



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

November 7, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, PE, Senior Distribution Engineer

A handwritten signature in dark ink, appearing to be "MJQ", is written over the name Michael J. Quinn.

Subject: Contract MP-086
Ball Pump Station Improvements – Phase-1
Project Labor Agreement
ECWA Project No. 202000177

On March 21, 2024, the Authority Board accepted the findings of the feasibility analysis to evaluate alternative contracting methods for the construction phase of the Project including the development of a Project Labor Agreement (PLA).

Currently for projects at Authority facilities (i.e. treatment plants, pump stations, etc.) the Authority is required to construct the projects using multiple contracts and multiple prime contractors. Based on the scope of work for the Ball Pump Station project, up to four prime contracts would be necessary. The feasibility study, completed by LiRo Program and Construction Management, PE, PC (LiRo), a subconsultant to Arcadis, the main engineering consultant for the project, reviewed the construction aspects of the project and the conditions under which the project will be constructed, to determine if the implementation of the PLA would satisfy the requirements of New York State Labor Law, including considerations of schedule, cost, quality of construction and avoidance of labor unrest. The findings of the study pointed to considerable benefits of the PLA development, in both, the cost of the project and facilitating of the construction process of the above-referenced project. In addition to accepting the findings of the Feasibility Study, the Board also authorized the development and negotiation of the PLA document.

The Engineering and Law Departments, with the assistance of Lippes Mathias (Authority outside council), Arcadis, and LiRo, have developed the final terms of the PLA, and negotiated the same with The Buffalo and Niagara County Building & Construction Trade Council and trade unions. The final PLA will be included in the contract documents for the Project. Note that the Authority will not be a party to the PLA. The PLA will be executed by the Unions and the selected prime contractor.

Attached please find a copy of the Project Labor Agreement for the Board's review and, if accepted, authorization to include the PLA in the Project Manual.

MJQ:jmf

Attachments

cc: L.Kowalski

CONT-MP-086-2001

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: MP-086 **Project No.:** 202000177

Project Description: Ball Pump Station Improvements Phase-1
Project Labor Agreement

Item Description:




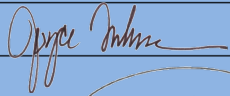

- | | | | |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input checked="" type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|---|--|-------------------------|
| <input checked="" type="checkbox"/> Sr. Distribution Engineer |  | Date: <u>11/7/2024</u> |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: <u>11/12/2024</u> |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: <u>11/12/2024</u> |
| <input type="checkbox"/> Director of Administration | _____ | Date: _____ |
| <input type="checkbox"/> Risk Manager | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: <u>11/12/2024</u> |
| <input checked="" type="checkbox"/> Legal |  | Date: <u>11/08/2024</u> |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|---|-------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>11/12/2024</u> |
|--|---|-------------------------|

Remarks: _____

Resolution Date: _____

Item No: _____

**BALL PUMP STATION
PHASE I REHABILITATION**

PROJECT LABOR AGREEMENT

Between



**The Buffalo and Niagara County
Building & Construction Trades Council**

And



Erie County Water Authority

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	5
SECTION 1. PARTIES TO THE AGREEMENT	6
ARTICLE 2 - GENERAL CONDITIONS.....	6
SECTION 1. DEFINITIONS.....	6
SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE	6
SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT	6
SECTION 4. SUPREMACY CLAUSE	7
SECTION 5. LIABILITY	7
SECTION 6. THE ERIE COUNTY WATER AUTHORITY	7
SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS AND CONTRACTORS	8
ARTICLE 3 - SCOPE OF THE AGREEMENT	8
SECTION 1. PROJECT WORK	8
SECTION 2. TIME LIMITATIONS	8
SECTION 3. EXCLUDED EMPLOYEES	9
SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES	10
ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT	10
SECTION 1. PRE-HIRE RECOGNITION.....	10
SECTION 2. UNION REFERRAL	10
SECTION 3. NON-DISCRIMINATION IN REFERRALS	11
SECTION 4. MINORITY/ FEMALE REFERRALS	12
SECTION 5. CROSS AND QUALIFIED REFERRALS	12
SECTION 6. UNION DUES.....	12
SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS	12
ARTICLE 5- UNION REPRESENTATION	13
SECTION 1. LOCAL UNION REPRESENTATIVE	13
SECTION 2. STEWARDS.....	13
SECTION 3. LAYOFF OF A STEWARD.....	13
SECTION 4. UNION STANDARDS	13
ARTICLE 6 - MANAGEMENT'S RIGHTS.....	14
SECTION 1. RESERVATION OF RIGHTS.....	14
SECTION 2. MATERIALS. METHODS & EQUIPMENT	14

