APPENDIX VI
PROJECT LABOR AGREEMENT

The Authority has approved a Project Labor Agreement for the Project.

Below are the PLA and the collective bargaining agreements of all signatory unions.
PROJECT LABOR AGREEMENT

COVERING

THE TAPPAN ZEE HUDSON RIVER CROSSING PROJECT
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PROJECT LABOR AGREEMENT COVERING

THE TAPPAN ZEE HUDSON RIVER CROSSING PROJECT

ARTICLE 1 - PREAMBLE

WHEREAS, the New York State Thruway Authority desires to provide for the efficient, safe, quality, and timely completion of a construction project to replace the Tappan Zee Bridge, in a manner designed to afford the lowest reasonable costs to the Authority, and the Public it represents, and the advancement of public policy objectives;

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

(1) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;

(2) standardizing the terms and conditions governing the employment of labor on the Project;

(3) permitting wide flexibility in work scheduling and shift hours and times;

(4) providing negotiated adjustments to work rules and staffing requirements from those which otherwise might apply;

(5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(6) ensuring a reliable source of skilled and experienced labor;

(7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;

(8) minimizing potential losses of toll revenues;

(9) expediting the construction process and otherwise minimizing traffic inconveniences to the public;
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 Project safety conditions for both workers and the motoring public;

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 New York State Thruway Authority, on its own behalf and on behalf of any subsequently designated Program Manager which might be used in connection with this Project, and by the New York State Building & Construction Trades Council, AFL-CIO on behalf of itself and its affiliates and local union members; the Building and Construction Trades Council of Westchester and Putnam County, AFL-CIO, on behalf of itself and its affiliated local union members; the Rockland County Building & 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 County Councils are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions" that phrase is sometimes used; the term...
"General Contractor" refers to the successful bidder for the Project work; the term "Contractor(s)" refers to the General Contractor and its subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; "Program Manager" refers to any entity retained by the Authority to serve as Program Manager of the Tappan Zee Hudson River Crossing Project (in the event no outside entity is retained to serve as Program Manager, and the New York State Thruway Authority retains that role for itself, that term shall refer to the New York State Thruway Authority when acting in that capacity); the New York State Thruway Authority is referenced as the "Authority"; the New York State Buildings & Construction Trades Council, AFL-CIO is referenced as the "NYS Council"; the Westchester and Putnam County and Rockland County Building and Construction Trades Councils, AFL-CIO are referenced as the "County Councils," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project Work".

As used in this Agreement, (1) "staging area" refers to an area dedicated to the assembly of workers, construction components, and construction equipment for transport to the project site; (2) "preparation area" refers to an area dedicated to the handling of construction components and assembly of construction equipment to make ready for transport to the project site; and (3) "fabrication" means the manufacturing of materials into construction components intended for use in the project and locations where fabrication occurs are not considered either staging or preparation areas.
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 NYS and the County Councils, and the Local Unions; (2) the Agreement is approved by the Federal Highway Administration and (3) the Agreement is approved by vote of the Board of Directors of the Authority and signed by the Authority.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, the Program Manager, and all Contractors performing on-site Project Work, including site preparation and staging areas, as defined in Article 3. (There is no obligation to award work to unions that are not signatory to this Agreement.) 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. This Agreement shall be administered by the Program Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended 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 this Project, in whole or in part,
except that to the extent a Contractor is a signatory to the National Stack/Chimney Agreement, the National Cooling Tower, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and 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 still apply. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the 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 any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the NYS and County Councils and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AUTHORITY

Upon final approval, the Authority shall require in its bid specifications for all work within the scope of Article 3 that the successful bidder, and its subcontractors of whatever tier, become bound by this Agreement and signatory to the Letter of Assent included as Appendix I. The Authority shall not be liable in any manner under this
Agreement, except to the extent it serves as its own Program Manager. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Authority and/or General Contractor in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Authority 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 CONTRACTORS

The Unions agree that this Agreement shall be made available to, and shall fully apply to any successful General Contractor (and its subcontractors) for Project Work who becomes bound thereto, without regard to whether that successful General Contractor (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 General Contractor (or its subcontractors) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1: THE WORK

This Agreement shall only apply to the following, on-site construction work performed as part of the Tappan Zee Hudson River Crossing Project (Project Work):
That on site construction work covered by [Contract D214134/PIN8TZ1.00], generally defined as any new bridge(s) and/or tunnel(s) that replace the existing Tappan Zee Bridge/Causeway and span across the Hudson River between Tarrytown and South Nyack, New York, along Interstates 87/287 between interchanges #9 and #10; approach spans thereto; modification to existing roadways; ancillary buildings; associated land and waterway structures; associated marine work; temporary traffic controls/structures; demolition work; and removal of the existing Tappan Zee Bridge/Causeway. (At the Contractor's option, work that occurs beyond interchanges #9 and #10 may be covered by this Agreement.)

