

**PROJECT LABOR AGREEMENT
COVERING THE
ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD
ROCHESTER SCHOOLS MODERNIZATION PROGRAM – PHASE ONE**

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**PROJECT LABOR AGREEMENT
COVERING THE
ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD
FACILITIES MODERNIZATIONPROGRAM – PHASE ONE**

ARTICLE 1- PREAMBLE

WHEREAS, the Rochester Joint Schools Construction Board (the “Board”) desires the efficient, safe, quality, and timely completion of phase one of a schools renovation project known as the Facilities Modernization Program (the “Project”) in a manner designed to offer the lowest reasonable costs to the Board and the taxpayers of the City of Rochester, New York; and

WHEREAS, this Project Labor Agreement (the “Agreement”) will foster the achievement of such objectives, inter alia, by:

- (1) providing a mechanism for achieving the most cost-efficient means of construction, including direct labor cost savings;
- (2) promoting labor harmony and peace for the duration of the Project and, thereby, avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes;
- (3) standardizing the terms and conditions governing the employment of labor on the Project;
- (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 for minorities, women and the economically disadvantaged in the construction industry; and

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

WHEREAS, the Unions (as defined below) desire the stability, security and work opportunities afforded by this Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This Agreement is entered into by and between Gilbane Building Company (“Gilbane”), as Project Labor Agreement Administrator on behalf of the Board (the “PLA Administrator”); all contractors signing the Letter of Assent attached hereto as Schedule B, and their successors and assigns, and all subcontractors of whatever tier engaged in on-site Project construction work in connection with this Agreement (collectively, the “Contractors”); the Rochester, New York Building and Construction Trades Council, AFL-CIO (the “Rochester Council”), on behalf of itself and its affiliated local union members (the “Union(s)”), and the signatory local unions (the “Local Unions”) on behalf of themselves and their members (the Council, the Union and the Local Unions are sometimes collectively referred to herein as the “Unions”).

Wherever in this Agreement the PLA Administrator is authorized or permitted to take any action, such action may be taken by either the PLA Administrator or its designee.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement will not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Rochester Council and the Local Unions having jurisdiction over the Project work and is approved by the Building and Construction Trades Department, AFL-CIO; (2) the Agreement is signed by the PLA Administrator and the Contractor(s); and (3) the Agreement is authorized by the Board.

SECTION 2. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement will be binding on all signatory Unions, their affiliates and all Contractors performing on-site Project Work (as defined in Article 3). The Contractor(s) will include in any subcontract entered into in connection with this Agreement, a requirement that their subcontractors, of whatever tier, sign a Letter of Assent in the form attached hereto as Schedule B and become a signatory to and agree to be bound by this Agreement. The Contractors will use their best care, skill and diligence in supervising and directing the Project Work. The Contractors will have total responsibility and control over the performance of the Project Work, including sole responsibility for construction means, methods, techniques, sequences, and procedures for coordinating and completing the various portions of the Project Work. In no way will the PLA Administrator be considered to be responsible and have control over the performance of the Project Work. This Agreement will be administered by the PLA Administrator, on behalf of the Board.

SECTION 3. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements

attached hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type that would otherwise apply to this Project, in whole or in part, except that in the event a Contractor is a 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 will apply (except that notwithstanding the foregoing National Agreements, Articles 7, 9, and 10 of this Agreement will 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 will prevail, including specifically the provisions of the Management Rights clause of Article 6. It is further understood that no Contractor will be required to sign any other labor agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union that is not explicitly set forth in this Agreement will be binding on this Project unless endorsed in writing by the PLA Administrator.

SECTION 4. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement will be several and not joint. The PLA Administrator and any Contractor will not be liable for any violations of this Agreement by any other Contractor. The Rochester Council and Local Unions will not be liable for any violations of this Agreement by any other Union. No grievance will be brought directly against the PLA Administrator or the Board. Further, no arbitration decision or award may provide retroactivity of more than twenty (20) days

prior to the date of service of a written grievance as described herein.

SECTION 5. THE BOARD

The Board will require in its bid specifications for the Project Work that the successful bidder, and its subcontractors of whatever tier, agree to be bound by this Agreement and sign the Letter of Assent attached at Schedule B. Upon request, a copy of the executed Letter of Assent for a particular Contractor or Subcontractor will be provided to the Local Unions providing referral of employees to such Contractor or Subcontractor. The Board is not a party to this Agreement and will not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Board (or its designee) in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Board has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project without regard to this Agreement.

SECTION 6. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available and fully apply to any successful bidder for Project Work who becomes a signatory hereto (and to its subcontractors of any tier), 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 subcontractors) are, or are not, members of any unions. This Agreement will not apply to the work of any Contractor (or subcontractor) that is performed at any location other than the locations of the Project (collectively, the "Project Site").

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1. THE PROJECT WORK

This Agreement will only apply to that on-site work expressly designated by the Board as Project work (the "Project Work"). Without restricting the Board's right to designate, or not designate, work as Project Work, the parties understand that generally included within covered work will be work as described in the bid documents (drawings and specifications) for phase one of the Facilities Modernization Program for the following:

1. John Williams School No. 5;
2. James P.B. Duffy School No. 12;
3. Enrico Fermi School No. 17;
4. Henry Hudson School No. 28;
5. Helen Barrett Montgomery School No. 50;
6. World of Inquiry School No. 58;
7. Charlotte High School;
8. Franklin Educational Campus;
9. Thomas Jefferson High School;
10. James Monroe High School;
11. East High School;
12. Edison Educational Campus; and
13. District-Wide Technology Program.