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS	14
SECTION 1. NO STRIKES-NO LOCK OUT	14
SECTION 2. DISCHARGE FOR VIOLATION	15
SECTION 3. NOTIFICATION	15
SECTION 4. EXPEDITED ARBITRATION.....	15
SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION	16
ARTICLE 8 - LABOR MANAGEMENT COMMITTEE	16
SECTION 1. SUBJECTS.....	16
SECTION 2. COMPOSITION.....	16
ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE.....	16
SECTION 1. CLOSE COOPERATION	16
SECTION 2. IMPORTANCE TO ALL PARTIES	17
SECTION 3. PROCEDURE	17
SECTION 4. LIMITATION AS TO RETROACTIVITY	18
ARTICLE 10 - JURISDICTIONAL DISPUTES	18
SECTION 1. ASSIGNMENT.....	18
SECTION 2. PROCEDURE FOR SETTLEMENT OF DISPUTES	18
SECTION 3. NO INTERFERENCE OF WORK.....	18
SECTION 4. PRE-JOB CONFERENCE	18
ARTICLE 11 - WAGES AND BENEFITS.....	19
SECTION 1. CLASSIFICATION AND BASE HOURLY RATE	19
SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS	19
ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS	20
SECTION 1. WORK WEEK AND WORK DAY.....	20
SECTION 2. OVERTIME/PREMIUM PAY	21
SECTION 3. SHIFTS.....	21
SECTION 4. HOLIDAYS	21
SECTION 5. REPORTING PAY	22
SECTION 6. PAYMENT OF WAGES	22
SECTION 7. EMERGENCY WORK SUSPENSION	22
SECTION 8. INJURY/DISABILITY	22
SECTION 9. TIME KEEPING	23
SECTION 10. MEAL PERIOD	23

SECTION 11. BREAK PERIODS.....	23
ARTICLE 13 - APPRENTICES	23
SECTION 1. RATIOS.....	23
SECTION 2. DEPARTMENT OF LABOR.....	23
ARTICLE 14 - DIVERSITY.....	24
ARTICLE 15 - HELMETS TO HARDHATS.....	24
SECTION 1. UTILIZATION	24
SECTION 2. COORDINATION	24
ARTICLE 16 - SAFETY PROTECTION OF PERSON AND PROPERTY	24
SECTION 1. SAFETY AND SECURITY REQUIREMENTS	24
SECTION 2. CONTRACTOR RULES.....	24
SECTION 3. INSPECTIONS.....	25
SECTION 4. SUSPENSION OF WORK.....	25
ARTICLE 17 - NO DISCRIMINATION	25
SECTION 1. COOPERATIVE EFFORTS	25
SECTION 2. LANGUAGE OF AGREEMENT	25
ARTICLE 18 - GENERAL TERMS.....	25
SECTION 1. PROJECT RULES	25
SECTION 2. TOOLS OF THE TRADE	25
SECTION 3. SUPERVISION.....	25
SECTION 4. TRAVEL ALLOWANCES.....	26
SECTION 5. FULL WORKDAY.....	26
ARTICLE 19- COOPERATION	26
ARTICLE 20 - SAVINGS AND SEPARABILITY	26
SECTION 1. THIS AGREEMENT.....	26
SECTION 2. THE BID SPECIFICATIONS.....	26
SECTION 3. NON-LIABILITY	26
SECTION 4. NON-WAIVER	27
ARTICLE 21 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS.....	27
SECTION 1. CHANGES TO AREA CONTRACTS	27
SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS.....	27
SCHEDULE A - LOCAL COLLECTIVE BARGAINING AGREEMENTS.....	31
SCHEDULE B - LETTER OF ASSENT	33

**PROJECT LABOR AGREEMENT
COVERING
THE ERIE COUNTY WATER AUTHORITY
BALL PUMP STATION PHASE I REHABILITATION**

ARTICLE 1 - PREAMBLE

WHEREAS, the Erie County Water Authority (hereinafter the "Authority") has determined to construct the Ball Pump Station Phase 1 Rehabilitation Project (hereinafter the "Project"); and

WHEREAS, the Authority engaged LiRo Program and Construction Management, PE P.C. (hereinafter "LiRo") to study whether the use a Project Labor Agreement ("PLA") will best serve the interests of the Authority in obtaining the best work at the lowest possible price and addressing other considerations such as impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

WHEREAS, the Authority has determined that the use of a PLA for the Project will best serve the interest of the ratepayers in obtaining the best work at the lowest possible price and other considerations such as the impact of delay, the possibility of cost saving advantages, and labor unrest and

WHEREAS, a PLA will foster the achievement of these goals, inter alia, by:

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

WHEREAS, LiRo has determined that the Buffalo and Niagara County Building and Construction Trades Council (Council) is the appropriate representative for purposes of facilitating the negotiation of the terms of a PLA for the Project; and

WHEREAS, the Authority has reached agreement with the Council and its affiliated signatory Unions on the terms and conditions of the Agreement set forth below; and

WHEREAS, the Authority has reviewed and approved the PLA set forth below and has directed that it be included in the Contract Documents for the Project, with the requirement that the successful bidder (herein referred to as "Prime Contractor") and all levels of subcontractors, together with their respective sureties (if any), shall agree to and abide by the PLA with respect to performance of the Project work. and that any failure to comply with the PLA shall be considered a material breach of the Contract Documents, justifying the Authority among other remedies, to immediately terminate the contractor and make demand upon its surety, in conformance with the terms and conditions of the Contract Documents: and;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This Agreement is by and among (1) the Council, acting for itself and for its participating constituent local unions; (2) the Signatory Unions, acting for themselves and their members; and (3) the Contractor and subcontractors of every tier, performing work covered by this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