"On site" construction work in connection with the above shall be defined to include Project Work performed at dedicated preparation and staging areas within 15 miles of the project site.

SECTION 2. TIME LIMITATIONS

This Agreement shall be further limited to Project Work performed under an Authority construction contract awarded after the effective date of this Agreement and performed prior to the termination date (December 31, 2017) of this Agreement. It is further understood that this Agreement, together with all of its provisions, shall remain in effect for all Project Work bid and awarded, but not completed, by December 31, 2017. If the Project Work described above is not awarded by December 31, 2017, this Agreement may be extended by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons (excluding divers) are not subject to the provisions of this Agreement, even though performing work on the Project:
a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft’s Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering (except field surveyors), administrative and management persons;

b. Employees of the Authority, or of any other State agency, authority or entity or employees of any municipality or other public employer;

c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of bridge components, materials, equipment or machinery, or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, asphalt and item 4 which are covered by this Agreement;

d. Employees of the Program Manager, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

e. Employees engaged in on-site equipment warranty work;

f. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

g. Employees engaged in laboratory or specialty testing or inspections;

h. Employees engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads.

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 work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Authority, the Program Manager and/or any Contractor. The Agreement shall further not apply to the Authority or any other state agency, authority, or other municipal or
public entity and nothing contained herein shall be construed to prohibit or restrict the
Authority or its employees or any other state authority, agency or entity and its
employees from performing on or off-site work related to the Project. As any portion of
Project Work is completed and turned over to the Authority, the Agreement shall not
have further force or effect with respect to such portions except where inspections,
additions, repairs, modifications, check-out and/or warranty work are assigned in writing
(copy to Local Union involved) by the General Contractor for 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 on-site Project
Work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project craft employees 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 (attached as Schedule A to this
Agreement). Notwithstanding this, the Contractors shall have sole rights 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 the show-up payments required in the applicable Schedule A. 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. 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 will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the Program Manager and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

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 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 demonstrated ability to safely perform the basic functions of the applicable trade.
Except as provided below, no more than 12 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). The Contractor's first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). Thereafter, the Contractor may seek a name referral for the 16th, 24th, 32nd referral, and for every 8th referral thereafter.

The Committee may also allow a Contractor, subject to the above per centum, to employ socially or economically disadvantaged persons as defined in 49 CFR 26.5 for entry into the construction industry outside of the formal apprenticeship program.

This Project is subject to the federal Disadvantaged Business Enterprise ("DBE") program (49 CFR Part 26), with a 10% DBE goal, and federal Equal Employment Opportunity requirements (23 CFR Part 230). Notwithstanding the above provision, a certified DBE may, with respect to its first 14 hires, request referral by name under the above requirements of up to 50% of the employees covered by this Agreement, by craft. In that case, the first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). The 3rd, 5th, 7th, 9th, 11th and 13th employee may be a name referral. Thereafter, the above 12 per centum referral provision will apply, meaning that the 22nd, 30th, 38th and every 8th employee thereafter may be a name referral.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems shall be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment
opportunities (including but not limited to 23 CFR Part 230 and 23 CFR Section 635.117(b)). Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Authority's bid specifications (established at 6.9% women/22.6% minorities), the Contractor may employ qualified (i.e., successfully completed a 10 hour OSHA Training Course in Construction Safety from a qualified source) minority or female applicants from any other available source.

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 shall 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 Project Work and only to the extent of rendering payment of the applicable monthly 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 shall 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 unless otherwise provided by specific provisions of an applicable Schedule A (except that in all cases selection of the first general foreperson shall be solely the responsibility of the Contractor). 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, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftpersons he is leading exceed a specified number.
ARTICLE 5. UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to Contractor involved and Program Manager) one representative, and/or the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journeyperson as a Steward and an alternate, 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 on the Project.