To the extent there is any conflict between the above general description and

the Board's express designation (or the absence of any designation) of work as Project Work, the Board's express designation (or absence of designation) will be controlling and determinative of whether work is within the scope of this Agreement. Work not receiving the Board's designation as Project Work is not covered under this Agreement.

Work specifically excluded from coverage under this Agreement includes all work relating to bids solicited prior to the execution of this Agreement by the parties or the Rochester City School District (the "District"), maintenance and repair work performed in the normal course of Board or District operations, any work to be completed by the Board, the District or any of their contractors operating under annual term contracts (whether related to this Project or not), off-site work and fabrication of any kind (except to the extent covered by Labor Law Section 220), and any other work not designated Project Work.

SECTION 2. TIME LIMITATIONS

This Agreement will be limited to Project Work performed under Board construction contracts that are both bid and awarded after the effective date of this Agreement and performed prior to December 31, 2015, the termination date of this Agreement (the "Termination Date"). This Agreement will remain in effect for the foregoing Project Work even if not completed by the Termination Date. If the Project Work is not bid and awarded by the Termination Date, this Agreement may be extended by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement:

- a. Superintendents or supervisors when not performing duties covered by a craft's Schedule A (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. Employees of the Board; any State agency, authority or entity; any municipality or other public employer; or any contractor (or any successor to it) employed by the Board with respect to work not designated as Project Work;
- c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project Site (dedicated off-site work to which Section 220 of New York's Labor Law is not excluded from coverage);
- d. Employees of the PLA Administrator, excepting any performing manual, on-site equipment installation and employees engaged in on-site or off-site equipment guarantee or warranty work;
- e. Employees of equipment suppliers or vendors performing or assisting in on-site equipment installation and start-up, and employees engaged in on-site or off-site equipment guarantee or warranty work;
- f. Employees engaged in geophysical testing;
- g. Employees engaged in laboratory specialty testing, inspections, or

surveying pursuant to a professional services agreement between the Board, the PLA Administrator, or any of the Board's other professional consultants, and such laboratory, testing, inspection or surveying firm (please note that individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the Board, the PLA Administrator or any of the Board's other professional consultants, are covered by this Agreement);

- h. Employees engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads;
- i. Employees engaged in transportation off-site of scrap, surplus, spoilage or waste materials; and
- j. Employees of any construction manager (each a "Construction Manager"), excepting any performing manual, on-site equipment installation and employees engaged in on-site or off-site equipment guarantee or warranty work.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement will not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor that do not perform work on the 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 Board, the PLA Administrator and/or any Contractor. This Agreement will not apply to the

Board or any state agency, authority, or other municipal or public entity and nothing contained herein will be construed to prohibit or restrict the Board or its employees or any county or state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts that comprise the Project Work are completed and accepted, this Agreement will have no further force or effect on such items or areas, except where inspections, additions, repairs, modifications, check-out and/or warranty work are designated in writing (with a copy to the Local Union involved) by the PLA Administrator as Project Work.

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 Project Work.

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 subsection B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), and the Unions agree to provide such craft employees (including apprentices) to all Contractors on a non-discriminatory basis. Notwithstanding the foregoing sentence, the Contractors will 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. The Local Union acknowledges that the Project will be funded through the issuance of tax-

exempt bonds by the County of Monroe Industrial Development Agency (“COMIDA”). Pursuant to the terms of the agreement between COMIDA and the Board, COMIDA will require that the Project use only Local Labor, subject to certain permitted exceptions and waivers. The term “Local Labor” is defined as laborers residing in Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Wayne, Wyoming and Yates counties. The Local Union will use its best efforts to assist in achieving compliance with the Local Labor requirement. 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, 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 will give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor will notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort. These workers may be delivered under a “Direct Entry” designation or by use of a Department of Labor Waiver.

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

- (1) possess any license required by NYS law for the Project Work to be performed;
- (2) have worked a total of at least 1,000 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 270

calendar days prior to the contract award; and

- (4) have the ability to safely perform the basic functions of the applicable trade.

No more than twenty-five percent (25%) of the employees covered by this Agreement, per Contractor by craft, will be hired through the special provisions above (any fraction will be rounded to the next highest whole number). Craft forepersons and/or general forepersons shall be included in this twenty-five percent (25%). The Contractor may first hire, by craft, his own Foreman and then three (3) employees referred by the applicable trade or craft. Thereafter, beginning with the fifth employee, the Contractor may hire three (3) employees referred by the applicable trade or craft and then one (1) employee who is employed by that Contractor, and will repeat the process, three and one, until the crew requirements for that craft are met. 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.

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 that require equal employment opportunities. Referrals will 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 will be subject to such other conditions as are established in this Article. No employment applicant will 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 within a 48-hour period after a requisition is made in percentages equaling Project diversity workforce goals as set forth in the Board's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source. The Local Unions recognize that diversity workforce goals for this Project are twenty percent (20%) minority and six and nine-tenths percent (6.9%) women and will make every reasonable effort to assist the Contractors in achieving these goals, including active participation in community outreach efforts. These percentage goals are based upon hours worked, by trade, without waiver or exception. To support the workforce diversity goals of the Project, each Contractor will contribute \$0.15 per trade for each craft hour worked on the Project to Rochester Careers in Construction, Inc., a not-for-profit 501(c)(3) corporation administered in accordance with applicable law.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions will 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 will be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended

from time to time, but only for the period of time during which they are performing Project Work and only to the extent of tendering payment of the applicable agency shop fee or union dues uniformly required for union membership in the applicable Local Union. No employee will be discriminated against at the Project Site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Unions as an agency shop fee, thus ensuring that non-union workers who benefit from the Union's bargaining and representation efforts during the period of employment on the Project contribute towards those efforts.