The Owner in this Agreement is the Authority. A local union signing this Agreement is referred to in this Agreement as a "Local Union" or "Union." The Contractor who is the successful bidder and holder of the construction contract with the Authority, including all of its subcontractors of every tier, engaged in construction work, as defined in Article 3 of this Agreement, is referred to in this Agreement as "Contractor" or "Prime Contractor". The Authority's assigned engineer of record and on-site representative(s) shall be referred to as the "Engineer". Work covered by this Agreement is defined in Article 3 and is referred to in this Agreement as "Covered Work" or "Project Work".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the Building and Construction Trades Department, AFL- CIO and signed by the Council and those Local Unions having jurisdiction over the Project Work and which are listed on the signature pages to this Agreement; (2) the Agreement is approved by the NYS Building & Construction Trades Council; (3) the Agreement is approved by National Building and Construction Trades Department, AFL-CIO; (4) the Agreement is authorized by the Authority; and (5) the construction contract inclusive of this PLA is executed by the Authority and the Contractor.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and their affiliates, the Contractor, and all subcontractors, performing on-site Project Work as defined in Article 3. The Authority shall include in any contract that it lets for performance during the term of this Agreement, a requirement that its Contractors and subcontractors, of whatever tier. become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. The covered Contractor (including subcontractors of any tier) shall execute the Letter of Assent form attached to this Agreement as Schedule

B. This Agreement shall be administered by the Prime Contractor, for the benefit of the Authority, which is an intended third-party beneficiary of this Agreement.

SECTION 4. SUPREMACY CLAUSE

This PLA, together with the local Collective Bargaining Agreements appended hereto and referred to herein as "Schedule A" represents the complete understanding with respect to the Project and supersedes any national agreement, local agreement, or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, with the exception that the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors ("National Agreements") shall apply. Notwithstanding this exception, Articles 7, 9, and 10 of this PLA shall also apply. Where a subject covered by the provisions of this PLA is also covered by a Schedule A, the provisions of this PLA shall prevail. If this PLA is silent on any matter addressed in the applicable Schedule A agreement, the Schedule A agreement shall govern. It is understood that by virtue of having become bound by this PLA, the Contractors will not be obligated to sign any other local, area, or national agreement.

Nothing In this PLA requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This PLA is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

SECTION 5. LIABILITY

The liability of the any Contractor, and the liability of the Council or any Local Unions under this PLA shall be several not joint. The Prime Contractor shall not be liable for any violations of this Agreement by any other Contractor nor shall any Contractor be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union. It is agreed there shall be no claim of Joint employer, single employe, alter-ego, or successor status between or among Owner or any Contractor or any affiliate of any of the foregoing entities. No grievance shall be brought against the Authority or Engineer under this PLA. Further, no arbitration decision or award may provide retroactivity of more than sixty (60) days prior to the date of service of a written grievance as described herein.

SECTION 6. THE ERIE COUNTY WATER AUTHORITY

The Authority shall require in the bid specifications for Project Work as defined in Article 3 that the successful bidder, and its subcontractors of whatever tier shall sign the Letter of Assent and become bound by this Agreement. Neither the Authority nor its designee or the Engineer shall be liable in any manner under this Agreement. Nothing in this Agreement shall be construed as limiting the Authority's otherwise lawful exercise of its right in determining which Contractors shall be awarded contracts for the Project. Similarly, nothing in this Agreement shall be construed as limiting the Authority's otherwise lawful exercise of its right, at any time, to terminate, delay or suspend the work, in whole or part, on the Project; provided; however, if the work is resumed it shall be resumed under the terms of this PLA; and provided further that the Authority may undertake any of the work itself without regard to this Agreement.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS AND CONTRACTORS

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

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1. PROJECT WORK

Subject to Section 3(C) of this Article, this Agreement shall apply to all work related to the Ball Pump Station Phase 1 Rehabilitation Project as designated by the Authority in its bid specifications and by the successful bidder in the contract documents for the Ball Pump Station Phase 1 Rehabilitation Project (herein referenced as "Project Work" or "Covered Work"). The scope of Project Work may be subject to change as this work progresses or as circumstances change, and the scope of the Contractor's work is changed. Nevertheless, the parties understand that generally included within covered Project Work will be construction of new space and renovation of existing space with all structural, architectural, mechanical, electrical, plumbing and fire protection systems along with finished site work.

To the extent there is any conflict between the above general description and the Authority's express designation of work (or the absence of any designation) in its bid specifications, the Authority's express designation (or absence of designation) shall be controlling and determinative of whether work is Project Work within the scope of this Agreement. Any work not included in the Authority's bid specifications for the Project is not covered Project Work under this Agreement.

