

Schenectady County Nursing Facility Project Labor Agreement

ARTICLE I PURPOSE

This Agreement is entered into this ___ day of _____ 2012, by and between, BBL Construction Services, LLC as agent for the County of Schenectady, its successors or assigns (hereinafter “Project Manager” or “Construction Manager”) and the Greater Capital Region Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated Local Unions on behalf of themselves and their members, and whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the “Union” or “Unions,” with respect to the Construction of the Schenectady County New Glendale Skilled Nursing Home.

The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Manager when it performs construction work within the scope of this Agreement. Where specific reference to BBL Construction Services, LLC as agent for the County of Schenectady alone is intended, the term “Project Manager” or “Construction Manager” is used.

The Parties to the Project Labor Agreement acknowledge that the construction of the Project (as defined below) is important to the development of the local and state economy. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this Project, to encourage close cooperation between the

Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Manager, who have contracts awarded for such work on the Project.

The Project is defined as follows: Schenectady County New Glendale Skilled Nursing Home.

It is agreed that the Project Manager, acting as an agent for Schenectady County, shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment B) prior to commencing work. The Project Manager, as an agent for Schenectady County, shall assure compliance with this Agreement by the Contractors. It is further agreed that where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and the National Agreement of The International Union of Elevator Constructors,

with the exception of Article V, VI, and VII of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Manager nor any contractor will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties and their successors/assignees hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Manager have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. All contractors or sub-contractors of any tier prior to bidding such work shall have a registered NYS Apprenticeship program for the appropriate scope and type of work.

Section 6. All trades will be responsible for cleanup of their debris. General clean-up as designated by the Construction Manager, will be by Laborers.

Section 7. The general on-site moving of materials by the use of a Lull or similar equipment shall be operated by the Operating Engineers.

Section 8. This Agreement commences April 2, 2012, and shall remain in effect for the duration of the Project.

Section 9. The Owner, Project Manager and Unions recognize the need to promote opportunities for local MBE and WBE contractors and sub-contractors and will strive to achieve a 10% MBE and a 5% WBE goal for each trade.

Section 10. Items specifically excluded from the scope of this Agreement include but are not limited to the following:

- a) all offsite work of any kind to include delivery of off-site fabrications and materials;
- b) Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual

employees, and all professional, engineering, administrative and management persons;

c) Employees of the Project Manager;

d) Employees engaged in geophysical testing;

e) Employees engaged in laboratory, specialty testing, inspections or surveying, or any other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the Owner, the Project Manager or any other professional consultants, are covered by this Agreement);

f) Employees engaged in ancillary Project work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads;

g) Employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for delivery of and pick up of materials or supplies at the Project site (teamsters shall not be required to drive such vehicles) except in the case of deliveries of dirt, stone, concrete or other aggregates, which teamsters shall drive to the Project site;

h) All employees of the Owner;

i) Vendors contracted directly to the Owner, including, but not limited to: movers, telephone and computer vendors, cabling and technology vendors, beds and specialty equipment, except office furniture;

j) Persons engaged in on-site equipment start-up, training and equipment warranty work.

Section 11. The provisions of this Project Agreement shall not apply to Schenectady County (the "Owner") except as noted below, and nothing contained herein shall be construed to prohibit or restrict Schenectady County or its employees from performing work not covered or specifically excluded by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Manager or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Manager or Contractor(s) are directed by the Owner to engage in repairs, modifications, check-out required by its contract with the Owner during the term of this Agreement. For purposes of Article V, the Owner shall be deemed a third party beneficiary of this Agreement.

Section 12. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 13. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractors or any employer.

Section 14. This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the AFL-CIO Building and Construction Trades Department; (2) the NYS BCTC; (3) signed by the GCRBCTC President on behalf of its member unions, having jurisdiction over the Project work; (4) the Agreement is formally approved by Schenectady County Legislature; and (5) the Agreement is signed by the Project Manager.

ARTICLE III UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2.