Each Contractor and/or Subcontractor shall be responsible for the authorized withholding and remittance to the appropriate Local Union of the applicable union dues or agency shop fee payable by employees working on the Project. The applicable Union will notify the Board of any failure by a Contractor or a Subcontractor to remit union dues or agency fees within fifteen (15) days of such remittance being due to the Union. The notification may be made by letter, fax or email. If written notice of such delinquent remittance is received within the fifteen (15) day period, the Board will withhold from any funds due that Contractor the delinquent amount, up to the total amount due the Contractor and/or Subcontractor, until the dispute has been resolved. The Board and the PLA Administrator will have no other obligation with respect to remittance of union dues, and/or agency fees owed by any Contractor or Subcontractor. If notice of a delinquent remittance is not received within the fifteen (15) day period, the Board will have no obligation to withhold any amount.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the

number of forepersons required will be solely the responsibility of the Contractor. All forepersons will take orders exclusively from the designated Contractor representatives. All forepersons will be designated as working forepersons at the request of the Contractor.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union will be entitled to designate in writing (with a copy to the appropriate Contractor and the PLA Administrator) one representative, and/or the Business Manager, who will be afforded reasonable access to the Project.

SECTION 2. STEWARDS

(a) Each Local Union will have the right to designate from among those referred to the Project one working journeyman as a steward (as such term is defined in one or more of the agreements comprising Schedule A, a "Steward") and one alternate for each Contractor per shift, and will notify the Contractor and the PLA Administrator of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards will 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 and there is no requirement that a particular Steward be assigned to work a shift if it will result in overtime.

(b) In addition to their work as an employee, the Steward will have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor; such activities, however, are not to interfere with the Steward's work unless an emergency situation exists. Each Steward will 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 will not have the right to determine when overtime shall be worked or who will work overtime.

SECTION 3. LAYOFF OF A STEWARD

If a Steward is protected against layoff by the terms of an applicable agreement included in Schedule A, such provisions will 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 Contractor will immediately notify the involved Local Union.

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 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 therefor; the promotion, transfer and layoff of its employees; 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. There will be no rules, customs or practices that are determined by the PLA Administrator in its sole discretion to limit or restrict productivity or efficiency of the individual and/or joint working efforts with other employees.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There will 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 will be performed by the craft assigned to 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. It is recognized that assignments shall be made during pre-job conferences as described in Article 16, Section 7. There will be no restrictions as to work that is performed off-site for the Project, except as may be imposed by law.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There will be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at or in proximity to the Project Site for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There will be no other Union, or concerted or employee activity that disrupts or interferes with traffic (vehicular, pedestrian, or marine) in or around the Project Site or any access roads to or from either, or with the operation of any Board or District facility. 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, regardless of location, if it has the effect of interfering with Project Work is a violation of this Article. There will be no lockout at the Project Site by any signatory Contractor. Contractors and Unions will 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 the Project Site, and unimpeded operation of Board and District facilities 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 a Contractor contends that any Union has violated this Article, it will notify the Rochester Council in writing (with copies of the notification to the involved Local Union). The Rochester Council will instruct, order and otherwise use its best efforts to cause the employees and/or the Local Unions to immediately cease and desist from any violation of this Article. If the Rochester Council complies with these obligations, it will 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).

- a. A party invoking this procedure will notify Douglas Bantle, Robert Rabin or James Gross, who will 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 will 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, the Rochester Council and the PLA Administrator.
- b. After giving notice as to time and place to the Contractor, the involved Local Union, the Rochester Council and the PLA Administrator, the Arbitrator will hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure. The hearing will not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after receipt of the notice required by Section 3, above.
- c. All notices pursuant to this Article will be by telephone, telegraph, hand delivery or confirmed fax to the Arbitrator, Contractor and Union involved. The hearing may be held on any day, including Saturday or Sunday. The hearing will 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. The failure of any Union or Contractor to attend the hearing will 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 will be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator will issue a cease and desist award (an "Award") restraining such violation and serve copies on the Contractor and the Union. The Arbitrator will 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 will be issued in writing within 3 hours after the close of the hearing, and may be issued without a written opinion. If any involved party desires an opinion, one will be issued within 15 calendar days, but its issuance will 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 will be given to the Union and Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing an award issued under this expedited procedure, the involved Union and Contractor hereby 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 that are inconsistent with the procedure set forth in this Article, or that

interfere with compliance herewith, are hereby waived by the Contractors and Unions.

- g. The fees and expenses of the Arbitrator will be equally divided between the involved Contractor and the Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

The grievance and arbitration procedures contained in Article 9 will not apply to any alleged violation of this Article. Notwithstanding the foregoing, an employee discharged for violation of Section 1, above, may utilize such procedures to determine if the employee did, in fact, violate such Section (but not for the purpose of modifying the discipline imposed after a violation is found to have occurred).

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Project Labor Management Committee (the "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 diversity workforce and equal employment opportunity matters pertaining to the Project.

SECTION 2. COMPOSITION

The Committee will be comprised of three designees of the Rochester Council (all being local representatives), the PLA Administrator (with owner approval), two designees of the Board, and representatives of any Local Unions, Contractors and

Construction Managers involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through sub-committees.

