

Staff Operations Item 1



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

March 8, 2024

To: Terrence D. McCracken, Secretary to the Authority

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

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

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

On September 20, 2023, the Authority Board approved Amendment No. 2 to the Professional Services Agreement with Arcadis for the Ball Pumping Station Improvements Project (Project). Amendment No. 2 included additional Special Services funding to conduct a feasibility study 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, pumping 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 Pumping Station project, up to four prime contracts would be necessary. At this time, the only alternative contracting method available to the Authority would be to include a PLA in the construction contract. In general, the PLA lays out the terms and conditions under which a project must be administered in order to allow for a single prime contract model. The use of a PLA is only admissible if it can be shown that there will be cost savings to the project.

The first step in the process is the development of a feasibility study. The intent of this study is to review 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. Historically PLAs have led to cost savings through promoting work site harmony; preventing costly delays associated with strikes and lockouts; providing an expedited resolution mechanism for labor and jurisdictional conflicts; providing uniform work schedules, consistent work hours and overtime provisions; and insuring that qualified skilled trade workers are used by the trades involved in the project. In addition, the Single Prime contract model will streamline the administration of the Project for the Authority's project team, making it less time consuming with essentially one point of contact and responsibility with the construction contractor.

As outlined briefly above, in order to evaluate the benefits of a PLA for the Project, Arcadis with the assistance of a subconsultant, LiRo Program and Construction Management, PE P.C. (LiRo) completed the attached Feasibility Study (Study). During the Study, LiRo evaluated a number of factors which can impact the cost and success or failure of a project including:

- Construction Schedule
- Trade Labor Requirements
- Certification and Training Requirements

- Construction and Site Safety
- Delay Impacts
- Security of the Facility
- Cost Savings
- Quality Standards
- Standardization of Working Conditions
- Affirmative Action Requirements
- History of Labor Issues

During the Study, LiRo reviewed each of the factors in detail and determined that the project meets the criteria under which the use of a PLA is warranted and favors the development and implementation of a PLA for the Project. In summary, the Study presented the following conclusions:

- Construction trades in New York are highly unionized and participate in many public works construction projects in the region. The Union trades' participation with open shop trades could impact job progress, however, this potential impact is eliminated by a PLA.
- Due to the number of trades that will be involved in this Project, a potential for jurisdictional disputes exists. This issue is mitigated by the PLA.
- PLAs promote the competitive bidding process ensuring the lowest cost for the best quality workmanship. This is accomplished by ensuring all bidders are using the same labor basis for their estimate and bid.
- The use of a qualified and trained labor force is imperative on this Project and is assured by a PLA.
- The PLA will eliminate the potential for strikes and other labor action during construction. There is the potential for labor action on the Project since there are collective bargaining agreements that will expire during the construction timeframe. For the Project, time is of the essence and any work stoppages will adversely impact the construction schedule.
- The PLA will standardize work hours and key labor requirements and will allow for bidding the project as a single prime contract.

The Authority Engineering and Law Departments as well as Arcadis have thoroughly reviewed the Study and concur with the findings. As such it is requested that the Board review the Study and officially state their concurrence with the findings. Assuming that the Board agrees, it is also requested that the Board authorize the Engineering and Law Departments, with the assistance of Arcadis and LiRo, to develop the final terms of the PLA, negotiate the same with the local Building Trade Council and trade unions and include the final PLA in the contract documents for the Project.

Based on a similar PLA developed for a large project with Erie County (copy attached), the following is a list of the entities that could be parties to the PLA:

- Buffalo Building and Construction Trades Council
- International Association of Heat and Frost Insulators and Allied Workers, Local No. 4
- Boilermakers' Union District 7

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Secretary to the Authority

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- Bricklayers and Allied Craft Local No.3
- International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers Local No.6
- Construction and General Laborers' Local No.210
- International Union of Operating Engineers Local 17
- United Association of Journeymen and Apprentices of the Plumbing and Steam Fitting Industry Local 22
- United Union of Roofers, Waterproofers and Allied Workers Local No.74
- Sheetmetal Workers International Association Local No.71
- International Brotherhood of Teamsters Local 44
- District Council No. 4 Glaziers
- District Council No. 4 Painters
- Carpenters Local 276
- Millwrights Local Union 1163
- Plasterers Local 9
- Cement Masons Local 111

Next steps in the process:

- The Board accepts the findings of the feasibility study. (March 21st Board Meeting)
- The Board authorizes the Engineering and Legal Departments, with the assistance of Arcadis and LiRo to develop the terms of the PLA. (March 21st Board Meeting)
- Negotiate the PLA with the Building Trades Council and trade unions.
- Once PLA is finalized, the Board would need to authorize the use of the PLA on the Project.
- PLA is included in the Project Manual.
- Project is advertised for bidding.

MJQ:jmf

Attachments

cc: L.Kowalski

CONT-MP-086-2001

FEASIBILITY ANALYSIS

Development and Implementation of a Project Labor Agreement for the:

**ERIE COUNTY WATER AUTHORITY
PROJECT NO. 202000177/ CONTRACT MP-086
BALL PUMP STATION PHASE I REHABILITATION
Amherst, New York**



Submitted to:

ERIE COUNTY WATER AUTHORITY



November 30, 2023

Prepared by:



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FEASIBILITY ANALYSIS

Development and Implementation of a Project Labor Agreement for the:

**ERIE COUNTY WATER AUTHORITY
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BALL PUMP STATION PHASE I REHABILITATION
Amherst, New York**

EXECUTIVE SUMMARY

Pursuant to LiRo's Agreement with Arcadis, LiRo has been requested to review the scope and complexity of the Ball Pump Station Phase 1 Rehabilitation project (the "Project") in Amherst, New York for the Erie County Water Authority (ECWA), as it relates to the feasibility of developing and implementing a Project Labor Agreement (PLA). LiRo utilized the PLA recently developed for the ECDEP Southtowns AWTF Expansion project as a guide for the anticipated terms and conditions to be analyzed in this study.

Based upon our review, it is our opinion that the inclusion of a PLA would significantly enhance the construction of this project from a time, quality, and cost benefit standpoint, and will satisfy the requirements for use of a PLA contained in New York State Labor Law Section §222.

Additionally, while the analysis presented herein is specifically for the Ball Pump Station Phase 1 Rehabilitation project, it is expected that ECWA will be performing other rehabilitation projects for their facilities in the near future; this upcoming work will most likely be similar in scope and complexity to the work studied in this analysis. The determinations and recommendations included in this feasibility analysis may apply to the future projects, and utilization of the PLA developed for the Ball Pump Station project (revised as necessary) for future projects may also prove to be beneficial (see Section 7).

1. INTRODUCTION

In accordance with direction provided by Arcadis and ECWA, LiRo has investigated the feasibility of utilizing a PLA with the Buffalo and Niagara County Building & Construction Trades Council (BNCBCTC) for the Ball Pump Station Phase 1 Rehabilitation project in Amherst, New York.

The intent of the feasibility analysis is to review 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 Section 222 (2) (a) of the New York State Labor Law, including considerations of schedule, cost, quality of construction and avoidance of labor unrest. PLAs have on previous projects been of great assistance in promoting work site harmony; preventing costly delays associated with strikes and lockouts; providing an expedited resolution mechanism for labor and jurisdictional conflicts; providing uniform work schedules, consistent work hours and overtime provisions; and insuring that qualified skilled trade workers are used by the trades involved in the project.

