, CM, any Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order 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 retroactive action will be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification issued unless those

specifications have been enjoined or otherwise ruled unlawful, in which case the award, if any, shall be based on the specification as modified to meet any applicable court order.

SECTION 4. NON-WAIVER

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

ARTICLE 22 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. To the extent applicable to the Program Work, Schedule A to this Agreement shall continue in effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Program Manager in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Program Work, and their effective dates. Such changes, including changes in wage and benefit/supplement rates, shall only be effective to the extent consistent with this Agreement.

B. It is agreed that any provisions negotiated into Schedule A will not apply to work on this Project if such provisions are less favorable to Program Work than those uniformly required of contractors for construction work, other than Program Work, normally covered by those agreements; nor shall any provision be recognized or applied to Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this 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 Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

ARTICLE 23 - WORKERS' COMPENSATION ADR

The parties agree that the Program Manager 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 the Program Manager, after consultation with the Union. If the Program Manager 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.

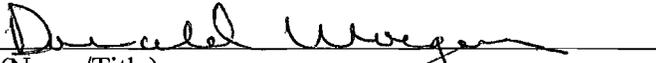
IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 3rd day of May, ~~2016~~
2017

JOINT SCHOOLS CONSTRUCTION BOARD

BY: _____

Hon. Stephanie A. Miner, Mayor (Chair)

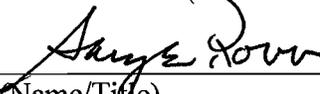
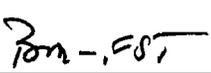
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
UNION LOCAL NO. 43

BY: 
(Name/Title)

DISTRICT COUNCIL NO. 4, GLAZIERS LOCAL NO. 677

BY: 
(Name/Title)

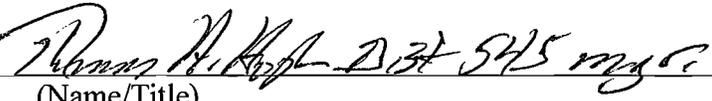
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL
AND ORNAMENTAL IRON WORKERS LOCAL NO. 60

BY:  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 633

BY: 
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 158

BY: 
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS
TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: 
(Name/Title)

DISTRICT COUNCIL NO. 4, PAINTERS LOCAL NO. 31

BY: 

(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
LOCAL NO. 267

BY: Wayne R. Janth - B.M.
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED
WORKERS LOCAL NO. 195

BY: Ronald Haney Business Manager
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL NO. 58

BY: Benjamin M. FST
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS LOCAL NO. 317

BY: John W. President
(Name/Title)

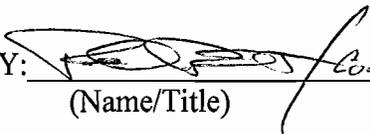
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
LOCAL NO. 62

BY: Kenneth R. Charles Bus Rep / An Sec
(Name/Title)

SPRINKLER FITTERS, LOCAL 669

BY: John / Business Agent
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY:  Council Representative
(Name/Title)

Schedule A
Local Agreements

Appendix 1
Letter of Assent

This is to certify that the undersigned Contractor has examined a copy of the Project Labor Agreement negotiated with the Central and Northern New York Building and Construction Trades Council, AFL-CIO and the signatory Unions for use on the Syracuse City School District District-Wide Reconstruction Program.

The undersigned Contractor agrees that if awarded work on this Project which is covered by the terms of the Project Labor Agreement, it will comply with all terms and conditions of that Project Labor Agreement and it is understood that by signing this Letter of Assent the undersigned Contractor, if awarded work on this Project which is covered by the Project Labor Agreement, is as bound by that Project Labor Agreement as if it had signed the Project Labor Agreement itself.

This Letter of Assent shall become effective and binding upon the undersigned Contractor and said Unions this ____ day of _____, 2017.

Name of Contractor:

By: _____

Title: _____

Date: _____

Appendix 2
Diversification Plan

Appendix 3

SCHEDULE — PRE-JOB QUESTIONNAIRE

**JSCB DISTRICT WIDE
RECONSTRUCTION PHASE II**

**PROPOSED TRADE ASSIGNMENTS
PRE-JOB CONFERENCE**

TO: Central and Northern New York Building and Construction Trades Council

CLIENT: Onondaga County

ADMINISTRATOR: The PLA 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
(XXX) XXX-XXXX Office
(XXX) XXX-XXXX Fax

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:

Minority/Women Participation: 20 Percent of Hours by Craft (See Diversification Plan)

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

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.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): _____

Electrical Workers (Outside Line): _____

Electrical Constructors: _____

Glaziers: _____

Insulators: _____

Ironworkers (Structural): _____

Ironworkers (Rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

Pile Drivers: _____

Asbestos Workers: _____

Pipefitters/Plumbers: _____