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 below) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the Contractors shall have the sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off; and the sole right to reject any applicant referred by a Local. 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. The Local Unions agree to use best efforts to refer qualified employees who reside within the

Schenectady County area, whenever possible.

B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local 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 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 of the 270 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic functions of the applicable trade.

No more than twenty (20) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons may be included in this 20 percent. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals will furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1)-(4) above.

The first five employees per Contractor by craft -- four of whom shall be obtained through the Local Unions' job referral system and hiring hall -- may be obtained in the sequence determined by the Contractor. Thereafter, the 6th, 7th and 8th employees per Contractor by craft shall be obtained through the Local Unions' job referral system and hiring halls; the 9th employee may be requested under the special provisions set forth above; and so on.

Section 3. The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

Section 4. 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 period of time which they are performing on site Project work and only to the extent of tendering payment of the applicable agency shop fee or union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated

against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payments will be received by the Unions as an agency shop fee.

ARTICLE IV MANAGEMENT RIGHTS

The Project Manager and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V WORK STOPPAGES AND LOCKOUTS

Section 1. No Strikes - No Lock Outs

There shall be no strikes, sympathy strikes, picketing, work stoppages, slow-downs, handbilling, demonstrations or other disruptive activity at the Project for any reason by the Union or employee against any Contractor, employer or Project Manager while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the Project. 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 is a violation of this Article. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and renovation on the Project for the duration of this

Agreement.

Section 2. Discharge for Violation

a) A Contractor may discharge any employee violating Section 1, above, and any such employees will not be eligible thereafter for referral under this Agreement for a period of Ninety (90) days.

b) Any Union or Local Union which initiates or participates in a strike, picketing, work stoppages, slow-down or other disruptive activity in violation of this Article, or which recognizes or supports such activity by another Union or Local Union, agrees as a remedy for said violation to pay liquidated damages in accordance with the following subsection.

c) The Union and/or Local Union shall pay liquidated damages to the Owner, in the sum of Five Thousand (\$5,000.00) Dollars per shift for each shift that the Union and/or Local Union is found to have violated this Article by engaging in a strike, picketing, work-stoppage, slow-down or other disruptive activity in violation of this Article during the term of this Agreement or which recognizes or supports such activity by another Union or Local Union.

d) The Contractor shall pay liquidated damages to the Union and/or Local Union in the sum of Five Thousand (\$5,000.00) Dollars per shift for each shift that the Contractor is found to have violated this Article by engaging in a lock-out violation of this Article during the term of this Agreement.

Section 3. Termination of Agreement

Any strike, picketing, work stoppage, slow-down or other disruptive activity by a Union or Local Union during the term of this Agreement shall constitute a breach of this Article and permit the Project Manager and/or Owner at its discretion to declare this Agreement null and void as of the date of the

strike, picketing, work stoppage, slow-down or other disruptive activity, without regard to Article VI below.

Section 4. Notification

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notifications to the Greater Capital Region Council, NYS Council, Local Union, Project Manager and the Department. The district or area council, NYS Council, the Project Manager and the Department 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 district or area council, the BCTD Department or the NYS Council complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

Section 5. 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 Len Kershaw, Jeffrey M. Selchick or Tom Hines, who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and if a Local Union is alleged to be in violation, its International, the Department, the Greater Capital Region Council and the Project Manager.
- b) The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Project Manager, hold a hearing within 48 hours of receipt of the notice invoking this procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above.
- c) All notices pursuant to this Article must be in writing by telegraph, hand delivery or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturday or Sunday. 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 retraining such violation and shall award liquidated damages in accordance with this Article and shall 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, except for liquidated damages in accordance with this Article, which issues are

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 the Union.

Section 6. Arbitration of Discharges for Violation Procedures contained in Article VI 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 VI 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 VI DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, and continuously and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdiction and disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1.

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

(b) Should the Local Union(s) or the Project Manager or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2.

The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an

agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3.

(a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally between the Contractor and the involved Local Union(s).