PLAs are especially desirable on projects that incorporate aggressive and complex construction schedules with essential milestones, the extension of which would have an adverse impact on operations and/or security and cause significant hardship to the owner. PLAs also provide for an enhancement of the competitive bidding process by clarifying and solidifying the contractor/ labor relationship for the project.

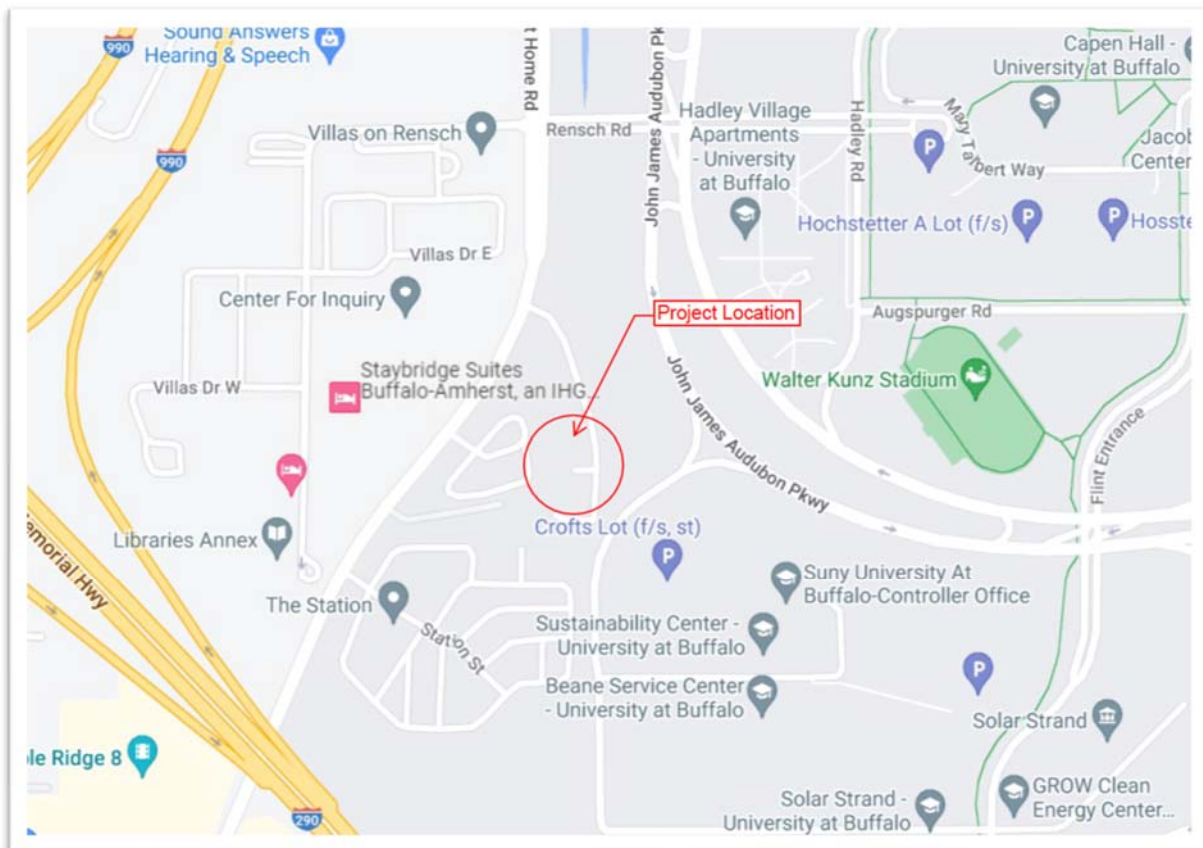
In addition, New York State Labor Law allows for the utilization of a single prime contractor on projects in which a PLA has been implemented.

The information supplied in this analysis will support the determination of whether a PLA would benefit the Project in terms of potential cost savings, schedule, duration, and quality.

2. PROJECT DESCRIPTION

This PLA Feasibility Analysis examines the Ball Pump Station Phase 1 Rehabilitation project in Amherst, New York. ECWA will issue the construction contracts and will manage the construction of the project.

The Ball Pump Station is located along the east side of Sweet Home Road, approximately ¼ mile north of I-290. The facility address is 1201 Sweet Home Road, Amherst, NY 14228. The pump station is owned and operated by the Erie County Water Authority.



The project seeks to provide an improved facility that is more reliable, resilient, energy efficient, offers operational flexibility, and is easier and safer to maintain. The scope of work for the project includes:

1. Pump System Improvements:
 - Replace all five pumps with new horizontal split-case pumps equipped with VFDs
 - Construct new conditioned room to protect VFDs from ambient temperature and humidity fluctuations
 - Replace pump suction and discharge piping in between isolation butterfly valves

- New check valves for each pump
 - Surge relief system improvements
 - Electrical improvements associated with the replacement pumps and VFDs
 - SCADA integration associated with the replacement pumps and VFDs
2. Yard Piping Improvements:
- Replace the buried 48-inch and 54-inch piping between the two water storage tanks (North and South), west of the pump station building.
 - Replace sections of the buried 60-inch inlet pipe located south of the pump station building with 48-inch piping and an additional parallel 48-inch pipe to provide redundancy
 - New parallel main and other piping improvements to remove a single point of failure of the current 48-inch transmission main east of the pump station building.
 - Replace existing concrete venturi vaults
 - New check valves within new concrete vaults on the 48-inch transmission mains from the VDWTP
3. HVAC System/ Miscellaneous Improvements
- Replace gas unit heaters, exhaust fan components, and other outdated HVAC components
 - Replace pressure reducing valve and shut-off valve on the 2-inch water supply line
 - Replace sump pumps within the three venturi meter vaults and add sump pumps to the new inlet check valve chambers
 - New instrumentation conduit between the pump station and the three venturi vaults
 - New grinder pump station to improve the sanitary sewer flow
 - New access man-door on the east side of the building near Pump 1
 - New electrical and associated controls for the HVAC equipment.

The anticipated project is scheduled to be constructed between May 2025 to March 2027 (22 months); the estimated construction cost is \$20.17M.