SECTION 3. MINORITY/WOMEN/DISADVANTAGED BUSINESS

RECRUITMENT

The Local Unions shall actively participate in the community outreach and recruitment programs established to achieve the goal of Minority subcontractor participation of fifteen percent (15%), women's subcontractor participation of five percent (5%), small business participation of five percent (5%) and Disadvantaged business participation of two percent (2%).

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. CLOSE COOPERATION

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a local 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. IMPORTANCE TO ALL PARTIES

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

SECTION 3. PROCEDURE

Any question or dispute arising out of and during the term of this Agreement

(other than trade jurisdictional disputes) will 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 will, through the Local Union business representative or job steward and 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 aggrieved. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor and the Prime Contractor, if the involved Contractor is a Sub-Contractor will meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the involved Contractor will keep the meeting minutes and will respond to the Union representative in writing (copying the Prime Contractor) at the conclusion of the meeting, but by no 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 the Prime Contractor or any Contractor have a dispute with the other party (excepting jurisdictional disputes) and, 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 will meet within seven (7) working days of referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes will 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.

Step 3:

(a) If the grievance has been submitted but not resolved under Step 2, either party may request in writing within seven (7) calendar days thereafter that the grievance be submitted to Douglas Bantle, Robert Rabin, or James Gross, who will act, alternately, as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association will govern the conduct of the arbitration hearing, at which all Step 2 participants will be parties. The decision of the Arbitrator will be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations will be borne equally by the involved Contractor and Local Union(s).

(b) Failure of the grieving party to adhere to the time limits herein will render the grievance null and void. These time limits may be extended only by written consent of the involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator will have the authority to make decisions only on the issues presented to him and will not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 4. PARTICIPATION BY PLA ADMINISTRATOR AND BOARD

The PLA Administrator and the Board will 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. ASSIGNMENT

The assignment of the 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. PROCEDURE FOR SETTLEMENT OF DISPUTES

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.

SECTION 3. NO INTERFERENCE WITH WORK

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. PRE-JOB CONFERENCE

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

ARTICLE 11- WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to the provisions of this Agreement, all covered employees will 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 and applicable Davis-Bacon wage determination, if any. Recognizing, however, that special conditions may exist or occur on the Project, the parties may, by mutual agreement, establish rates and/or hours for one or more classifications that differ from the prevailing wage and/or those in the agreements contained in Schedule A. Parties to such agreements will include the PLA Administrator, the Contractor involved, the Local Unions involved and the Rochester Council.

SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS

A. Unless expressly provided differently in this Agreement, Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 or Davis-Bacon schedule then in effect. Contributions to Industry Promotion, Education Training and similar funds are not required unless expressly allowed under Section 220.

Except as provided below and in Section 2B, the Contractors agree that such payments will be made to those established, jointly-trusteed employee benefit funds designated in Schedule A, to the extent such payments are required by and satisfy the Section 220 obligation. Bona fide jointly-trusteed 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. The difference, if any, between the Section 220 amount required to be paid and those Schedule A benefit fund contributions which qualify under Section 220 shall be paid to the employee in cash. Under no circumstances is a Contractor required to pay benefits except as required under Section 220 or otherwise explicitly required by this Agreement.

B. Notwithstanding Section 2A, Contractors who designate employees pursuant to Article 4, Section 2B, and who maintain bona fide private benefit plans that satisfy the requirements of Section 220 of the Labor Law, may, at their option, satisfy the above obligation by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220) or by electing to pay into the applicable jointly-trusteed funds designated on Schedule A. The total benefit payments to be made by a Contractor must equal the total Section 220 supplement amount and any shortfall must be paid by a cash supplement to the employee. This same option will apply with respect to any other employee who is referred to the Contractor through the hiring hall process, provided such employee was previously employed by the Contractor and was a participant in a bona fide private benefit plan maintained by the Contractor that satisfies the requirements of Section 220.

C. Contractors who exercise the option under Section 2B of this Article to pay into their own private benefit plans rather than the applicable jointly-trusteed funds

designated at Schedule A will be responsible for and guarantee employee benefit/supplement payments, and will indemnify and hold harmless the jointly-trusted funds designated in Schedule A against any and all benefit/supplement claims by its employees

D. Contractors who contribute to jointly-trusted funds under this Section agree to be bound by the written terms of the applicable trust agreements (the “Trust Agreements”). The Trust Agreements specify how payments are to be paid into, and benefits paid out of, such trust funds (the “Trust Funds”), but only with regard to work done on this Project and only for employees eligible for such benefit payments. Notwithstanding the foregoing, a Contractor’s liability will be at all times limited to the amount of contributions required to be made to the Trust Funds.

E. Each Contractor will be responsible for and guarantee the payment of all required fringe benefits on the Project. The applicable Union will notify the Board of any contribution delinquencies by a Contractor or subcontractor within fifteen (15) days of the payments being due to the applicable fund. The notification may be made by letter, fax or email. If written notice of such a delinquency is received within the fifteen (15) day period, the Board will withhold from any funds due that Contractor the delinquent amount, up to the total amount due the Contractor and/or subcontractor, until the dispute has been resolved. The Board and the PLA Administrator will have no other obligation with respect to contributions owed by any Contractor or subcontractor. If notice of a delinquency is not received within the fifteen (15) day period, the Board will have no obligation to withhold any amount.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week will be a Five-Day work week: Monday - Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day for a total of 40 hours of work per week at straight time rates.