Specifically excluded from coverage under this Agreement is: (1) all work relating to bids solicited and/or work awarded prior to the execution of this Agreement by the parties and/or approval of it by the Authority, (2) maintenance and repair work performed in the normal course of the Authority's operations; (3) any work to be completed by the Authority or any of its term maintenance contractors and/or vendors; (4) any computers, printers, monitors, data switching equipment, wireless access points which shall be installed by the Authority's personnel (except contractors would install any associated mounting hardware, brackets etc. and provide interconnecting cabling and conduit); (5) off-site work related to the Project not subject to coverage under Section 220 of the New York State Labor Law.

SECTION 2. TIME LIMITATIONS

This Agreement shall terminate when the components which comprise Project Work are completed and accepted by the Authority and/or its designee. The Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Engineer for explicit

performance under the terms of this Agreement. This Agreement may be extended by mutual written agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

Notwithstanding the provisions of Section 1 of this Article, the following persons/ entities (and the work performed by them) are not subject to the provisions of this Agreement, even though performing work on or in connection with the Project:

- A. Superintendents, supervisors (excluding general and forepersons specifically covered by a Local Union's Schedule A), engineers, inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative, and management persons;
- B. The Authority, any State or Federal agency, authority or entity or any municipality or other public employer, and any of their employees; the Authority's designee and its employees; and any operations contractor, and its employees, employed by the Authority,
- C. Entities (and their employees) engaged in off-site manufacture, modifications, repair, maintenance, assembly, handling or fabrication of Project components, the delivery or removal of materials (except ready mix concrete and all other aggregates and waste removal shall be governed by Article 3, Section 3.K below), equipment or machinery to and from site of Project Work; however, notwithstanding such, dedicated off-site work for which Section 220 of the New York State Labor Law applies and is not excluded from coverage under the PLA.
- D. Employees of the Engineer (unless they perform manual, on-site construction labor, in which case they (and the work they perform) will be covered by this Agreement).
- E. Equipment suppliers (and their employees) assisting in on-site equipment installation (where required as needed for warranty coverage) and on-site equipment warranty work, provided, however, that craft employees who have the necessary skills and certifications to perform and assist in such specialty work shall be used to the maximum extent possible:
- F. Entities (and their employees) engaged in geophysical testing;
- G. Entities (and their employees) engaged in laboratory, specialty testing, inspections, or surveying pursuant to a professional services agreement between the Authority, the Engineer, or any of the Authority's other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of the Contractor, rather than pursuant to a professional services contract with the Authority, the Engineer, or any of the Authority's professional consultants, are covered by this Agreement);
- H. Third parties (and their employees) engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, water, telephone companies. and railroads:

- I. Non-construction technical support services contracted by the Authority for the Project, not related to the construction, or wiring of such technical components; and
- J. Local deliveries to the project site of ready-mix concrete, and all other aggregates, shall not be subcontracted or assigned except to a person, firm, corporation or entity who observes the standard of wages and benefits provided by the Agreement and set out in Schedule A, with respect to such work. The removal and replacement of dumpsters shall not be subcontracted or assigned except to a person, firm, corporation, or entity who observes the standard of wages and benefits provided by the Waste Removal Agreement set out in Schedule A, with respect to such work.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Authority or its designee, the Engineer and/ or any other Contractor. The Agreement shall not apply to the Authority or its designee or any state or federal agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Authority or their employees or any Authority, or state or federal authority, agency or entity and its employees from performing on or off-site work related to the Project. The Contractor shall have the ability to perform off site work related to the Project consistent with Article 3, Section 3. As the contracts which comprise Project Work are completed and accepted by the Authority and/ or its designee, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Engineer for explicit performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

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

SECTION 2. UNION REFERRAL

A. The Contractor agrees to hire craft employees for Project Work covered by this agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the applicable Local Unions' area collective bargaining agreements (listed in Schedule A to this Agreement) and the Unions agree to provide such craft employees (including apprentices) to the Contractor on a non-discriminatory basis. Notwithstanding this, the Contractor shall have sole right to determine the competency of all referrals; the number of

employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local 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 180 calendar days prior to the contract award;
- (4) have the ability to safely perform the basic functions of the applicable trade.

It is understood that the first two employees per subcontractor by craft shall be obtained through the Local Union's job referral system and hiring halls: the 3rd employee may be requested under special provisions set forth above. This process of two and one shall continue until the crew requirements for that craft are met.

The two and one process will be followed by the Contractors and all subcontractors except a New York State certified MBE or WBE subcontractor who is not a signatory to a collective bargaining agreement in Schedule A and who has a contract of \$500,000 or less. Such a subcontractor may hire one (1) journeyman employee referred by the affected trade or craft and then may hire one (1) core employee who is employed by the subcontractor and shall repeat the process, one and one until there is a crew of ten for that craft, thereafter, such subcontractor shall follow the procedure set forth above for all other subcontractors.