3. METHODOLOGY AND APPROACH

To facilitate the analysis for the potential use of a Project Labor Agreement, LiRo utilized the following information:

- LiRo's experience in managing numerous large scale public works construction projects related to water supply and sanitary facilities, wastewater treatment plants, roads and highways, bridges, tunneling, libraries, schools, courts, police and fire facilities, hospitals, municipal buildings, parking facilities, and parks.
- LiRo's experience in feasibility studies, negotiation, implementation, and administration of numerous PLAs, for projects which range in construction cost from less than \$3M to over \$1B. These projects included trades identified as participants in this ECWA Project. Our analyses revealed that terms and conditions covered in these relevant PLAs would also apply to the subject PLA. Our experience includes the following projects:
 - ECDEP- Southtowns AWTF Expansion
 - NYCDEP- Building Systems Repair/Replacement
 - NYCDEP- Replace in Kind Contracts
 - NYCDEP- Maintenance Contracts
 - NYCDEP- Various Renovation and Rehabilitation Projects (2020)
 - NYCDEP- Kensico East Connection
 - NYCDEP- Hillview Reservoir Improvements
 - NYCDEP- Ashokan Reservoir Roads
 - NYCDEP- DR-30 & DR-31 Culvert Repairs
 - NYCDEP- Arcady Road & CLGH Plaza
 - NYCDEP- Ashokan Century Program
 - NYCDDC- New Firehouse for Rescue Company 2
 - NYCDDC- Westchester Square Library
 - NYCDDC- Croton WTP Above Grade DPR Facilities
 - NYCDDC- Starlight Park Comfort Station
 - NYCDDC- EMS 50, EMS 17, Zerega Avenue EMS & Greenpoint EMS
 - NYCDDC- Far Rockaway Library
 - NYCDDC- Hunts Point Library
 - NYCDDC- 40th Precinct
 - NYCDDC- Bronx River Greenway House
 - NYC Parks- Multiple Comfort Stations
 - NYSIF- 199 Church Street Renovation
 - BPCA- Resiliency Project
 - Broad Channel Volunteer Fire Department- Headquarters & Command Center
 - DSNY- Manhattan Sanitation Garage
 - DSNY- Southwest Brooklyn Marine Transfer Station
 - DSNY- East 91st Street Marine Transfer Station
 - NYC Health & Hospitals- IQCC
 - NYSTA- Tappan Zee Bridge
 - CUNY- Baruch College

- CUNY- Lehman College
 - CUNY- Brooklyn College
 - DASNY- Court Officers Training Academy
 - DASNY- BMCC HVAC & Controls Upgrades
 - DASNY- Marshak Tower Building HVAC Upgrades Phases II and III
 - DASNY- QCC Electrical Infrastructure Renovation Ph II
 - DASNY- Louis Armstrong House Museum Education Center at Queens College
 - DASNY- LaGuardia Community College Center 3 Swing Space
 - DASNY- Medgar Evers College Library
 - DASNY- Lehman College Central Boiler & Chiller Plant
 - DASNY- Various Projects for NYC Health & Hospitals Corp, GOSR & CUNY
 - DASNY- Harlem Hospital Parking Facility
 - DASNY- South Beach Psychiatric Center
 - DASNY- NYCHA Security Improvements
 - DASNY- Life Science Laboratory, Albany NY
 - DASNY- Mid-Hudson Forensic Psychiatric Center in New Hampton
 - DASNY- Western NY Psychiatric Center and Rochester Psychiatric Center
 - NCDPW- Bay Park STP Aeration Tank Covers
 - NCDPW- Legislative Building, Mineola, NY
 - NCDPW- Family and Matrimonial Court
 - NCDPW- Nassau County Government Operations Center
 - NCDPW- Cedar Creek Wastewater Treatment Plant
 - Town of Oyster Bay- New Parking Garage, Hicksville
 - Town of North Hempstead- Clinton G Martin Park
 - Suffolk County Community College (Eastern Campus)- Learning Resource Center
 - SCDPW- Bergin Point WWTP
 - SCDPW- Riverhead Courthouse Additions and Renovations
 - SCDPW- Kings Park Sewer District #6
 - SCDPW- New Correctional Facility, Yaphank
 - SCDPW- Improvements to County Center Building, Riverhead
 - SCDPW- New Sports Park, Central Islip
 - SCDPW- H. Lee Dennison Building, Hauppauge
 - SCDPW- 6th Police Precinct, Selden
 - SCDPW- DWI Facility, Yaphank
 - Eastport South Manor School District
 - Newburgh School District
 - Yonkers School District
- LiRo's extensive experience as a Construction Manager throughout the state of New York (including Buffalo) dealing with the local Building Trades Councils and their unions.
 - Available information on previous and on-going PLA terms and conditions relevant to this Project.
 - Revisions to the New York State General Municipal Law and New York State Labor Law relevant to the utilization of PLAs.

4. FINDINGS

LiRo's analysis of the feasibility of the Project Labor Agreement for this project addresses a variety of issues and concerns inherent in the Project as a means of determining the feasibility for implementing such an agreement. Such issues include:

- Construction Schedule
- Trade Labor Requirements
- Certification and Training Requirements
- Construction and Site Safety
- Delay Impacts
- Security of the Facility
- Cost Savings
- Quality Standards
- Standardization of Working Conditions
- Affirmative Action Requirements
- History of Labor Issues

Construction Schedule- The construction schedule for this project is an aggressive, multi-phased undertaking, and is critical to water supply in the area. The Project will incorporate a fairly complex construction schedule, the essence of which will be the close coordination of contractors and trades working at the site. Critical milestones must be met to maintain the schedule. In order to maximize schedule compliance, the enlistment of a skilled and reliable workforce is imperative. The provisions of a PLA provide for the availability of the requisite skilled and reliable trades.

Trade Labor Requirements- From our review of the Project Scope, the Project complexities dictate a diverse work force requirement (see Table 2 of the Appendix). Such a diversity of trade labor performing on the project invariably results in jurisdictional disputes related to claimed work. Historically, this situation can impact not only performance, but also can result in project delays pending the resolution of disputes. Our experience indicates that the inclusion of a PLA on a project mitigates the issue by assuring that work continues concurrent with any dispute resolution. Dispute resolution is also expedited under a PLA.

Certification and Training Requirements- The requirement for a skilled workforce on the Project is not a static condition. As technology and means and methods evolve into more productive operations, it is imperative that the workforce involved in those procedures understands and is trained in those procedures. Affiliated trades typically included in a PLA receive this training and certification on a continuing basis, and coupled with the apprenticeship program, obtain the requisite field experience.

Construction and Site Safety- Performance of construction work in a safe manner and the observance of safety and security in and around the Project site is of paramount concern. A skilled labor force understands and enforces this requirement throughout the construction process. In effect, they understand the safe operation of equipment and the awareness that other personnel

on the site follow the same safety precautions. Such personnel are typically provided by the signatory trades to a PLA.

Delay Impacts- Construction delays and their associated impact on schedule compliance are inherent in construction. The potential for delays associated with trade labor on the Project relates to strikes, grievances, job actions, and jurisdictional disputes. These delays can be very lengthy and can effectively stop construction on the site. The implementation of a PLA on the Project eliminates delays associated with the performance of labor by requiring uninterrupted labor performance while disputes are resolved. Of considerable importance is the no strike provision on the job site even if the affiliated trade is on strike.

Cost Savings- PLAs have long demonstrated potential cost savings associated with labor on construction projects. Typically, PLAs incorporate standardized working conditions (i.e., starting and stopping times), standardized overtime provisions, no strike provisions, no labor disruptions, no labor actions associated with grievances or jurisdictional disputes, and expedited arbitration procedures. As detailed in Section 6 of this report, significant potential savings can be attributed to a PLA on this Project.

Quality Standards- Quality standards can only be met by a qualified workforce. Such a workforce is trained in the correct procedures, product knowledge, and testing to ensure Project quality standards are met. Effective project management coupled with a PLA provided workforce on this project will accommodate this issue.