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

Section 4. The Project Manager and the Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or a successor Plan,

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades

Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrences of any strike, work stoppage or slow-down of any nature, and the Contractors' assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor prior to commencing any on-site work will conduct a pre-job conference with the Greater Capital Region Building and Construction Trades Council by contacting the President at 890 Third Street, Albany, New York. The Project Manager and the Owner will be advised in advance of all such conferences and may participate if they wish. If the Project Manager is given notice by the President of the GCRBTC of a contractor who began work in violation of this paragraph the Project Manager, acting as agent for the Owner, will issue an immediate stop work order until the offending contractor complies with this provision.

ARTICLE VIII SUBCONTRACTING

The Project Manager agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE IX HELMETS TO HARDHATS

Section 1. The employers 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 Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter the "Center") and the

Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE X
HOURS OF WORK, PREMIUM PAYMENTS,
SHIFTS AND HOLIDAYS

Section 1. Work Week and Work Day

1. The standard work week will consist of five days Monday - Friday eight hours per day, plus 1/2 hour unpaid lunch period each day, or a four day 10 hour work week Monday- Thursday plus 1/2 hour unpaid lunch period each day. Any work beyond the eight hour or ten hour work day will be paid in accordance with Article X, Section 2 below.
2. Scheduling - The Project Manager shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with the Project requirements, and the Project schedule.
3. Notice - Contractors shall provide not less than 5 days prior written 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 outside of the standard work week and workday, described in Section 1 above, shall be paid in accordance with the applicable Schedule A. There shall be no pyramiding of overtime pay under any circumstances. The Project Manager shall have the right to schedule work so as to minimize overtime.

Section 3. Holidays

1. Schedule - There shall be 6 recognized holidays on the Project:

New Years Day, Labor 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.

2. No payment shall be made for holidays.
3. Exclusivity - No holidays other than those listed in Section 3-1 above shall be recognized or observed.

Section 4. Reporting Pay/Early Termination

1. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor shall receive a minimum of two (2) hours pay. Employees who start work and labor for more than two hours shall be paid for actual hours worked.
2. 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 a minimum guarantee of two (2) hours pay or actual hours worked whichever is greater.
3. 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 Project Manager’s invocation of Section 7 below, they shall be paid only for the actual time worked.
4. There shall be no pay for time not actually worked except as specifically set forth in this Article.
5. Employees shall not be deemed to have reported to work until they pass through the gate designated by the Project Manager.

Section 6. Payment of Wages

1. 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 end of the scheduled workday on Thursdays. In the event that the following Friday is a legal holiday, paychecks will 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.
2. Termination - Employees who are laid off 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 or Other Work Suspension - The Project Manager, acting as agent for the Owner, may, for reasons deemed essential to Project business, suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when the Project Manager 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 electronic time cards at the gate to check employees in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 10. Meal Period

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor, with approval of Project Manager, may, for efficiency of operation, establish a schedule, which coordinates the meal periods of two or more crafts. An employee shall not be required or suffered to work through the meal period.

Section 11. Break Periods

There will be no organized rest periods, organized coffee breaks or other nonworking time established during working hours. Individual beverage containers will be permitted at the employee's work location. There will be no food or drink other than water allowed within the building area.

Section 12. Other Work Rules

There will be no use of tobacco products on the Owner's property. Violation of smoking restrictions, food restrictions or other designated Protocols established to maintain the cleanliness of the facility will result in dismissal from the job-site.

The Project Manager reserves the right to issue work rules regarding safety and other rules for the good order and functioning of the Project. These rules will be explained at the pre-job conference/orientation (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 shall be grounds for discipline, including discharge.

ARTICLE XI WAGE AND BENEFITS

Section 1. Classification and Base Hourly Rate

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for the respective job classifications specified in the attached Schedule A. The term "straight time" in this Agreement shall mean the hourly wage rate applicable for each job classification.

Separate from Schedule A shall be a Wage and Benefit Rate Sheet. This Rate Sheet will contain the most current and complete information regarding Wage and Benefits.