No more than twelve percent (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on the same basis.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council, on behalf of the local unions, represent that the Local's hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY/ FEMALE REFERRALS

The Council, on behalf of the local unions, represent that the Locals recognize and acknowledge that Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Authority's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions 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

Each contractor shall be responsible for and guarantee the payment of all remittance to the appropriate Local Union of the applicable union dues payable by its employees working on the Project. The Local Unions and/ or the Council shall notify the Prime Contractor and the Authority within 15 calendar days whenever the Contractor or any subcontractor fails to make a required payment. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the Contractor within that 15-calendar day period, the Contractor shall notify the Prime Contractor and the Authority immediately, but in any case, within 24 hours. If the Authority or the Engineer receives notice of a delinquency by the Contractor or any subcontractor, the Authority may and the Contractor shall withhold from any payment, based upon the work of the delinquent Contractor and/ or subcontractor, the amount of that delinquency, up to the total amount due until any dispute regarding the delinquency has been resolved. The Authority and the Engineer shall have no other obligation with respect to contributions owed by the Contractor (or its subcontractor). If notice of a delinquency is not received by the Authority or the Prime Contractor within the required time periods, the Authority and the Contractor shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

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

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate in writing (copy to the Prime Contractor and subcontractor involved and the Authority or its designee) one representative or designated alternate, and/ or the Business Manager, who shall be afforded reasonable access to Project Work with prior notice to the Prime Contractor and/ or subcontractor. Such access shall in no way interfere with Project Work.

SECTION 2. STEWARDS

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

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, nor the amount of overtime to be worked except pursuant to a Schedule "A" CBA provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

The Contractor agrees to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

SECTION 4. UNION STANDARDS

The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members. Therefore, to the extent the work is defined as Project Work under Article 3, Section 1 and defined as covered work under the attached Schedule A's the parties agree that work under this Agreement may be contracted or subcontracted for off-site work only if the employees of that contractor or subcontractor enjoy the same or greater wages and benefits than employees of the appropriate trade employed on Project Work, and under no circumstances shall employees engaged in the off-site fabrication work where it is defined as covered work by an attached Schedule A receive wages and benefits less than that required by this Agreement and its annexed local agreements including, but not limited to, wages, fringe benefits, and any other economic benefits provided therein. The parties recognize and acknowledge that this provision is a legitimate union standards clause and shall be interpreted, applied, or enforced so as not to violate Section 8(e) of the NLRA. Disputes, if any, with regard

to the interpretation, application and or enforcement of this provision shall be subject to the grievance procedure set forth in Article 9, herein.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, the Contractor retains full and exclusive authority for the management of their operations including, but not limited to the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable work rules and, the requirement, timing and number of employees to be utilized for overtime work. No means, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor) and/ or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS. METHODS & EQUIPMENT

There shall be no limitation or restriction under this Agreement upon the Contractor's choice of materials. techniques, methods. technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre- fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices.

The Contractor may, without restriction under this Agreement, install or use materials, supplies or equipment regardless of their source. Except as provided in Article 3, Section 3, the on-site installation, or application of such items shall be performed by the craft having jurisdiction over this work; provided, however, even then it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site except as may be imposed by law.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations, or other disruptive activity at or in proximity to any location where Project Work is performed for any reason by any Union or employee against the Authority or its designee, Engineer, or Contractor or other employer while performing any work at that site.

There shall be no other Union or employee activity related to Project Work which disrupts or interferes with the operation of any Authority facility or function wherever located. Failure of any Union or employee to cross any picket line or banner line established by any union, signatory or non-signatory to this Agreement, or the picket, banner or demonstration line of any other organization, at or in proximity to the Project Site or any other site where Project Work is performed or could be adversely affected is a violation of this Article. There shall be no lockout in connection with Project Work by the signatory Contractor and subcontractors. Contractor and Unions shall take all steps necessary to ensure compliance

with this Section, and to ensure uninterrupted construction, the free flow of traffic in, out and around the Project Site and/or any other Project Work site, and unimpeded operation of the Authority's facilities and functions for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

The Contractor may discharge any employee violating Section 1 above, and any such employee will not be eligible thereafter for referral under this Agreement.

SECTION 3. NOTIFICATION

If the Contractor contends that any Union has violated this Article, it will notify the Council with copies of the notification to the Local Union. The Council shall instruct, order, and otherwise use their best efforts to cause the employees and Local Unions to immediately cease and desist from any violation of this Article. If the Council complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

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

A. A party invoking this procedure shall notify designated Arbitrators under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 48 hours of notice, the next Arbitrator on the list shall be called. If for any reason none of the foregoing are available, the Contractor and Council shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its international affiliate, the Council, the Prime Contractor and the Authority.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, and the Contractor, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice required by Section 3, above. Any hearing shall be held in Buffalo, New York at a location chosen by the contractor unless the parties mutually agree otherwise.

C. All notices pursuant to this Article may be by telephone, hand delivery, or email, confirmed by overnight delivery to the Arbitrator, Contractor, Council and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours in 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 I, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease-and-Desist Award restraining such violation and serve copies on the Contractor, Council and Union involved. The Arbitrator shall have no

authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 5 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, the Contractor and any subcontractor involved. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractor and Unions to whom they accrue,

G. The fees and expenses of the Arbitrator shall be equally divided between the involved parties.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

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

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Project Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractor, subcontractors 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 equal employment opportunity matters pertaining to the Project Work.