Standardization of Working Conditions- The standardization of start/stop times, overtime, grievance procedures, disputes, etc. as embodied in a PLA, minimizes general conditions costs and the potential delay impacts associated with a diverse labor force working on the Project site.

Temporary Utilities- A costly component of any building construction/ renovation contract is the availability and maintenance of temporary utilities. Trade requirements for maintaining temporary power, heat, water, etc., can vary, and represent significant labor costs in trade coverage. PLAs typically address this issue by reviewing coverage requirements during working and non-working hours and mitigate additional costs through negotiated coverage procedures.

Standardized Holidays- The inclusion of standardized holidays allows the contractors to more efficiently plan and budget workforce requirements in meeting the project schedule and goals. Standardized holidays eliminate conflicts and costs that can occur when a particular trade must be present at the jobsite in order to maintain the project schedule when trades' holidays are not uniform.

Prevailing Wage Rate and Affirmative Action Requirements- As a public works project funded by public resources, compliance with Prevailing Wage and M/WBE requirements is required. Implementation of this compliance can be achieved by use of a PLA.

Mitigation of Labor Issues- Review of current and recently completed major public works construction projects performed in New York State indicates that many of the projects have utilized

PLAs, and labor issues which had been prevalent in the years prior to the use of PLAs have been effectively mitigated and in general, eliminated.

There have been reports, however, of job actions and labor unrest for some projects constructed without a PLA, including:

- Projects in the Western New York area, including the Catholic Health Office Building, Erie County Medical Center, Donovan Building, Buffalo Club, Green Pac, Buffalo Psychiatric Center, and Buffalo State College.
- Projects in the Central New York area, including the Tractor Supply Company distribution center build (Herkimer), Aldi (various Locations in CNY), Agrana Foods (Lysander), 300 Washington St (Syracuse), Peak Block student housing (Syracuse), and IDA/ LDC/ public gifted projects (various locations in CNY).

Examples of averted delays for projects which included a PLA include:

- Construction of the Suffolk County Multi-Purpose Health Technology Building- Labor disputes arose regarding timely payments of benefits and workforce allocation, which created the potential for job actions. These issues were resolved by arbitration provisions included in the PLA and had no impact on the project schedule. In addition, plumbing work continued on the project while the plumber's union was on strike in 2000.
- Nassau County Family and Matrimonial Court- Between 2016-2019, multiple trades documented their concerns regarding timely payment of their benefits from the project's General Contractor and their subcontractors. Although there were initial discussions of a walk- off, the trades were reminded and were understanding of the PLA requirements, and continued to work while the benefit payment issues were resolved.

Recent projects in upstate New York that have successfully implemented project labor agreements include:

- Teall/ Beach I-690 (NYSDOT) \$76M Interstate reconstruction project in Syracuse
- NYS Fair (NYSOGS) \$168M improvements and new Exposition Center in Syracuse
- Syracuse City School District Phase II Renovation \$300M
- Syracuse Airport Renovation (Syracuse Regional Aviation Authority) \$55M Terminal addition and renovation
- Utica School District \$215M Districtwide renovations
- Erie Community College New 2- Story Building at the Amherst (North) Campus

Summary of Revisions to NYS Labor Law Section 222 – Project Labor Agreements and Wicks Law Revisions

The following is a Summary of the revised provisions to the NYS Labor Law that include conditions under which Project Labor Agreements can be incorporated into Construction Contract Documents as well as exclusions for compliance with Wicks Law Provisions.

Labor Law Section 222 – Project Labor Agreements

PLA Definition. Effective on July 1, 2008, a new Section 222 was added to the NYS Labor Law entitled “Project Labor Agreements”. According to the new provision, a PLA is defined as:

A pre-hire CBA between a contractor and a bona fide building & construction trade labor organization establishing the labor organization as the collective bargaining representative for all persons who will perform work on a public works project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform project work.

PLA Criteria. Subsection 2 of the provision states that an agency may require a contractor awarded a contract/subcontract for a project to enter into a PLA when:

- a. such requirement is part of the request for proposals for the Project; and
- b. the agency determines that “its interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost savings advantages, and any local history of labor unrest, are best met by requiring a PLA.”

Exemption from Separate Specification Requirements of Wicks Law. If a PLA is required by the agency, then the project will not be subject to the separate specifications requirements of the Wicks Law.

Bonds. Contractors are required to issue payment & performance bonds.

Contractor Criteria. The agency shall consider the following items for each contractor and subcontractor in projects requiring a PLA:

- a. financial strength and organizational capacity in relation to the magnitude of work they may perform on the PLA project;
- b. record of performance on previous work;
- c. record of compliance with existing labor standards and maintaining harmonious labor relations; and
- d. commitment to work with M/WBE firms as joint venture partners and/ or subcontractors.

Apprenticeship Programs. If the PLA project is in excess of \$3 million in five boroughs of NYC, \$1.5 million in Nassau, Suffolk or Westchester, or \$500K in all other counties, then the agency must require that each contractor and subcontractor:

- a. Participate in a NYSDOL approved apprenticeship program for each trade it employs for the past three years;
- b. Have graduated at least one apprentice in the last 3 years; and
- c. Have at least one apprentice enrolled in the apprenticeship program.

Further, the contractor/subcontractor must be able to demonstrate that the apprenticeship program has made significant efforts to attract and retain minority apprentices as established by the NYSDOL for that program.

WICKS LAW REVISIONS

New Thresholds. Effective July 1, 2008, the minimum dollar thresholds for projects requiring separate specifications have been increased to:

- a. \$3 million in the five boroughs of NYC
- b. \$1.5 million in Nassau, Suffolk, and Westchester Counties; and
- c. \$500,000 in all other counties.

Non-Wicks Law Bid Requirements. If separate specs are not required (e.g., projects below the new thresholds OR projects requiring a PLA), then each bidder must prepare a separate sealed bid list of each of the following subcontractors, to be used on the project and the agreed amount to be paid to each such subcontractor for:

- a. Plumbing and gas fitting
- b. HVAC
- c. Electrical

Once the low bid is announced, the sealed list of subcontractors submitted by the low bidder will be opened. Any changes of subs or the agreed-upon amount will require the agency's approval based upon the contractor's showing of a legitimate construction need (e.g., change in project specs, change in construction material costs, change in subcontractor status, or sub has become otherwise unwilling, unable, or unavailable to perform).

Pre-Qualification. Effective July 1, 2008, agencies of any county, school district or political subdivision with populations of 50,000 or more may establish pre-qualification guidelines for bidders. If such pre-qualified bid list exists, bidding shall be restricted to those who have qualified **prior to** the receipt of bids. Pre-qualification criteria include:

- a. experience and record of performance of the bidder in the particular type of work;
- b. ability to undertake the particular type and complexity of work;
- c. records of compliance with existing labor standards and maintaining harmonious labor relations;
- d. compliance with EEO and non-discrimination laws and demonstrated commitment to working with M/WBE firms through JVs and/or subcontracts; and
- e. Experience Modification Rating (EMR) rating over the past 3 years (NOTE – no minimum thresholds were set for this criteria).

Agency must publish at least annually.

Pre-qualification lists may be established on a project-specific basis.

Pre-qualified lists must have at least five bidders, but shall remain open for new additions.