Section 2. Employee Benefits

- a) The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds and Industry Funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining agreements during the life of this Agreement may be added.
- b) However, Contractors who designate employees pursuant to Article 3, Section 2B, and who maintain bona fide private benefit plans which satisfy the requirements of the Internal Revenue Code, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans or by electing to pay the applicable jointly trusteed funds designated on Schedule A on their behalf, at the Contractor's option. The total benefit payments to be made by a Contractor on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit Sheet referred to in Section 1 of this Article and any shortfall must be paid by cash supplement to the employee. This same option shall apply with respect to any other employee who is referred to the

Contractor through the hiring hall process provided such employee was previously employed by the Contractor and was a participant in a bona fide private benefit plan maintained by the Contractor and which satisfies the requirements of the Internal Revenue Code.

c) The Contractor agrees to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit payments.

Section 3. Each contractor shall be responsible for and guarantee the payment of all required fringe benefits on the Project. Prior to the Owner issuing a payment to a Contractor (on behalf of the Contractor or its subcontractor) for Project work, the Owner will notify the applicable union and any fund to which that Contractor or subcontractor is contributing that a payment will be issued that Contractor or subcontractor. Notification, which may be by fax, will provide that the fund has 48 hours from the time the fax is sent in which to advise the Owner of any current contribution delinquencies for that Contractor or subcontractor. If written notice of such a delinquency is received by the Owner within that 48-hour period, the Owner shall withhold from any funds due that Contractor the amount of that delinquency, up to the total amount due the Contractor and/or subcontractor, until any dispute regarding the delinquency has been resolved. The Owner shall have no other obligation with respect to contributions owed by any Contractor or subcontractor. If notice of a delinquency is not received by the Owner in response to such notice within the 48- hour period, the Owner shall have no obligation to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

ARTICLE XII APPRENTICES

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 which is customarily performed by the craft in which they are indentured.

Apprentices shall be employed at a ratio 25% greater than that spelled out in the applicable local agreements.

ARTICLE XIII DRUG AND ALCOHOL TESTING

Section 1. Drug/Alcohol Testing: Any contractor may elect to establish at their expense a drug/alcohol screen for its employees prior to the employee performing on-site work, and such testing shall be mandatory for all employees. Employees subject to drug/alcohol testing who pass the tests will receive payment for the time lost to take test but not to exceed 2 hours pay. No pay will be given to those testing positive for drugs/alcohol and they will not be permitted to retest or work on the project for a period of Ninety (90) days.

Section 2. In the discretion of the Owner, Construction Manager and/or Contractor or its duly retained consultant may also require drug/alcohol testing of employees for cause when there is a reasonable suspicion of drug or alcohol use or employee involvement in an accident or documented unsafe act on the Project, however the respective trades shop steward shall be notified prior to testing.

Section 3. This section shall supersede any inconsistent provision in a local Union Agreement.

Section 4. Contractors who establish a drug/alcohol testing shall provide the unions with the drug/alcohol written policy prior to engaging in testing. Any disputes regarding this provision will be settled in accordance with Article XIV below.

ARTICLE XIV LABOR MANAGEMENT COMMITTEE

Section 1. Subjects.

The Project Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 4) review and discuss other matters pertaining to the Project.

Section 2. Composition.

The Committee shall be comprised of three designees of the Capital Region Trades Council (all designees shall be local representatives) and the Project Manager, acting as agent of Schenectady County, and representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through mutually agreed subcommittees.

**ARTICLE XV
CHANGES TO AREA CONTRACTS**

Section 1. Changes to Area Contracts Separate from Schedule A shall be a Wage and Benefit Rate Sheet. This Rate Sheet will contain the most current and complete information regarding Wages and Benefits.

a) Any changes to the Schedule A to the applicable Wage and Benefit Sheets which are negotiated after the execution of this Agreement, shall be promptly brought to the attention of the Project Manager/Owner and will become applicable to any work performed on this Project.

b) Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article VI 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 V affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

**ARTICLE XVI
WORKERS' COMPENSATION ADR**

Section 1. The parties agree that the Project Manager, acting as agent for Schenectady County, may implement a Workers' Compensation Alternative Dispute Resolution program which is

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