SECTION 2. COMPOSITION

The Committee shall be comprised of three designees of the Council and three designees of the Authority, and representatives of the Local Unions, Contractor and subcontractors involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. CLOSE COOPERATION

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

SECTION 2. IMPORTANCE TO ALL PARTIES

The Contractor, subcontractors, 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. PROCEDURE

Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes and disputes arising from Article 7, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When an employee subject to the provisions of this Agreement feels aggrieved by a claimed violation of the Agreement, the employee shall, through his or her Local Union business representative or job steward, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. To be timely, such notice of grievance must be given within five (5) working days. The business representative of the Local Union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. If the matter is not resolved 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 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 parties will use, on a rotating basis, the assigned arbitrators. If for any reasons none of the foregoing are available, the Contractor and Council shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision

of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s). Any hearing will be held in Buffalo, New York unless the parties mutually agree otherwise.

(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 the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The Prime Contractor and the Authority shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

SECTION 4. LIMITATION AS TO RETROACTIVITY

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

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. ASSIGNMENT

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 National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "National Plan") or any successor Plan approved by the Building & Construction Trades Department, AFL-CIO.

SECTION 2. PROCEDURE FOR SETTLEMENT OF DISPUTES

All jurisdictional disputes involving Project Work between or among 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, subcontractors, and Unions parties to this Agreement with respect to Project Work.

SECTION 3. NO INTERFERENCE OF 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

The Contractor (or subcontractor of any tier) will conduct a pre-job conference with the council prior to commencing work. The Authority will be advised in advance of all such conferences and may participate if they wish.

In conjunction with the pre-job conference, the Contractor shall identify all subcontractors and indicate what trades will be used to perform the Project work. This form shall be submitted to the Council at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to the Proposed Trade Assignment of either the Contractor or subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Contractor or subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to the provisions of this Agreement, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for those classifications as required by the applicable New York State Labor Law Section 220 prevailing wage determination.

SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS

A. Unless expressly provided differently in this Agreement, the Contractor (and all subcontractors) agree to pay employee benefits/ supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Schedule A so long as they are consistent with the Section 220 schedule in effect. Except as provided below and in Article 11 Section 2B, the Contractor agrees that such payments shall be made to those established jointly trustee employee benefit funds designated in Schedule A, and in the amounts so designated, to the extent such payments are required by and satisfy the Section 220 obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. 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 Article 11 Section 2A, the Contractor and subcontractors who designate employees pursuant to Article 4 Section 2B, may satisfy the above benefit obligation with respect to those employees by:

(i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by including the full amount of such benefit in the employee's wages. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article and must be consistent with the requirements of Section 220, and any shortfall must be included in the employee's wages.

The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any contractor providing coverage to Article 4, Section 4.2B employees under private benefit plans will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.

C. Contractor/ subcontractors who exercise the option under Article 11 Section 2B of this Article to pay into their own private benefit plans rather than the applicable jointly trustee funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trustee funds designated in Schedule A against any and all benefit/supplement claims by its employees.

D. Contractor/ subcontractors who contribute to jointly trustee funds under this Section agree to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work and only for those employees to whom this Agreement requires such benefit payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.

E. Contractor/ subcontractors shall be responsible for and guarantee the payment of all required fringe benefits for Project Work. The Prime Contractor shall notify the applicable Union upon submittal of any application for payment to the Authority. Notification, which may be by fax or email at the numbers and addresses to be provided by the Unions to the Contractor prior to commencement of any Project Work, and which may be revised from time to time by giving notice to the other Party, will provide that the fund has 48 hours from the time the fax or email is sent in which to advise the Prime Contractor of any current contribution delinquencies for that Contractor or subcontractor. If written notice of such a delinquency is received by the Prime Contractor within that 48-hour period, the Authority may withhold from any payment due the Contractor and/ or subcontractor 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. If notice of a delinquency is not received by the Prime Contractor within the required time periods, the Authority shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

F. Any payment otherwise required under any CBA with the exception of those expressly required under Section 220 separate and apart from wages and fringe benefits shall not be required.

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

SECTION 1. WORK WEEK AND WORKDAY

A. The standard work week shall consist of 40 hours of work at straight time rates Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period each day. Notwithstanding any other provision of this Agreement, a Contractor may schedule a four-day work week, 10 hours per day ("4/10") at straight time rates, plus a ½ hour unpaid lunch. Work on Saturdays to make up for time lost due to weather or other unavoidable events shall be straight time.

B. The Day Shift shall normally commence between the hours of 6:00 am. and 9:00 am., although there may be times when the Authority or Contractor may require the day shift to start as early as 5:00 a.m. Starting and quitting times shall occur at the site as designated by the Contractor.