School districts or political subdivisions with populations of less than 50,000 MAY utilize the list of pre-qualified bidders maintained by the county within which such subdivision is located.

Payments to Subcontractors. Effective July 1, 2008, contractors are required to pay their subs within seven (7) calendar days after receipt of payment from the agency (reduced from 15 days). Further, the sub is entitled to interest on payments that were not made within the 7-day period.

Subcontractor Retainage. No more than 5% if the sub provides a bond; no more than 10% if the sub does not provide a bond.

General

Any schedule slippage during construction will impact project sequencing and ultimately the project completion date, and will impact the coordination of personnel and equipment moves as well as the maintenance of facility services. It is, therefore, imperative that cooperation and coordination exist among the involved trades, throughout the project. Productivity and efficiency are likewise critical in meeting this schedule. Multiple trades will be required at varying levels of manpower during construction, and to meet these requirements, a steady and available supply of skilled and schooled labor is important. According to the BNCBCTC, the local labor pool contains more than adequate numbers of skilled trade workers to meet this demand as well as other existing and anticipated project requirements during this period.

The anticipated construction schedule is premised on milestones that will require close coordination and cooperation among all contractors, staff, and construction trades involved to meet the completion date. The schedule will require the sequencing of the work in order to ensure schedule compliance and coordination with multiple trades on the projects. The contractors must

work closely and cohesively on the site, in order to have all work proceed in accordance with the schedule. To effectively manage this approach, it is imperative that the contractors understand and adhere to the integrated construction schedules for the projects. Additionally, the provisions of a PLA enable this adherence by providing uniformity in the trade/ contractor relationships.

Construction activity in and around the project site is subject to security issues and operational concerns. Close coordination of construction work is critical in this process. Unsafe and inappropriate work practices by an unskilled labor force can have an adverse impact on operations at the facilities and surrounding communities. The public may be near active work areas at various stages of the projects, exposing them to the changing site conditions. The apprenticeship training in general workplace safety, security and OSHA standards typically provided under a PLA becomes an invaluable asset to safely completing the projects.

5. ECONOMIC ANALYSIS

The PLA under consideration for the Project is expected to include language that may result in cost savings when used in lieu of standard prevailing wage rate language. The following is a review of the potential cost savings associated with specific sections typically included in PLAs developed for the region (anticipated savings for each contract package are detailed in Table 5 of the Appendix for each contract package):

1. **Article 7, Section 1- Work Stoppages and Lock Outs.** This section specifies that there will be no strikes, work stoppages, or labor disruptions of any kind. This is an important cost avoidance that assures bidders that there will be labor harmony on the jobsite during construction despite the risk of stoppages due to expiring collective bargaining agreements during the construction period (see Table 3 of the Appendix). Project savings could be realized, since there would no longer be a need for the bidders to carry an allowance to cover the costs associated with resolving delays from potential work stoppages or strikes.

Based on the project size, scope, and duration, it can be expected that a bidder would include an allowance to make up lost time due to strikes and/ or stoppages during the peak construction period as follows:

$$2 \text{ workers} \times 40 \text{ hours/year} \times 1.67 \text{ yrs} \times \$160/ \text{ hr (avg)} = \mathbf{\$21K}$$

2. **Article 10, Section 1- Jurisdictional Disputes.** This section specifies that there will be no work stoppages or any labor disruptions due to jurisdictional disputes. As with the no-strike clause, this is an important cost avoidance that assures bidders that there will be labor harmony on the jobsite during the project duration. A project of this scope is likely to have jurisdictional disputes, and potential project savings could be realized since there would no longer be a need for the bidders to carry a built- in allowance to cover the costs associated with labor disruptions/ interruptions at the work site.

Based on the project size, scope, and duration, it can be expected that a bidder would include an allowance to make up lost time due to work stoppages and/ or disruptions during the peak construction period as follows:

$$2 \text{ workers} \times 40 \text{ hours/year} \times 1.67 \text{ yrs} \times \$160/ \text{ hr (avg)} = \mathbf{\$21K}$$

3. **Article 6- Managements Rights, and Article 3- Off-site Fabrication is Excluded Work.** These articles confirm that the contractor will retain full control over the direction of the workforce with regard to schedule and worker allocation, and also allows for the contractor to utilize off-site labor and precast/ prefabricated materials (in accordance w/ the Schedule A collective bargaining agreements). Potential project savings can vary significantly based on bidders' anticipated means and methods.

Estimated potential savings based on the expectation that a bidder would have portions of the work performed off- site at a lower wage rate:

2% (work offsite) x \$12.28M (labor) x 15% avg. wage reduction= **\$37K**

4. **Article 12, Section 1- 40 Hour Work.** This section provides for a standardized 8 hour workday, and 40 hour workweek. Savings are realized since those trades which normally work a 7 hour day will now work for 8 hours, without receiving overtime pay for the additional hour. Since the trades are currently working 8 hour days, no savings are included for this section.
5. **Article 12, Section 7- Standardized Holidays per Year.** This section specifies recognized holidays, and limits the yearly number to six. Savings are realized due to reduced holiday pay for those trades which normally get more than six yearly holidays. The savings for each contract package are detailed in Table 4 of the Appendix.
6. **Article 12, Sections 4 & 5- Shifts.** This section gives contractors the ability to have work performed in shifts without penalty or premium when adequate notice is provided. This represents a potential cost savings since it allows bidders to reduce and/ or eliminate any built- in allowance that may have been carried to cover the penalty and overtime costs associated with performing shift work which may not be in concurrence with a particular CBA.

Based on the project size, scope, and duration, it can be expected that a bidder would have included an allowance to cover non-standard shift hours during the peak construction period as follows:

3 workers x 40 hours/year x 1.67 yrs x \$160/ hr (avg) = **\$32K**

7. **Article 5, Section 2- Stewards.** This section specifies that all stewards shall be working stewards, who will be performing reduced supervisory functions. This will provide for increased labor productivity. The potential savings are estimated as follows (assumes an additional hour of productivity per day from the stewards during the peak work period):

1 hr/day x 2 stewards x 400 workdays x \$160/hr (avg.) = **\$128K**

8. **Article 12, Section 10- Meal Period.** This section gives the contractor the flexibility of coordinating and/ or staggering meal periods to maintain efficiency. This represents a potential cost savings, since it allows bidders to reduce and/ or eliminate any built- in allowance that may have been carried to cover the overtime costs associated with having labor continue to work through their meal period as required for efficiency and/ or time sensitive operations.

Based on the project size, scope, and duration, it can be expected that a bidder would have included an allowance to cover work occurring through the meal period during the peak construction period as follows:

2 workers x 40 hours/year x 1.67 yrs x \$160/ hr (avg) = **\$21K**

9. **Article 11, Section 3- Waiver of Industry Funds.** This section waives the requirement of providing payment for industry promotion monies. This represents a potential cost savings, since it allows bidders to reduce and/ or eliminate any built- in allowance that may have been carried to cover the costs associated with the industry fund.

Based on the project size, scope, and duration, it can be expected that a bidder would have included an allowance to cover a percentage of the work requiring industry funds for the project as follows:

$$0.08\% \text{ savings} \times \$12.28\text{M (labor)} = \mathbf{\$10K}$$

As seen in Table 5, the total potential savings associated with utilization of a PLA is **\$293K**. This amount represents **2.4%** of the estimated labor cost for the project, and **1.5%** of the total estimated project cost.