(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 shall 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 except pursuant to a Schedule A provision providing procedures for the equitable distribution of 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, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 – MANAGEMENT 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 Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the
individual, as determined by the Contractor 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 (except that, with respect to rebar work that otherwise falls within the jurisdiction of Local 46 under this Agreement, rebar other than galvanized, stainless steel and/or MMFX, that is to be used in cast-in-place, on site construction will be cut and bent in accordance with its local industry practices; galvanized, stainless steel and/or MMFX rebar for use in cast-in-place can be cut and bent off-site, applying local industry practice), or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; 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 for the Project.
ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations or other disruptive activity at or affecting the Project for any reason by any Union or employee against any Contractor or employer while performing Project Work. There shall be no other Union, or concerted or employee activity which for any reason disrupts or interferes with the Authority's operation, including construction or operation of any part or all of the Project, the Thruway system (including the existing Tappan Zee Bridge) or the free flow of traffic in connection with either. 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 the Project site or in connection with Project Work is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted Authority operations including construction of the Project, as well as the free flow of traffic in connection with or near any operational portion of the Project and/or the Thruway system (including the existing Tappan Zee Bridge) 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 shall not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it shall notify the appropriate County Council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the NYS Council. The County Council 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. A County Council, or the NYS Council, complying with these obligations 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 [redacted] who shall alternate as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if
a Local Union is alleged to be in violation, the NYS Council, its County Council, and the Program Manager.

b. The Arbitrator shall, after notice as to time and place to the Contractor, the Local Union involved, the Councils and the General Contractor and the Program Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing shall not, however, be scheduled for less than 24 hours after the notice to the County Council required by Section 3, above.

c. All notices pursuant to this Article may be by telephone, telegraph, e-mail, hand-delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union (and any other required party) 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 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 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 Project Labor Management Committee shall meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project. The Labor Management Committee shall also be responsible for overseeing an orientation program available to non-union contractors and employees to familiarize each with their rights and obligations under the
PLA. The Unions shall participate in a written orientation program and provide representatives for attendance at a pre-job conference as may be scheduled by the Program Manager.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by designee of the President of the NYS Council and the Program Manager (or its designee) and representatives of the General Contractor, Local Unions and other Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 – GRIEVANCE & 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 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the

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grievance must be given within 14 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 14 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 14 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the Program Manager and General 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 nonprecedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Program Manager as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 14 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the County Council, the involved Contractor, and, if they elect to do
so, the General Contractor and the Program Manager, 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 other participants) to Messrs. Pierson or Selchick who shall act, alternately, as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Program Manager, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.
SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Program Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY PROGRAM MANAGER/GENERAL CONTRACTOR

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

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

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

SECTION 2. ASSIGNMENT

All Project construction work assignments shall be made to signatory Local Unions pursuant to law. (The work demarcation line for Local Unions that are affiliates of the same International shall be the center of the Hudson River. The Project Labor
SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project Work assigned to another Union shall submit the dispute in writing to the Administrator, National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the Program Manager, the General Contractor, the NYS Council and the County Council of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator shall invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the Program Manager, the Contractor involved, the Local Unions involved and designees of the NYS Council and the County Council of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. If the dispute remains unresolved after this meeting, the parties shall proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan.
D. The Arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

E. This Jurisdictional Dispute Resolution Procedure shall only apply to work performed by Local Unions at the Project.

F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any jurisdictional award pursuant to 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. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the Program Manager and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

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

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project (or other Authority operations, including the operation of the existing Tappan Zee Bridge) 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. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 – WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to Section 2, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A, as may be amended during this Agreement. (In no event shall that rate be less than the prevailing minimum wage rate determined by the Secretary of the U.S. Department of Labor pursuant to 23 U.S.C. 113.) Recognizing, however, that special conditions may exist or occur on the Project, the parties by mutual agreement may establish higher rates and/or hours for one or more classifications which may differ from Schedule A. Parties to such agreements shall be the Program Manager, the Contractor involved, the involved Local Unions and the County Council.
SECTION 2. IRONWORKERS LOCAL UNION 46

Notwithstanding Section 1 and the provisions of Schedule A with respect to Ironworkers Local 46, the following wage rates or fringe benefits will be effective for Foremen and Journeymen on the following dates with the understanding that the Union shall have the right to allocate to fringe benefit contributions any portion of the amount set forth on the dates set forth below. Any amount so allocated by the Union to fringe benefit contributions shall not be considered to be wage increases due to employees and shall not be considered to be a reduction in wages. Provided, however, that the right of allocation shall be that of the Union and any determination by the Union that an amount shall be allocated to fringe benefit contributions shall not constitute said amount as any wage increase. The amount so allocated shall not be considered wages and shall not be considered as part of the income of employees. The Union shall also have the right to determine that any portion of such wage increase may be used to increase the amount of the dues check off. It shall be noted that ERISA requires the Trustees to allocate or re-allocate monies to Funds when they ascertain that a particular Fund or Funds are deficient or underfunded.