The Board or its designee, at its sole discretion, may modify the work week per one of the following schedules:

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

(2) The Board or its designee may select a schedule that changes day by day with notice.

B. The day shift will commence between the hours of 6:00 a.m. and 9:00 a.m. and will end between the hours of 2:30 p.m. and 7:30 p.m. The Board or its designee will designate starting and quitting times for all trades to occur at the Project Site.

C. Scheduling - The Board or its designee will schedule either a five-day or four-day work week and work day hours consistent with Project requirements, the Project schedule and minimization of public inconvenience and Board operations. The schedule may be modified to be trade specific. When conditions beyond the control of the Contractor, including but not limited to weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, or when a holiday falls during a regularly scheduled work day and is not worked, the Contractor, with approval of the Board or its designee, may schedule work on a Friday, Saturday and/or

Sunday (where the standard work week consists of four 10-hour days) or on a Saturday and/or Sunday (where the standard work week consists of five 8-hour days) during the calendar week in which a workday was lost, at straight time pay (except that Sundays will be at double time or “at two times the regular rate of pay”), provided that the employees involved have not otherwise worked more than 40 hours during that work week. If the employees involved have worked more than 40 hours during that work week, they will receive time and one half pay for the hours worked in excess of 40. Provided the Union is able to refer sufficient personnel to meet a Contractor’s make-up needs, an individual employee will not be penalized for an occasional inability to work a Saturday or Sunday make-up day.

D. Notice – The Board or its designee will provide 24 hours prior notice (or such lesser notice as mutually agreed) to the Local Union involved as to the work week and work hour schedules (including any changes in the work schedule) to be worked.

SECTION 2. OVERTIME/PREMIUM PAY

Subject to Section 1, overtime and/or premium pay for hours worked outside of the standard work week and work day, described in Section 1 A above, will be paid in accordance with the applicable Schedule A. Overtime/premium pay will not exceed 1 ½ times the regular rate, except that Sundays will be paid at 2 times the base rate. The Contractor will have the unrestricted right to schedule overtime and, on a non-discriminatory basis, designate the employees to be worked. There will be no pyramiding of overtime/premium pay under any circumstances. The Contractor will 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 Project schedules and existing Project conditions, including the minimization of interference with District operations 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 PLA Administrator, and must be scheduled with not less than five work days notice to the Local Union.

B. Second and/or Third Shifts – To the extent permitted by law, there will be no additional pay (“shift differential”) for work by the craft during second shift (normally starting between 2 p.m. and 8 p.m.) and/or third shift (normally starting between 10 p.m. and 2 a.m.). There will be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24- hour day and only actual hours worked will be paid.

C. Flexible Starting Times – Subject to the notice requirements of Section A and with approval of the Board or its designee, the Contractor will adjust shift starting times as necessary to fulfill Project requirements. The Contractor can create special shifts outside normal shift hours, if necessary to facilitate construction and minimize traffic congestion problems.

D: Four Tens - When working a four-day work week, the standard work day will consist of 10 hours of 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.

SECTION 4. HOLIDAYS

A. Schedule - There will be 6 recognized unpaid holidays on the

Project:

New Years Day

Labor Day

Memorial Day

Thanksgiving Day

Fourth of July

Christmas Day

The parties will observe these holidays on the dates designated by the Board.

B. Payment – Each applicable Schedule A will set forth the premium pay for work performed on a recognized holiday.

C. Exclusivity – Only the holidays listed in Section 4A above will be recognized or observed.

SECTION 5. REPORTING PAY

A. In lieu of reporting or similar pay provided in Schedule A, the Contractor will pay the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both, for employees who report to the work location pursuant to the regular schedule and who are not provided with work or whose work is terminated early by a Contractor. No compensation will be paid for weather-related events. The Contractor will treat the allowance for travel costs as wages and include it 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 will receive pay for actual hours worked, with a minimum guarantee of 1 hour at the employee's straight time rate.

C. Employees will be paid only for actual time worked when they leave the job or work location of their own volition, are discharged for cause or are not

working as a result of the Contractor's use of Section 7 below.

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

E. There will be no pay for time not actually worked, except as specifically set forth in this Article 12.

SECTION 6. PAYMENT OF WAGES

A. Payday – The Contractor will pay employees at the job site by 3 p.m. on Thursdays by a check drawn on a New York bank with branches located within commuting distance of the job site. Where necessary, an out-of-town Contractor, with the approval of the PLA Administrator and upon advance notice to the Unions, may establish a Friday morning payday, provided Friday is typically a scheduled work day. In the event that a Friday falls on a bank holiday, paychecks will be issued on Wednesday of that week. Not more than one week's wages will be held back as retainage in any pay period. The Contractor will include paycheck stubs with its name and business address and an itemization of deductions from gross wages.

B. Termination - For employees who are laid off or discharged for cause, the Contractor will pay the employee in full any amounts owing at the time of termination and provide the employee with a written statement setting forth the date of layoff or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may suspend all or a portion of the Project Work if necessary for the safety of employees or others and/or the protection of property. The Contractor will

pay employees for actual time worked. When a Contractor requests that employees remain at the job site available for work, it will pay employees for “stand-by” time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

A Contractor will pay no less than 8 hours wages for a day on which an employee who, after commencing work, suffers a work-related injury or disability. Further, the Contractor will rehire the employee at such time the employee is able to return to duties, provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize “brassing” or other systems to check employees in and out.