Additional Potential Economic Benefits from the PLA (Wicks Law vs. Single Prime)

New York State Labor Law, Section 222, allows for exclusion of the separate specification requirements of the Wicks Law if a PLA is utilized by the contracting agency. This exclusion effectively allows for the bidding and subsequent award of a construction contract to a single prime contractor.

There are several inherent benefits to the award and administration of a single prime contract that benefit the Authority in this instance and will serve to enhance the success of the project. Initially, there is a single point of contact for all phases of the project including general construction (GC), mechanical (M), electrical (E), and plumbing (P), which are the typical Wicks Law specification delineations, as well as any other subcontracts on the project. Attendant with this feature are the following considerations:

- Potential reduction in change orders resulting from uncoordinated drawings across the traditional GC, M, E, and P trades.
- Reduced level of field coordination of trades for conflicts and errors and development of coordination drawings.
- Single point of compliance with front end specification requirements.
- Reduced cost of project superintendence since each major subcontractor may not have to provide full-time superintendence as is required in a multi-prime contract.
- Greater ability to remove/replace non-productive subcontractors, based upon performance.
- Elimination of potential delay claims associated with the performance of other primes on the project since they are now subcontractors to a single prime.

In addition to the typical benefits noted above, specific benefits gained by use of a single prime contractor for this Project include:

- Streamlining of coordination efforts required for the maintenance/ sequence of operations to ensure uninterrupted critical services provided by this ECWA pump station.
- Enhancement of site security by utilization of a single contractor for management of site access and egress.

The above conditions present a benefit to the owner in terms of managing and administering the project and also represent potential cost savings. Potential savings can be affected by conditions at the time of bid, including the current market conditions, competition with other projects proceeding concurrently, and the bidders' business conditions. It should be noted that bidders on a single-prime contract will mark-up (overhead and profits) not only their labor, equipment and materials, but also the associated costs of their subcontractors who likewise have included their own mark-up.

Based on previous studies performed for public works projects in the City of New York, the range of savings associated with use of single prime contracts in lieu of multi- prime has been determined to be between 4% - 10% of the overall construction costs. While a significant portion of these saving are realized as cost avoidances during the construction process, it can be expected that an actual savings, mostly due to the elimination of duplicative General Conditions requirements during peak construction periods, would be realized in the bids received as follows:

1. Reduction/ streamlining of on- site full time MEP supervisory services:

$$1 \text{ supervisor} \times 1.67 \text{ years} \times \$155,000/\text{yr (avg)} = \mathbf{\$259K}$$

2. Reduction/ streamlining of safety inspection services:

$$1 \text{ safety inspector} \times 1.67 \text{ years} \times \$150,000/\text{yr (avg)} = \mathbf{\$251K}$$

3. Consolidation of field offices:

$$1 \text{ office} \times \$1,800/\text{month} \times 20 \text{ mos} = \mathbf{\$36K}$$

As seen in Table 5, the total potential savings associated with bidding the project as a single prime contract is **\$546K**.

Should additional text be included for the maintenance/sequence of pump station operations and the increased coordination provided by a single prime contractor to keep water moving for such a critical ECWA pump station? Site access/security is paramount and having a single contractor responsible for site access will significantly enhance the site's security.

Summary of All Potential Cost Savings

Our analysis and experience have shown that standardized working conditions and terms such as work hours/week, start/finish times, holidays, overtime, etc., with experienced crafts and trades allow for effective and productive contract performance, conformance with applicable safety rules and regulations, safe and enforceable construction practice, and labor cost savings.

Based upon a total estimated cost for construction of \$20.17M, of which \$12.28M is allocated for labor, LiRo has analyzed the trade labor required for the Project, the labor costs associated with the various trades, and the anticipated savings as detailed in the Sections above. The potential savings associated with utilizing a PLA of \$293K should be realized in the bid prices submitted by the contractors for this project.

When combined with the \$546K potential savings associated with bidding the project as single prime, a total savings of **\$839K** could be realized. This represents **4.2%** of the total estimated construction cost for the project.

These cost savings are summarized in Table 5 of the Appendix.

6. RECOMMENDATIONS

This analysis has reviewed the factors that are considered when reviewing the feasibility of utilizing a PLA on a major construction project. Based upon LiRo's assessment of the Project, it is our opinion that the project meets the criteria under which the need for a PLA is based, and favors the development and implementation of a PLA.

In summary, we offer the following:

- Construction trades in New York are highly unionized and participate in many public works construction projects in the region. The Union trades' participation with open shop trades could impact job progress, however, this potential impact is eliminated by a PLA.
- Due to the number of trades that will be involved in this Project, a potential for jurisdictional disputes exists. This issue is mitigated by a PLA.
- PLAs promote the competitive bidding process ensuring the lowest cost for the best quality workmanship. This is accomplished by ensuring all bidders are using the same labor basis for their estimate and bid.
- The use of a qualified and trained labor force is imperative on this Project and is assured by a PLA. The BNCBCTC has indicated that an adequate labor pool exists to accommodate all anticipated labor force requirements for the Project.
- The PLA will eliminate the potential for strikes during construction, which could occur since there are collective bargaining agreements for trades involved in the project that will expire during the construction timeframe. It is imperative to maintain labor harmony and eliminate work stoppages in order to avoid adversely impacting the construction schedule.
- The PLA will standardize work hours and key labor requirements, and will allow for bidding the project as a single prime contract. This creates significant potential cost savings for the project, which further justifies the use of a PLA.

Accordingly, it is LiRo's conclusion that the inclusion of a Project Labor Agreement into the contract documents for the Ball Pump Station Rehabilitation project is feasible and justified, and meets all statutory requirements for use of a PLA.

7. POTENTIAL EXPANSION OF A PLA FOR USE ON OTHER ECWA PROJECTS

This feasibility analysis was prepared for the Ball Pump Station Phase 1 Rehabilitation project, and is based on the anticipated trade requirements specific for this project. It is expected that ECWA will be performing additional rehabilitation projects for their facilities in the near future, and this upcoming work will most likely be similar in scope and complexity to the work studied in this analysis. In order to streamline the process of determining the viability of utilizing a PLA for the future projects, LiRo offers the following for consideration:

- Based on the findings of this feasibility study, we anticipate that a PLA will be developed for the Ball Pump Station Phase 1 Rehabilitation project; the terms and conditions included in this Ball Pump Station PLA may also be beneficial for use on other future ECWA projects.
- Upon development of the work scope, schedule and construction costs for a future project, a short form PLA feasibility analysis can be developed to determine if it is reasonable to apply the findings and recommendations included in this feasibility analysis to the future work, and to confirm that the work would benefit should a PLA be utilized.
- Upon ECWA determination that a PLA should be utilized for the future project, a document can be developed that details the specific revisions required to allow the Ball Pump Station PLA to be applicable for the future project. Upon agreement of the changes to be made, the document can be executed by the ECWA and BNCBCTC.