Effective July 1, 2012, the Journeyman base wage and fringe benefit package for Ironworkers Local 46 shall be $79.81 per hour subject to allocation by the Local 46 membership in keeping with this agreement. Foreman shall receive an additional base wage amount of $3.00 per hour.

Effective July 1, 2013 - $2.00 per hour to be allocated by the Local 46 membership

Effective July 1, 2014 - $2.00 per hour to be allocated by the Local 46 membership
Effective July 1, 2015 - $2.00 per hour to be allocated by the Local 46 membership

Effective July 1, 2012, for those commencing as apprentices on or after June 1, 2012, the base wage and fringe benefit package for the period July 1, 2012 to June 30, 2012 shall be: as to a first year apprentice $37.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a second year apprentice $42.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a third year apprentice $47.79 subject to allocation by the Local 46 membership in keeping with this agreement. Such rates shall become effective during the first (1st) year of apprenticeship and at the beginning of the individual's second (2nd) and third (3rd) years of apprenticeship.

Effective July 1, 2012, for those commencing as apprentices before June 1, 2012, the base wage and fringe benefit package for the period July 1, 2012 to June 30, 2013 shall be: as to a first year apprentice $43.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a second year apprentice $48.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a third year apprentice $53.79 subject to allocation by the Local 46 membership in keeping with this agreement. Such rates shall become effective during the first (1st) year of apprenticeship and at the beginning of the individual's second (2nd) and third (3rd) years of apprenticeship.

As to apprentice wage and benefit package changes for the succeeding three periods (July 1, 2013 to June 30, 2014; July 1, 2014 to June 30, 2015 and July 1, 2015 to June 30, 2016) apprenticeship rates are a percentage of the journeyman's rate and
shall reflect changes in the journeyman's wage and fringes. Apprentices shall participate in Metal Lathers Annuity Fund at rates which shall be supplied by this fund.

Under no circumstances shall required payments be below those required by Davis-Bacon.

SECTION 3. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A (or Section 2, above); provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as are recognized under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the Contractors on this Project. Bona fide jointly trustees fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly recognized under Section 220. Contractors not otherwise contractually bound to do so shall not be required to contribute to non-Section 220 benefits, trusts or plans, however, this provision does not relieve Contractors signatory to local collective bargaining agreements with any Local Union from complying with the fringe benefit requirements for all funds contained in those collective bargaining agreements.

B. The Contractor agrees to be bound by the written terms of the legally-established 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 to whom this Agreement requires such benefit Payments.

C. 1. Notwithstanding Section 3(A) above, and subject to Section 3(C)(2) below, Contractors who designate employees pursuant to Article 4, Section 3(B) or Section 4 of this Agreement and who maintain bonafide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, shall satisfy the above benefit obligation with respect to those employees by (1) providing those employees with coverage under their private benefit plans for health, welfare, retirement and similar benefits (to the extent consistent with Section 220) and by paying into an applicable jointly trusteed annuity fund (provided there is immediate employee vesting) the difference between the cost of those benefits and the full Section 220 amount for health, welfare, retirement and similar benefits, or (2) by contributing to all Section 220 required Schedule A funds on their employees' behalf, at the Contractors' option. The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount. 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 bonafide private benefit plan maintained by the Contractor and which satisfies the requirements of Section 220.

2. Contractors shall make contributions to the jointly trusteed funds on behalf of all employees to those Schedule A funds recognized under Section 220 that cover training, apprenticeship, supplemental unemployment benefits, and worker education. To the extent there remains any difference between the full Section 220
supplements and the amounts described in Section 3(C) for health, welfare, retirement
and similar benefits and the amounts described in the preceding sentence (for training,
apprenticeship, supplemental unemployment benefits and worker education), that
difference shall be paid into the annuity funds described in Section 3(C).

3. Upon execution of the Agreement (or a letter of assent, as the case
may be) the Contractor shall make available to the Program Manager, with a copy to the
appropriate Union(s) a complete set of plan documents for each non-Schedule A benefit
plan into which contributions may be made and/or coverage provided pursuant to the
provisions of Section 3(C)(1) above. Further, for each bargaining unit employee on
whose behalf contributions are thereafter made to such benefit plan and/or for whom
coverage is provided, the Contractor shall, upon written request, provide the appropriate
Union(s) with evidence of contributions/coverage.