C. Work on Saturdays to make up for time lost due to weather or other unavoidable events shall be straight time.

D. Notice - The Contractor shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME/PREMIUM PAY

Unless provided differently in this Agreement, overtime and/or premium pay for hours outside of the standard work week and work day, described in Section 1 above, shall be paid in accordance with the applicable Schedule A (or where there is no applicable Schedule A then as required by the wage and supplement schedule under New York State Labor Law Section 220), except that overtime/premium pay shall not exceed 1 and 1/2 times the base rate for any hours worked Monday through Saturday. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. "There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 4 below.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work by the Prime Contractor shall remain flexible in order to meet Project schedules and existing conditions. It is not necessary to work a day shift in order to schedule a second or third shift. Any combination of shifts may be used (including only a second shift or only a third shift.) Shifts must have prior approval of the Contractor and must be scheduled with not less than five workdays notice to the Local Union.

B. Second and/or Third Shifts – The second shift, where applicable, shall start between 3:00 p.m. and 6:00 p.m., and third shift, if applicable, shall commence between the hours of 11:00 p.m. and 2:00 a.m. and in each case, shall be paid the lesser of shift differential contained in the Schedule A agreement or the differential required by Section 220. There shall 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 - The foregoing shift starting times can be adjusted by the Contractor, as necessary to fulfill Project requirements, subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

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

- | | |
|--------------------|-----------------|
| - New Year's Day | - Memorial Day |
| - Fourth of July | - Labor Day |
| - Thanksgiving Day | - 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 Saturday shall be observed on the preceding Friday and those which occur on Sunday shall be observed on the following Monday.

B. Payment - There shall be no payment for holidays if not worked. Any premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

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

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both. (Such payment is in lieu of any reporting or similar pay provided for in an applicable Schedule A). The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate, unless overtime rates otherwise apply.

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

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

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

SECTION 6. PAYMENT OF WAGES

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

B. Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

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

SECTION 8. INJURY/ DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired when medically cleared to return to work and able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

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

SECTION 10. MEAL PERIOD

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

SECTION 11. BREAK PERIODS

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

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, the Contractor and subcontractors 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 (and such other appropriate classifications as are contained in the applicable Schedule A) may be utilized in a ratio not to exceed 33% of the work force by craft. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The Local Unions shall maintain sufficient apprenticeship slots to meet Project Work needs.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractor in attaining a maximum effort in connection with Project Work, the Unions agree to work in close cooperation with, and accept monitoring by the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - DIVERSITY

The Unions and Contractor recognize the importance of fostering participation and growth of Minority/Women Owned Business Enterprise (M/WBE) and agree that they will work cooperatively with the Authority in support of its M/WBE utilization goal that is contained in the specifications for the Project. This cooperation includes using good faith efforts in working with the Authority to participate in informational recruitment seminars and other such activities as scheduled by the Authority as well as active individual Contractor outreach to encourage participation. The Unions agree that their good faith enrollment goals for all apprenticeship classes will be 20% minority, and 5% women as permitted by New York State Department of Labor procedures.

ARTICLE 15 - HELMETS TO HARDHATS

SECTION 1. UTILIZATION

The Contractor 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 Contractor and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2. COORDINATION

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

ARTICLE 16 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY AND SECURITY REQUIREMENTS

The Contractor will ensure that applicable OSHA mandated and Contractor supplied Project Safety Program requirements, are at all times maintained and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner, subject to required security protocols, and protect themselves and the property of the Contractor and the Authority from injury or harm. Failure to do so may be grounds for discipline, including discharge. The Contractor(s) shall provide and maintain adequate supplies of drinking water and sanitary facilities for all employees.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times also be bound by the reasonable safety, security, and visitor rules as established by the Prime Contractor and/ or the Authority. Such rules will be published and posted in conspicuous places throughout the work site.

SECTION 3. INSPECTIONS

The Authority or its designee, Prime Contractor, and other contractors and subcontractors retain the right to inspect the Project Work and incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

SECTION 4. SUSPENSION OF WORK

The Prime Contractor or the Authority may suspend all or a portion of work to protect the life and safety of an employee. In such cases, employees will be compensated for only the actual time worked; provided, however, that where a contractor requests employee to remain at the site and available for work, the employees will be compensated for their standby time at their base hourly rate of pay including fringe benefits.

ARTICLE 17 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractor 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, gender identity and expression, or any other status protected by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 18 - GENERAL TERMS

SECTION 1. PROJECT RULES

The Contractor shall establish from time to time such reasonable work rules (which may include pre-hire and post-hire drug testing rules) as are appropriate for the good order of the Project Work. These rules will be explained at the pre-job conference (if then existing) and posted at the site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

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

SECTION 5. FULL WORKDAY

Employees shall be at their work area at the starting time established by the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

ARTICLE 19- COOPERATION

To the extent permitted by law, the parties intend for the provisions of this Agreement to control in the event of a conflict between this Agreement and any provision of New York State Labor Law. Towards that end, the Authority, Engineer, Contractor, and the Unions will cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 20 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined on either on an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts or work 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 to discuss a potential substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

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

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Authority, Engineer, Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court

order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other retroactive action will be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification issued unless those specifications have been enjoined or otherwise ruled unlawful, in which case the award, if any shall be based on the specification as modified to meet any applicable court order.