While the preceding is conceptual in nature, LiRo has successfully developed amendments for PLA's for large scale public works projects for both Nassau County DPW and Suffolk County DPW utilizing procedures similar to the above. The actual steps required to develop feasibility studies and PLA's for future ECWA projects may vary based on the requirements of the ECWA and BNCBCTC.

Appendix A – Tables

- Table 1: Project Budget Summary
- Table 2: Distribution of Labor Costs by Trade
- Table 3: Collective Bargaining Union Agreements
- Table 4: Potential Savings Due to Standardized Annual Holidays
- Table 5: Summary of All Potential Savings



PROJECT LABOR AGREEMENT
ERIE COUNTY WATER AUTHORITY
BALL PUMP STATION - PHASE 1 REHABILITATION
TABLE 1: PROJECT BUDGET SUMMARY

Estimated Construction Cost *			
Item	Total	Mat'l/Eqpt Cost	Labor Cost
GENERAL CONSTRUCTION	\$14,577,988	\$5,649,799	\$8,928,190
PLUMBING	\$44,182	\$17,672	\$26,510
HVAC	\$1,167,806	\$467,122	\$700,684
ELECTRICAL	\$4,380,024	\$1,752,010	\$2,628,014
GRAND TOTAL =	\$20,170,000	\$7,886,603	\$12,283,397

* Based on Arcadis 90% Design Estimate dated 9/13/22



**PROJECT LABOR AGREEMENT
 ERIE COUNTY WATER AUTHORITY
 BALL PUMP STATION - PHASE 1 REHABILITATION**

TABLE 2: Distribution Of Labor Costs By Trade

Item	Labor Cost	Asbestos Handler			Bricklayer			Carpenter			Cement Mason		
		%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.
GENERAL CONSTRUCTION	\$8,928,190	1.01%	\$90,047	79	0.21%	\$18,979	233	2.5%	\$222,172	2,974	0.93%	\$82,947	1,039
PLUMBING	\$26,510												
MECHANICAL	\$700,684												
ELECTRICAL	\$2,628,014												
TOTALS=	\$12,283,397		\$90,047	79		\$18,979	233		\$222,172	2,974		\$82,947	1,039



**PROJECT LABOR AGREEMENT
 ERIE COUNTY WATER AUTHORITY
 BALL PUMP STATION - PHASE 1 REHABILITATION**

TABLE 2: Distribution Of Labor Costs By Trade

Item	Labor Cost	Electrician			Elevator Constructor			Heat/Frost Insulator			Ironwkr (Structural)		
		%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.
GENERAL CONSTRUCTION	\$8,928,190	2.79%	\$248,666	3,046	0.19%	\$17,081	165	5.65%	\$504,189	6,977	0.73%	\$64,952	823
PLUMBING	\$26,510							21.0%	\$5,567	77			
MECHANICAL	\$700,684	10.5%	\$73,577	901				21.0%	\$147,154	2,036			
ELECTRICAL	\$2,628,014	105%	\$2,759,610	33,806									
TOTALS=	\$12,283,397		\$3,081,853	37,753		\$17,081	165		\$656,910	9,091		\$64,952	823



**PROJECT LABOR AGREEMENT
 ERIE COUNTY WATER AUTHORITY
 BALL PUMP STATION - PHASE 1 REHABILITATION**

TABLE 2: Distribution Of Labor Costs By Trade

Item	Labor Cost	Laborer - Common			Metal Lather			Oper. Engr. - Backhoe			Oper. Engr. - Conc. Pump		
		%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.
GENERAL CONSTRUCTION	\$8,928,190	20.2%	\$1,800,617	26,913	0.93%	\$82,947	1,094	4.30%	\$383,688	4,605	4.65%	\$414,736	4,877
PLUMBING	\$26,510												
MECHANICAL	\$700,684												
ELECTRICAL	\$2,628,014												
TOTALS=	\$12,283,397		\$1,800,617	26,913		\$82,947	1,094		\$383,688	4,605		\$414,736	4,877



**PROJECT LABOR AGREEMENT
 ERIE COUNTY WATER AUTHORITY
 BALL PUMP STATION - PHASE 1 REHABILITATION**

TABLE 2: Distribution Of Labor Costs By Trade

Item	Labor Cost	Oper. Engr. - Crane			Oper. Engr. - Paver			Painters			Plumbers		
		%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.
GENERAL CONSTRUCTION	\$8,928,190	0.18%	\$16,238	185	0.26%	\$23,127	267	0.03%	\$2,910	42	39.4%	\$3,516,034	45,580
PLUMBING	\$26,510										84%	\$22,269	289
MECHANICAL	\$700,684												
ELECTRICAL	\$2,628,014												
TOTALS=	\$12,283,397		\$16,238	185		\$23,127	267		\$2,910	42		\$3,538,303	45,868



**PROJECT LABOR AGREEMENT
 ERIE COUNTY WATER AUTHORITY
 BALL PUMP STATION - PHASE 1 REHABILITATION**

TABLE 2: Distribution Of Labor Costs By Trade

Item	Labor Cost	Roofer			Sheetmetal Worker			Steamfitter			Teamster - Driver		
		%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.	%	\$	M-Hrs.
GENERAL CONSTRUCTION	\$8,928,190	0.62%	\$55,040	807				16.8%	\$1,499,279	19,641	3.71%	\$331,613	4,654
PLUMBING	\$26,510												
MECHANICAL	\$700,684				42.0%	\$294,308	3,928	31.5%	\$220,731	2,892			
ELECTRICAL	\$2,628,014												
TOTALS=	\$12,283,397		\$55,040	807		\$294,308	3,928		\$1,720,010	22,533		\$331,613	4,654



**PROJECT LABOR AGREEMENT
 ERIE COUNTY WATER AUTHORITY
 BALL PUMP STATION - PHASE 1 REHABILITATION
 TABLE 3: Collective Bargaining Agreements**

Projected Construction Schedule: May 2025 - March 2027

Trade	Expiration Date	Remarks
Asbestos Handler	5/31/2023	Agreement expired; new agreement may also expire prior to work completion
Bricklayers	6/30/2023	Agreement expired; new agreement may also expire prior to work completion
Carpenters	4/30/2027	
Cement Mason	5/31/2023	Agreement expired; new agreement may also expire prior to work completion
Electrician	3/31/2026	
Elevator Mechanic	7/8/2022	Agreement expired; new agreement may also expire prior to work completion
Heat & Frost Insulators	4/25/2025	Agreement expires prior to work completion
Ironworkers - Structural	6/30/2027	
Laborer - Common	5/31/2023	Agreement expired; new agreement may also expire prior to work completion
Metal Lathers	6/30/2027	
Operating Engineer - Backhoe	3/4/2018	Agreement expired; new agreement may also expire prior to work completion
Operating Engineer - Conc Pump	3/4/2018	Agreement expired; new agreement may also expire prior to work completion
Operating Engineer - Crane	3/4/2018	Agreement expired; new agreement may also expire prior to work completion
Operating Engineer - Paver	3/4/2018	Agreement expired; new agreement may also expire prior to work completion
Operating Engineer - Pump	3/4/2018	Agreement expired; new agreement may also expire prior to work completion
Painter	4/30/2023	Agreement expired; new agreement may also expire prior to work completion
Plumbers	4/30/2023	Agreement expired; new agreement may also expire prior to work completion
Resilient Flooring	4/30/2027	
Roofer	4/30/2022	Agreement expired; new agreement may also expire prior to work completion
Sheet Metal Worker	4/30/2024	Agreement expires prior to work completion
Sprinkler Workers	3/31/2025	Agreement expires prior to work completion
Steamfitter	4/30/2023	Agreement expired; new agreement may also expire prior to work completion
Teamster (Drivers)	4/30/2020	Agreement expired; new agreement may also expire prior to work completion