SECTION 10. MEAL PERIOD

A Contractor will schedule an unpaid meal 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 that coordinates the meal periods of two or more crafts. For an employee required to work through the meal period, a Contractor will compensate the employee 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 and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio of not less than twenty-five percent (25%) of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. The first person assigned to the job shall be a Journeyman. The second person assigned may be an apprentice. Subsequent assignments shall be Journeymen until the applicable ratio is achieved. This assignment shall be repeated until staffing needs are satisfied. Apprentices and such other classifications as are appropriate will be employed in a manner consistent with the provisions of the appropriate Schedule A.

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 and women are afforded every opportunity to participate in apprenticeship programs that result in the placement of apprentices on this Project. In addition, up to 50% of the apprentices placed on this Project

may be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort. These workers may be delivered under a "Direct Entry" designation or by use of a Department of Labor Waiver.

Notwithstanding the foregoing paragraph, all apprentices shall be selected and retained in compliance with Section 9(E) of the City of Rochester and the Board of Education of the City School District of the City of Rochester school facilities modernization program act.

SECTION 3. HELMETS TO HARDHATS

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

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

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and Board mandated safety requirements are at all times maintained on the Project, and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor, the Board and the District from injury or harm. Failure to do so may be grounds for discipline, including discharge. Prevention of accidents at the site is the responsibility of the Contractors, its employees, subcontractors and suppliers, persons, and entities at the site. The Contractors will establish their own programs implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction. The PLA Administrator is not responsible for identifying unsafe practices, and the PLA Administrator's failure to stop the Contractors' unsafe practices will not relieve the Contractors of the responsibility therefor.

SECTION 2. CONTRACTOR RULES

The Contractors will establish reasonable safety, security, and visitor rules for the Project and publish and post such rules in conspicuous places. Employees covered by this Agreement will at all times be bound by such rules.

SECTION 3. INSPECTIONS

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

ARTICLE 15 - 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. Contractors, Local Unions and the New York State Department of Labor may establish special procedures 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. Nothing in this section will be grievable.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

The PLA Administrator and/or the Contractors will establish from time to time such reasonable Project rules (which may include pre-hire and post-hire alcohol and/or drug testing rules, including but not limited to post-accident testing, applicable to all covered employees, provided those rules utilize testing procedures and standards comparable to those contained in U.S. Department of Labor CDL regulations) as are appropriate for the good order of the Project. These rules will be explained at the pre-job

conference (if then existing) and posted at the Project Site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations will be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct will 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 will perform any of the work of the trade. There will 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

The craft foreperson or general foreperson will supervise the work of employees.

SECTION 4. TRAVEL ALLOWANCES

There will 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 WORKDAY

Employees will 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.

SECTION 6. ENGINEERS AND MASTER MECHANICS

A Contractor need not employ a master mechanic (as such term is defined in one or more of the agreements comprising Schedule A, a “Master Mechanic”) unless and until that Contractor regularly employs more than 15 engineers (as such term is defined in one or more of the agreements comprising Schedule A, the “Engineers”) (excluding Oilers) on a shift. The Master Mechanic will operate equipment on the same basis as any other Engineer until such time as the Contractor regularly employees more than twenty (20) Engineers (excluding Oilers) on a shift.

SECTION 7. MANDATORY PRE-JOB CONFERENCE

The Contractors and all subcontractors agree to meet with the Union for a mandatory pre-job conference(s) prior to the commencement of work on the Project. At a minimum, the Contractors will provide the Unions with the names of all subcontractors before said subcontractors start work.

SECTION 8. INDUSTRY TRAINING/ADVANCEMENT FUNDS

With the exception of payments expressly allowed under Section 220, any payment required under any collective bargaining agreement that would otherwise be applicable to this Agreement for industry training/advancement funds or other payments separate and apart from wages and fringe benefits will be null and void.

ARTICLE 17 - COOPERATION

To the fullest 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 PLA Administrator, the Contractors and the Unions will cooperate in seeking any New York State Department of

Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 18 - 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 will be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement will remain in full force and effect, to the extent allowed by law, for contracts already bid and/or 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 entered into in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Board's bid specifications or any other action taken by the Board or any Contractor requiring that a Contractor become a 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, will be rendered, temporarily or permanently, null and void. In such event, this Agreement will 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 entered into 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 Board, the PLA Administrator, any Contractor, nor any signatory Union will 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 will be awarded on the basis of the specification issued unless that specification has been enjoined or otherwise ruled unlawful, in which case the award, if any, will be in accordance with any applicable court order.

SECTION 4. NON-WAIVER

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

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. To the extent applicable to the Project, Schedule A to this Agreement will continue in effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements set forth on Schedule A notify the PLA Administrator in writing of any mutually agreed upon changes to any of such agreements and their effective dates. Such changes, including changes in wage and benefit/supplement rates, will 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 (i) are less favorable than those uniformly

required of contractors for construction work, other than this Project, normally covered by those agreements or (ii) may be construed to apply exclusively, or predominantly, to work covered by this Project 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 will 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 the Project by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor will 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 26 day of ~~February~~^{April}, 2012.