D. Upon written notification by any Local Union to the General Contractor
(with a copy to the Program Manager and Authority) that a subcontractor is delinquent
on benefit contributions related to that Local Union, the General Contractor shall, to the
extent permitted by law, withhold from any funds then due the subcontractor the amount
of that delinquency, up to the total amount due on behalf of that subcontractor, until any
dispute regarding the delinquency has been resolved. The General Contractor shall
have no other obligation with respect to contributions owed by any subcontractor. If
notice of a delinquency is not received by the General Contractor, the General
Contractor shall have no obligation to withhold, with respect to that deficiency, any part
of a payment which is otherwise due. All notices regarding delinquent contribution
claims must be received by the Contractor (with copies to the Program Manager and Authority) within 45 days of the subcontractor completing on-site Project Work.

The Union affiliated with that fund agrees to indemnify and hold harmless the General Contractor and its designee for any action it takes in accordance with this provision.

This provision may be enforced through the Grievance and Arbitration provisions of Article 9. Notwithstanding any dispute over delinquent contributions, there shall be no withholding of services by any Union or individual.

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 or Tuesday – Friday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting
times shall occur at staging areas at either end of the bridges as may be designated by the Contractor.

C. Scheduling - The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with traffic flow. When severe weather, power failure, fire or natural disaster, President/Vice-President visits, or Homeland Security directives prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, on a craft-by-craft basis, schedule either Friday or Saturday, but not both, (where on 4, 10's) or Saturday (where on 5, 8's) during that calendar week in which a workday was lost, at straight time pay; providing the employees involved work a total of 40 hours or less during that work week.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours in excess of 8 hours in a day (or 10 hours in a day for 4, 10's) or 40 hours per week, and for Sundays and holidays, shall be paid in accordance with the applicable Schedule A. Saturday premium shall be in accordance with the applicable Schedule A except that such premium shall be capped at time and one-half and no overtime premium will be applicable where this Agreement provides that such work may be at straight time. There shall 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 pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Overtime fringe benefits shall be paid in accordance with Schedule A but not to exceed a time and one-half rate.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second or third shift. Shifts must be worked a minimum of five consecutive work days, 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 and Third Shifts - The second shift (starting between 2 p.m. and 8 p.m.) and the third shift (starting between 10 p.m. and 4 a.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus differentials of 10% (second shift)/15% (third shift) in lieu of overtime or any other premium and exclusive of a 1/2 hour unpaid lunch period. Where specifically required by the applicable Schedule A, when there are no first shift employees scheduled for that craft, employees on second or third shift shall be paid at time and one-half rates for such second/third shift work, but without any shift differential. In all other cases, the first sentence of this paragraph B shall apply. First shift work is at straight time, without any premium, regardless of whether a second and/or third shift is worked.
C. Flexible Starting Times - Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.

D. Four Tens - 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. Second shifts are subject to the shift differential in paragraph B above.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

- New Years Day
- Labor Day
- Presidents Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Fourth of July
- Christmas Day

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

B. Payment - Regular holiday pay, if any, 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 nor observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A, except that no reporting pay shall be required for days lost due to weather, power outage, fire, natural disaster, Presidential or Vice Presidential visits, or Homeland Security directives provided employees are called at least 3 hours ahead of their scheduled shift start (email notification shall also be sent to the Program Manager and the Local Unions involved).

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.

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, 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 and except where an applicable Schedule A requires a full weeks' pay for forepersons.

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.

C. 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 and/or safety of employees or others, suspend all or a portion of Project 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 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 shall 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 shall be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers shall 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 and economically disadvantaged non-minority males, Contractors shall 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 which is the greater of (1) 25% of the work force by craft and (2) the ratio provided by law. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. Minorities, women and economically disadvantaged non-minority males shall be afforded an opportunity for entry into the construction industry through the formal apprentice program of the Local Unions where such programs are in place and registered. Contractors shall not discriminate against such persons referred under this Section.
SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities, women and economically disadvantaged non-minorities 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 shall be first year minority, women or economically disadvantaged male apprentices. The Local Unions shall cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor shall ensure that applicable OSHA requirements are at all times maintained on the Project 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 Authority 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 reasonable safety, security, and visitor rules as established by the Contractors and the Program Manager for this Project. Such rules shall be published and posted in conspicuous places throughout the Project.

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 15 – TEMPORARY SERVICES

Temporary light, power, water, heating, cooling, ventilation and other construction services that do not require continuous staffing shall be required only upon the request of the Contractor. If requested by the Contractor, craft jurisdictions shall be honored, except that there shall be no stacking of crafts.

ARTICLE 16 – PRE-JOB CONFERENCE

An initial pre-job conference shall be convened no later than 10 days after a Contractor has been contracted, retained, hired or otherwise engaged to perform Project Work. The Contractor shall meet with the appropriate representative of the craft(s) involved in their Project Work. The purpose of the pre-job conference is for the Contractor to provide an overview of their Project Work, including the scope, any special conditions, work assignments, and other matters. The Contractor and/or the crafts shall
report any issues that are identified during the pre-job conference to the Program Manager and the Councils.