SECTION 4. NON-WAIVER

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

ARTICLE 21 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

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

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

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2024.

BY : _____
(Name/Title)

FOR THE BUFFALO AND NIAGRA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

BY : _____
(Name/Title)

FOR THE LOCAL UNIONS

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO. 4

BY: _____
(Name/Title)

BOILERMAKERS' UNION DISTRICT 7

BY: _____
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 3

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 41

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL NO. 6

BY: _____
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 210

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 17

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 17

BY: _____
(Name/Title) ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY
LOCAL 22**

BY: _____
(Name/Title)
UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 74

BY: _____
(Name/Title)
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 71

BY: _____
(Name/Title)
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO. 449

BY: _____
(Name/Title)
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 14

BY: _____
(Name/Title)
DISTRICT COUNCIL NO. 4 GLAZIERS

BY: _____
(Name/Title)
DISTRICT COUNCIL NO. 4 PAINTERS

BY: _____
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: _____
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: _____
(Name/Title)

NORTHEAST REGIONAL COUNCIL OF CARPENTERS, LOCAL 276

BY: _____
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION LOCAL #9

BY: _____
(Name/Title)

CEMENT MASONS LOCAL 111

BY: _____
(Name/Title)

SCHEDULE A - LOCAL COLLECTIVE BARGAINING AGREEMENTS

- THE BOILERMAKERS EMPLOYERS ASSOCIATION OF BUFFALO, NEW YORK AND VICINITY AND SIGNATORY CONTRACTORS and INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS LOCAL LODDGE #7
- BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 3, NEW YORK and CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION
- THE CONSTRUCTION INDUSTRY ASSOCIATION OF ROCHESTER and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 3, NEW YORK
- THE ASSOCIATIONS and the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
- LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
- CEMENT MASONS LOCAL UNION NO. 11 I and THE BUILDING INDUSTRY EMPLOYERS' ASSOCIATION.
- LOCAL UNION NO. 41 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and WESTERN NEW YORK STATE CHAPTER N.E.C.A., INC. BUFFALO DIVISION
- ELEVATOR CONTRACTORS OF AMERICA and THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
- INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES OF AMERICA & CANADA AFL-CIO DISTRICT COUNCIL #4 GLAZIERS ARCHITECTURAL METAL & GLASSWORKERS OF WESTERN NEW YORK and WNY GLAZIERS & GLASSWORKERS EMPLOYER ASSOCIATION & INDEPENDENT CONTRACTORS
- INSULATION CONTRACTORS OF WESTERN NEW YORK and LOCAL NO. 4 INTERNATIONAL ASSOCIATION OF HEAT AND FROST UNSULATORS AND ALLIED WORKERS BUFFALO, NEW YORK
- THE 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.
- LOCAL UNION NO. 210 LABORERS INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO and THE EMPLOYER

- MILLWRIGHTS LOCAL UNION 1163 and THE EASTERN MILLWRIGHT REGIONAL COUNCIL
- INDEPENDENT BUILDING CONTRACTORS OF WNY and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 17, 17A, 178, 17RA
- INDEPENDENT HEAVY AND HIGHWAY CONTRACTORS OF WNY and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 17
- INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNIONS 17,463, & 158, and INDEPENDENT EMPLOYERS
- PAINTERS DISTRICT COUNCIL #4 and INDEPENDENT CONTRACTORS OF ROCHESTER, NEW YORK
- PLASTERS & CEMENT MASON LOCAL UNION 9
- WESTERN NEW YORK ASSOCIATION OF PLUMBING AND MECHANICAL CONTRACTORS and LOCAL UNION NO. 22 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND STEAM FITTING INDUSTRY OF THE UNITED STATES AND CANADA
- LOCAL 74 UNITED UNION OF ROOFERS, WATERPROOFERS, AND ALLIED WORKERS and THE SIGNATORY CONTRACTORS OF ROOFERS LOCAL 74
- EMPLOYERS and INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS LOCAL UNION NO. 71
- NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS' LOCAL UNION 669
- LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF AMERICA NEW YORK STATE CHAPTER, INC and TRUCK DRIVERS LOCAL UNION NO. 449

SCHEDULE B - LETTER OF ASSENT

This is to certify that the undersigned Contractor:

1. has examined a copy of the Project Labor Agreement negotiated with the Building and Construction Trades Council of Buffalo, New York and Vicinity. AFL-CIO and the signatory Unions for use on the Authority Ball Pump Station Phase 1 Rehabilitation Project.
2. on behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing, or which are later made hereto;
3. has no commitments or agreements which would preclude its full compliance with the terms and conditions of this Project Labor Agreement; and
4. agrees to secure from any contractor(s) which is or becomes a subcontractor(s), a duly executed Letter of Assent in a form identical to this document prior to commencement of any work.

Name of Contractor:

By: _____

Title: _____

Date: _____