For: Project Labor Agreement Administrator

BY: Thomas H. Ryan, Program Director

FOR THE BUILDING & CONSTRUCTION TRADES

ROCHESTER BUILDING & CONSTRUCTION TRADES COUNCIL

BY: David A. Young, PRESIDENT
(Name/Title)

FOR THE LOCAL UNIONS

INTERNATIONAL ASSOCIATION OF MILLWRIGHTS LOCAL NO. 1163

BY: [Signature]
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRICKLAYERS & MASONS, LOCAL NO.3

BY: Anthony Olive SPECTOR.
(Name/Title)

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL NO. 276

BY: Don Boehm COUNCIL REPRESENTATIVE
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 86

BY: David Young BUSINESS MANAGER
(Name/Title)

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKS LOCAL NO. 677

BY: [Signature] DIRECTOR OPERATIONS
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS LOCAL NO. 33

BY: Michael Atterberg Bus/Man
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 435

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 832

BY: _____
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES LOCAL NO. 150

BY: _____
(Name/Title)

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL NO. 13

BY: _____
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 22

BY: Tom Bolick
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 46

BY: _____
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 435

BY: Daniel J. Bunt Sec./Pres.
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 832

BY: Paul Adams District Manager
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES LOCAL NO. 150

BY: Edell Palmer Business Rep.
(Name/Title)

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL NO. 13

BY: W. Kurt Bus. Mgr.
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 22

BY: _____
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 46

BY: Joseph P. Leone
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS LOCAL NO. 118

BY: Eugene Adams Peoples
(Name/Title)

Insulators & Allied Workers Bez
INTERNATIONAL UNION OF ~~ASBESTOS WORKERS~~ & INSULATORS LOCAL 26

BY: Ben *Business Manager*
(Name/Title)

276 ~~200~~ UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL
REPRESENTING PILE DRIVERS, DOCK BUILDERS, DIVERS, TRESTLE, CRIB
AND BREAKWATER BUILDERS

BY: Daryl Belevin *Council Representative*
(Name/Title)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS LOCAL 7

BY: Daniel J DeCurl
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL UNION 669

BY: John W Hays BA
(Name/Title)

Abatement Removers Local 12A

BY: James Soto *Organizer*

SCHEDULE A

- INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS and BOILERMAKERS EMPLOYERS ASSOCIATION OF BUFFALO, NEW YORK AND VICINITY

- BRICKLAYERS AND ALLIED CRAFTWORKERS OF THE LOCAL NO. 3, NEW YORK ITHACA, ROCHESTER, AND BUFFALO CHAPTERS May 1, 2007 – April 30, 2012
- ROCHESTER CARPENTERS LOCAL UNION ²⁷⁶~~25~~ OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA and CONSTRUCTION INDUSTRY ASSOCIATION OF ROCHESTER, NY INC.

- LOCAL UNION #86, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and ROCHESTER NY CHAPTER, NECA INC. May 26, 2008 – May 27, 2012
- THYSSENKRUPP ELEVATOR CORPORATION and THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2007 - July 8, 2012
- GLAZIERS & GLASS WORKERS LOCAL UNION #677 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO May 1, 2009 - April 30, 2014
- INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 26 ROCHESTER, NEW YORK and THE MASTER INSULATORS ASSOCIATION OF ROCHESTER, NEW YORK June 1, 2011 - May 31, 2013
- IRON WORKERS UPSTATE LOCALS OF NEW YORK AND VICINITY, CONSISTING OF INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS LOCAL UNION No 33, 9, 440, 6, AND 12 and UPSTATE IRON WORKERS EMPLOYERS ASSOCIATION, INC. May 1, 2009 - April 30, 2012
- LOCAL UNION NO. 435 LABORERS INTERNATIONAL UNION OF NORTH AMERICA and the CONSTRUCTION INDUSTRY ASSOCIATION OF ROCHESTER, N.Y., INC. AND CERTAIN INDEPENDENT CONTRACTORS March 26, 2009 - April 30, 2014
- INTERNATIONAL UNION OF OPERATING ENGINEERS OF ROCHESTER, NEW YORK LOCAL UNION 832, 832a, 832b, 832r, and CONSTRUCTION INDUSTRY

ASSOCIATION OF ROCHESTER, N.Y. INC. May 1, 2010 - April 30, 2012

- PAINTERS DISTRICT COUNCIL #4 AFFILIATED WITH THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES (I.U.P.A.T.) May 1, 2007 - April 30, 2012
- LOCAL UNION No 13 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA and MECHANICAL CONTRACTORS ASSOCIATION OF ROCHESTER, INC. May 1, 2011 - April 30, 2015
- ROOFING CONTRACTORS Of The ROOFING CONTRACTORS INDUSTRY FUND OF ROCHESTER, NY and LOCAL UNION #22 Of The UNITED UNION OF ROOFERS, WATERPROOFERS And ALLIED WORKERS May 31, 2010 - June 1, 2014
- LOCAL UNION #46 SHEET METAL WORKERS INTERNATIONAL ASSOCIATION and SHEET METAL CONTRACTORS OF SMACNA-ROCHESTER, INC. May 4, 2009 - May 4, 2014
- NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION 669 April 1, 2010 - April 1, 2013

SCHEDULE B

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 between the Gilbane Building Company, as PLA Administrator, the Rochester Building & Construction Trades Council and the signatory Unions to be utilized on the Rochester Joint Schools Construction Board Rochester Schools Modernization Program – Phase One.

The undersigned Contractor or 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 will be binding on the undersigned Contractor to the same degree as though it signed the Project Labor Agreement.

The Letter of Assent will become effective and binding upon the undersigned Contractor or Subcontractor (Contractor) and said Unions this ___ day of February, 2012, and will remain in full force and effect through the completion of the project.