ARTICLE 17 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.
ARTICLE 18 – GENERAL TERMS

SECTION 1. PROJECT RULES

The Program Manager and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job 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 misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. DRUG/ALCOHOL POLICY

The Authority has adopted a zero tolerance policy with regard to the use of alcohol and illegal drugs which is applicable to the Project. Specific drug and alcohol testing programs consistent with 49 CFR Parts 40 and 382 may be instituted by either the Authority and/or Contractors. Local Union programs that comply with the foregoing standards may be used.

SECTION 3. TOOLS OF THE TRADE

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 4. SUPERVISION

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

SECTION 5. TRAVEL AND OTHER ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement. Contractors may, at their discretion, offer expense money as an incentive for workers to arrive one hour before the start of a shift at the designated staging area to allow for transport to a work area. In the event a worker chooses to accept such incentive, the contractor shall offer expense money in the amount of $25 per day, and the work day will begin for those workers at the normal starting time at the work area.

SECTION 6. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their 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 7. COOPERATION

The Program Manager and the Unions shall cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 19 – WORKERS’ COMPENSATION ADR

The determination to utilize the Workers’ Compensation ADR Agreement shall be at the option of the General Contractor. If that determination is made by the General Contractor, all Local Unions and Contractors (including sub-contractors) working on this Project agree to adopt and be bound by the Alternative Dispute Resolution Program entered into between the Construction Industry Council of Westchester and Hudson Valley, Inc. and the Building & Construction Trades Council of Westchester and Putnam Counties, New York and other Building and Construction Trades Councils and Local Unions, signed January 26, 2007 (“Workers' Compensation ADR Agreement”).

ARTICLE 20 – 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 network, employment opportunities and other needs as identified by the parties.

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 but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement shall 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 Authority's bid specifications, or any other action (including requirements imposed by the General Contractor), requiring that a successful bidder (or contractors/subcontractors of the General Contractor) become bound to this Agreement are enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by
law. In such event, the Agreement shall remain in effect for contracts already bid and/or awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties shall 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 Authority, the Program Manager, any Contractor, nor any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications shall be issued in conformance with court orders then in effect and no retroactive payments or other action shall be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

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

ARTICLE 22 – FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. The local Collective Bargaining Agreements in Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the local 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 Project, and their effective dates.

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

C. Any disagreement between signatories to this Agreement over the incorporation into the Schedule A of provisions agreed upon in the renegotiation of local 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 shall be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of local Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the ___ day of __________, 2012.

FOR THE NEW YORK THRUWAY AUTHORITY

FOR THE BUILDING & CONSTRUCTION TRADES

NEW YORK STATE BUILDING & CONSTRUCTION TRADES COUNCIL

THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF WESTCHESTER AND PUTNAM COUNTY, NY, AFFILIATED WITH AFL-CIO

THE ROCKLAND COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL
FOR THE LOCAL UNIONS

BRICKLAYERS AND ALLIED CRAFT LOCAL UNION 5

DOCKBUILDERS-TIMBERMEN LOCAL 1556 OF THE NEW YORK CITY AND VICINITY DISTRICT COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS

BY: __________________________
(Name/Title)

GLAZIERS ARCHITECTURAL LOCAL 1281

DISTRICT COUNCIL 9, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO
FOR THE LOCAL UNIONS

BRICKLAYERS AND ALLIED CRAFT LOCAL UNION 5

BY: ______________________________
    (Name/Title)

DOCKBUILDERS-TIMBERMEN LOCAL 1556 OF THE NEW YORK CITY AND VICINITY DISTRICT COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS

GLAZIERS ARCHITECTURAL LOCAL 1281

BY: ______________________________
    (Name/Title)

DISTRICT COUNCIL 9, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO

BY: ______________________________
    (Name/Title)
INTERNATIONAL UNION OF OPERATING ENGINEERS #825

BY: ____________________________
    (Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #137

MASTER PAINTERS AND INTERNATIONAL BROTHERHOOD OF PAINTERS
AND ALLIED TRADES, LOCAL #806

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL
#373

DISTRICT COUNCIL #21, UNITED ASSOCIATION OF PLUMBERS
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #3

BY: __________________________
    (Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #363

BY: __________________________
    (Name/Title)

LOCAL UNION #40 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS

BY: __________________________
    (Name/Title)