NAME OF CONTRACTOR/SUBCONTRACTOR

By: _____

Title: _____

Date: _____

SCHEDULE C

**WAIVER OF EMPLOYEE BENEFIT CONTRIBUTIONS
Concerning the Project Labor Agreement Covering
the Rochester Joint Schools Construction Board
Rochester Schools Modernization Program – Phase One**

Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement covering the Rochester Joint Schools Construction Board Rochester Schools Modernization Program - Phase One, I am hereby waiving the right to payment on my behalf of contributions into one or more of the applicable jointly trusteed funds designated on Schedule A and, in lieu of such payments and benefit coverage, am requesting and directing that I receive an equivalent amount of such benefit payments in cash.

Date: _____

Signature: _____

SIDE LETTER OF AGREEMENT
To the Project Labor Agreement Covering the
Rochester Joint Schools Construction Board
Rochester Schools Modernization Program - Phase One

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement covering the Rochester Joint Schools Construction Board Facilities Modernization Program - Phase One ("PLA"), entered into on the 26 day of ~~February~~, 2012, to the same extent as if incorporated therein. APM

Notwithstanding Article 4, Section 2 of the PLA, or any provision of that agreement, and to the full extent permitted by law, the Contractor may designate subcontractors, who have been identified in the Contractor's approved Minority/Women/Disadvantaged/Small Business Utilization Plan and whose subcontracts in total represent approximately 15% for minority businesses, 5% for women's businesses, 2% for disadvantaged businesses, and 5% for small businesses, as exempt from the hiring hall referral procedure of Article 4, Section 2, and instead that subcontractor may use its existing employees as follows:

1. Such subcontractors having average annual billings of less than one million (\$1,000,000) over the last three fiscal years may use three of its existing employees first and, thereafter, the hiring hall requirements of Article 4, Section 2 will apply one (hiring hall referral) and one (subcontractor's employee) until the requirements for that craft are met.

2. Such subcontractors having average annual billings of greater than one million (\$1,000,000) over the last three fiscal years may use one of its existing employees first and, thereafter, the hiring hall requirements of Article 4, Section 2 will apply one (hiring hall referral) and one (subcontractor's employee) until the requirements for that craft are met.

For purposes of applying this exemption to individual subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the Contractor's approved Minority/Women/Disadvantaged/Small Business Utilization Plan. This provision will not be used if the resulting participation totally excludes or completely prevents a building trades craft discipline from participating.

Notwithstanding the prior paragraph, any Contractor, Prime Contractor or subcontractor that qualifies for either of the above exemptions can choose to use the hiring hall referral procedure of Article 4, Section 2.

Notwithstanding Article 11, Section 2A of the PLA, subcontractors that

qualify for an Exemption may satisfy the benefit obligations of the PLA with respect to their existing employees by electing to pay into one or more of the applicable jointly trusteed funds designated on Schedule A to the PLA or by paying those employees an equivalent amount in cash (to the extent otherwise permitted by Section 220 of the Labor Law). In the event payments are made in cash in lieu of benefit coverage, employees will be required to sign a waiver in the form attached as Schedule C to the PLA.

In the event a reduction in force is required, employees will be laid off in the reverse order in which they were hired, unless they possess special skills and/or experience that cannot reasonably be met by another employee, as determined by the Contractor in its sole discretion.

Any disputes arising under this Side Letter of Agreement are subject to Article 7 (Work Stoppages and Lock Outs) and Article 9 (Grievance and Arbitration Procedure) of the PLA.

Agreed to this 26 day of ~~February~~ ^{April}, 2012:

Project Labor Agreement Administrator

By: Thomas H. Ryan, Program Director

FOR THE BUILDING & CONSTRUCTION TRADES

ROCHESTER BUILDING & CONSTRUCTION TRADES COUNCIL

BY: David A. Young, PRESIDENT
(Name/Title)

FOR THE LOCAL UNIONS

INTERNATIONAL ASSOCIATION OF MILLWRIGHTS LOCAL NO. 1163

BY: [Signature]
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRICKLAYERS & MASONS, LOCAL NO. 3

BY: Anthony Oliva SEC/Treas.
(Name/Title)

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL NO. 276

BY: Dave Beaton COUNCIL REPRESENTATIVE
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 86

BY: David Young BUSINESS MANAGER
(Name/Title)

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKS LOCAL NO. 677

BY: Paul Allert Director of Operations
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS LOCAL NO. 33

BY: Michael Altonberg Bus Man.
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 435

BY: Daniel G. Burt Sec. TREAS.
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 832

BY: Paul J. A. Kim
District Manager
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES LOCAL NO. 150

BY: Paul Peterson Business Rep
(Name/Title)

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL NO. 13

BY: Mark Bus. Mgr.
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 22

BY: _____
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 46

BY: Joseph P. Leone
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 435

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BY: _____
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BY: Tom Belluck
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 46

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS LOCAL NO. 118

BY: Eugene Albert Jones
(Name/Title)

Insulators & Allied Workers BA

INTERNATIONAL UNION OF ~~ASBESTOS WORKERS~~ & INSULATORS LOCAL 26

BY: B. E. Business Manager
(Name/Title)

276 UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL
~~20~~ REPRESENTING PILE DRIVERS, DOCK BUILDERS, DIVERS, TRESTLE, CRIB
AND BREAKWATER BUILDERS

BY: Dave Berlin COUNCIL REPRESENTATIVE
(Name/Title)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS LOCAL 7

BY: Daniel DeCub
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL UNION 669

BY: John W. Hays BA
(Name/Title)

Abatement Remover local 12A

By: *Jaim Soto organizer*