LOCAL UNION #754, LABORERS INTERNATIONAL UNION OF NORTH AMERICA

BY: __________________________
    (Name/Title)

LABORERS INTERNATIONAL UNION OF NORTHERN AMERICA, LOCAL #60

BY: __________________________
    (Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS #825
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #3

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #363

BY: __________________________
(Name/Title)

LOCAL UNION #40 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

BY: __________________________
(Name/Title)

LOCAL UNION #754, LABORERS INTERNATIONAL UNION OF NORTH AMERICA

BY: __________________________
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTHERN AMERICA, LOCAL #60

BY: __________________________
(Name/Title)
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #3

BY: ____________________________
    (Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #363

LOCAL UNION #40 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

LOCAL UNION #754, LABORERS INTERNATIONAL UNION OF NORTH AMERICA

LABORERS INTERNATIONAL UNION OF NORTHERN AMERICA LOCAL #60
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #445

BY: 
(Name/Title)

TEAMSTERS AND CHAUFFEURS UNION LOCAL #456, IBT

LOCAL UNION #46 METALLIC LATHERS UNION AND REINFORCING IRONWORKERS OF NEW YORK AND VICINITY OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

UNITED CEMENT MASON'S UNION LOCAL 780

NORTHEAST REGIONAL COUNCIL OF CARPENTERS LOCAL 279
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #445

TEAMSTERS AND CHAUFFEURS UNION LOCAL #456, IBT

BY: __________________________
    (Name/Title)

LOCAL UNION #46 METALLIC LATHERS UNION AND REINFORCING IRONWORKERS OF NEW YORK AND VICINITY OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

BY: __________________________
    (Name/Title)

UNITED CEMENT MASON'S UNION LOCAL 780

BY: __________________________
    (Name/Title)

NORTHEAST REGIONAL COUNCIL OF CARPENTERS LOCAL 279

BY: __________________________
    (Name/Title)
OPERATING ENGINEERS LOCAL 15D

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580
OPERATING ENGINEERS LOCAL 15D

BY: ______________________ (Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: ______________________ (Name/Title)

STONE DERRCKMEN & RIGGERS IRONWORKERS LOCAL 197

BUILDING LABORERS LOCAL 235

BY: ______________________ (Name/Title)
OPERATING ENGINEERS LOCAL 15D

BY: __________________________
    (Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: __________________________
    (Name/Title)

STONE DERRCKMEN & RIGGERS IRONWORKERS LOCAL 197

BY: __________________________
    (Name/Title)

BUILDING LABORERS LOCAL 235
OPERATING ENGINEERS LOCAL 15D

BY: ____________________________
    (Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: ____________________________
    (Name/Title)

STONE DERRCKMEN & RIGGERS IRONWORKERS LOCAL 197

BY: ____________________________
    (Name/Title)

BUILDING LABORERS LOCAL 235

BY: ____________________________
    (Name/Title)

ASBESTOS WORKERS LOCAL 91
OPERATING ENGINEERS LOCAL 15D

BY: ____________________________
   (Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: ____________________________
   (Name/Title)

STONE DERRICKMEN & RIGGERS IRONWORKERS LOCAL 197

BY: ____________________________
   (Name/Title)

BUILDING LABORERS LOCAL 235

BY: ____________________________
   (Name/Title)

ASBESTOS WORKERS LOCAL 91

BY: ____________________________
   (Name/Title)

ROOFERS LOCAL 8

55-D
PART 1 - AGREEMENT

Appendix VI - Project Labor Agreement

Revision (Addendum No.10) 18 July 2012

TILE, MARBLE AND TERAZZO WORKERS LOCAL UNION NO. 7

BOILERMAKERS LOCAL UNION NO. 5

BY: ____________________________
   (Name/Title)
TILE, MARBLE AND TERRAZZO WORKERS LOCAL UNION NO. 7

BY ____________________________
(Name/Title)

BOILERMAKERS LOCAL UNION NO. 5
### SCHEDULE A

1. Agreement Between GCA of NY, Inc. and District Council of Carpenters of NYC and Vicinity for Dockbuilders Local Union No. 1456 (July 1, 2006-June 30, 21011) (Local 1456 is now Local 1556)


4. Agreement Between Westchester/Fairfield Division, New York Electrical Contractors Association and Local Union No. 3 (Inside Wiremen and Teledata Agreement) (May 8, 2008-April 24, 2013)

5. Inside Principle Construction Agreement Between Local Union 363 IBEW and Hudson Valley Chapter NECA (April 1, 2011-March 31, 2014)

6. Agreement Between Allied Building Metal Industries, Inc. and Local Union Nos. 40 and 361 of the International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers (July 1, 2008-June 30, 2014)


11. Agreement Between Structural Steel and Bridge Painters of Greater New York Local Union No. 806, District Council No. 9 and Independent Contractors (October 1, 2011-September 30, 2016)

12. Agreement Between Mechanical Contractors Association of Rockland, Orange, Sullivan Counties, Inc. and Local Union No. 373, United Association of
Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (2011-2012)

13. Agreement Between the Hudson Valley Mechanical Contractors Association, Inc. and Local Union 21, The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (May 1, 2011-April 30, 2014)

14. Heavy & Highway Agreement, Teamsters Union Local 445, IBT (May 1, 2011-April 30, 2014)

15. Heavy Construction Agreement Between Teamsters & Chauffeurs Union No. 456 and Construction Industry Council of Westchester and the Hudson Valley, Inc. and Building Contractors Association of Westchester and Mid-Hudson Region (June 1, 2011-May 31, 2014)


17. Agreement Between The Cement League and The Cement Masons' Union, Local Union No. 780 (through June 30, 2012)

18. Agreement Between Allied Building Metal Industries, Inc. and Architectural and Ornamental Iron Workers Local Union No. 580 (July 1, 2008 – June 30, 2013)


20. District Council 9, IUPAT Glaziers Agreement between Window and Plate Glass Dealers Association and District Council No. 9, Glaziers Local Union #1281 (May 1, 2011 – April 30, 2017)


23. Agreement Between Industrial Insulation Contractors of Southern New York and 
The International Association of Heat and Frost Insulators and Allied Workers 
Local #91 (May 28, 2012 – May 25, 2014)

24. Agreement Between the Sheet Metal Workers Local Union No. 38 and Sheet 
Metal and Roofing Contractors' Association of Southeastern New York (May 1, 
2012 – April 30, 2015)

25. Agreement Between United Derrickmen & Riggers Association, Local 197 and 
Contracting Stonesters Association, Inc. (July 1, 2008 – June 30, 2013)

26. Agreement Between the Boilermakers Association of Greater New York, Inc. and 
the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, 
Forgers and Helpers, AFL-CIO, Lodge No. 5, Zone 5 (January 1, 2010 – 
December 31, 2012)

27. Agreement Between the Mosaic, Terrazzo and Chemical Product Decorative 
Finishes Masons Workers Association Local Union No. 7 of New York, New 
Jersey & Vicinity, International Union of Bricklayers and Allied Craftworkers and 
Marble, Terrazzo and Specialty Contractors Association, Inc. (July 1, 2009 – 
June 30, 2013)

28. Agreement Between The Marble Industry of New York, Inc. and The Marble 
Carvers, Cutters and Setters Union, Local No. 7 of the International Union of 
Bricklayers and Allied Craftsmen and The Compact Labor Club of Marble 
Workers, Riggers, Crane and Derrickmen of New York and Vicinity, Local No. 7 
(July 1, 2009 – June 30, 2013)

29. Agreement Between the Greater New York and New Jersey Tile Contractors 
Association, Inc. and The Tile Setters and Tile Finishers Union of New York and 
New Jersey, Local Union No. 7 of the International Union of Bricklayers and 
Allied Craftworkers (June 8, 2009 – June 2, 2013)

30. Working Agreement Local Union No. 8 United Union of Roofers, Waterproofers 
and Allied Workers and Roofing & Waterproofing Contractors Association of New 
York and Vicinity (July 1, 2011 – June 30, 2013)
Tappan Zee Hudson River Crossing Project

LETTER OF ASSENT

This is to certify that the undersigned Contractor/Subcontractor has examined a copy of the subject Project Labor Agreement negotiated by and among Tishman Construction Corporation and the New York State Building & construction Trades Council, AFL-CIO, the Building and construction Trades Council of Westchester and Putnam County, AFL-CIO, the Rockland County Building & Construction Trades Council, AFL-CIO, and the signatory Local Unions to be utilized on the Tappan Zee Hudson River Crossing Project.

The undersigned Contractor/Subcontractor agrees to comply with all terms and conditions of the aforementioned Project Labor Agreement. It is understood that the signing of the Letter of Assent shall be binding on the undersigned Contractor/Subcontractor to the same degree as though it signed the Project Labor Agreement.

The Letter of Assent shall become effective and binding upon the undersigned Contractor/Subcontractor and said Unions this ___ day of ____________ 201__, and shall remain in full force and effect through the completion of the project.

NAME OF CONTRACTOR/SUBCONTRACTOR

________________________________________________________

By:____________________________________________________

Title:___________________________________________________

Date:____________________________________________________