**PROJECT LABOR AGREEMENT
 ERIE COUNTY WATER AUTHORITY
 BALL PUMP STATION - PHASE 1 REHABILITATION**

TABLE 4: Potential Savings Due To The Implementation of 6 Annual Holidays

(11 Holidays Over the 22 Month Construction Duration)

Craft	PLA Wk Day (Hrs)	Holiday Compensation	# of Holidays per Craft (Const Dur)	Standard # of Holidays (PLA) (Const Dur)	Holiday - S.T. Hourly Rate	Avg. Work Force	Savings *
Asbestos Handler	8	2	11	11	\$78.64	0.0	\$0
Bricklayer	8	2	11	11	\$81.58	0.1	\$0
Carpenter	8	2	11	11	\$74.70	0.7	\$0
Cement Mason	8	2	11	11	\$79.86	0.2	\$0
Electrician	8	2	11	11	\$81.63	9.1	\$0
Elevator Constructor	8	2	15	11	\$103.80	0.0	\$131
Heat & Frost Insulator	8	2	11	11	\$72.26	2.2	\$0
Ironworker (Structural)	8	2	11	11	\$78.94	0.2	\$0
Laborer - Common	8	2	11	11	\$66.91	6.5	\$0
Metal Lather	8	2	11	11	\$75.84	0.3	\$0
Op. Engineers - Backhoe	8	2	11	11	\$83.32	1.1	\$0
Op. Engineers - Conc Pump	8	2	11	11	\$85.03	1.2	\$0
Op. Engineers - Crane	8	2	11	11	\$87.82	0.0	\$0
Op. Engineers - Paver	8	2	11	11	\$86.63	0.1	\$0
Painter	8	2	11	11	\$69.27	0.0	\$0
Plumber	8	2	13	11	\$77.14	11.0	\$13,609
Roofer	8	1.5	11	11	\$34.12	0.2	\$0
Sheet Metal Worker	8	2	13	11	\$74.93	0.9	\$1,132
Steamfitter	8	2	13	11	\$76.33	5.4	\$6,615
Teamsters	8	2	11	11	\$71.25	1.1	\$0

* Total Savings based on average wage rate w/fringes at straight time rate in place of compensation rate for work on holiday.

Labor Savings = \$21,488

Escalation to midpt. Of construction (1.25 yrs @ 5%/yr) = \$1,351

Total Labor Savings = \$22,839

PROJECT LABOR AGREEMENT

ERIE COUNTY WATER AUTHORITY

BALL PUMP STATION - PHASE 1 REHABILITATION

TABLE 5: SUMMARY OF ALL POTENTIAL COST SAVINGS

A. PLA POTENTIAL SAVINGS (See Section 5 for Details)			
Item	Amount	% of Labor Cost *	% of Total Cost **
1. No Strikes/ Lock Outs	\$21,000	0.17%	0.10%
2. No-Jurisdictional Disputes	\$21,000	0.17%	0.10%
3. Off site Fab/ Management Rights	\$37,000	0.30%	0.18%
4. 40 Hour Work Week	\$0	0.00%	0.00%
5. Holidays (Appendix Tab 4)	\$22,839	0.19%	0.11%
6. Shiftwork	\$32,000	0.26%	0.16%
7. Working Stewards	\$128,000	1.04%	0.63%
8. Meal Period	\$21,000	0.17%	0.10%
9. Industry Funds Waiver	\$10,000	0.08%	0.05%
PLA SAVINGS SUBTOTAL =	\$292,839	2.4%	1.5%

B. SINGLE PRIME POTENTIAL SAVINGS (See Section 5 for Details)			
Item	Amount	% of Labor Cost *	% of Total Cost **
1. Supervisory Services	\$259,000	2.11%	1.28%
2. Safety Inspection Services	\$251,000	2.04%	1.24%
3. Field Offices	\$36,000	0.29%	0.18%
SINGLE PRIME SAVINGS SUBTOTAL =	\$546,000	4.4%	2.7%

C. TOTAL POTENTIAL SAVINGS (PLA plus SINGLE PRIME) =	\$838,839	6.8%	4.2%
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* Based on a total labor cost of **\$12.28M**

** Based on a total construction cost of **\$20.17M**

PROJECT LABOR AGREEMENT
Covering
SOUTHTOWNS ADVANCED WASTEWATER TREATMENT FACILITY
EXPANSION PROJECT

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**PROJECT LABOR AGREEMENT
COVERING THE SOUTHTOWNS ADVANCED WASTEWATER TREATMENT FACILITY
EXPANSION PROJECT**

ARTICLE 1 - PREAMBLE

WHEREAS, the County of Erie, New York (the "County" or "Owner") has determined to construct the Southtowns Advanced Wastewater Treatment Facility ("AWTF") Expansion Project (the "Project"); and

WHEREAS, the Owner has engaged LiRo Program and Construction Management, PE P.C. (hereinafter "LiRo") to undertake an analysis of whether the use a project labor agreement will best serve the interests of the County in obtaining the best work at the lowest possible price; preventing favoritism, fraud, and corruption; and addressing other considerations such as impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

WHEREAS, LiRo's Project Labor Agreement Benefits Analysis, (the "study") dated February 13, 2023 ("Report"), concluded that use of a project labor agreement would provide the County with measurable economic benefits and would promote the County's interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

WHEREAS, the County has carefully reviewed and considered Liro's Report and has determined that the use of a project labor agreement for the Project will best serve the interest of the taxpayers in obtaining the best work at the lowest possible price, preventing favoritism, fraud, corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest, and therefore, directs that a project labor agreement be made part of the Project; and

WHEREAS, a project labor agreement 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; and

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

WHEREAS, the Owner has reviewed and approved the project labor agreement set forth below and has directed that it be included in the Contract Documents for the Project, with the requirement that the successful bidder (hereinafter the "Prime Contractor"), and all levels of contractors and subcontractors, together with their respective sureties (if any), shall agree to and abide by the project labor agreement with respect to performance of the Project Work, and that any failure to comply with the project labor agreement shall be considered a material breach of the Contract Documents, justifying the Owner to seek any and all such remedies to which Owner may be entitled under law or equity; and

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a project labor agreement; and

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

NOW, THEREFORE, the Parties enter into this project labor agreement ("hereinafter the "PLA" or "Agreement") and agree as follows:

SECTION 1. PARTIES TO THE AGREEMENT

This PLA is by and among (1) The Buffalo Building & Construction Trades Council (the "Council"), acting for itself and for its participating constituent Local Unions; (2) the Local Unions, acting for themselves and their members; and (3) the Prime Contractor and all contractors, subcontractors of all tiers, engaged in work within the scope of this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

A. The term "Contractor," "Contractors," "Employer," and/or "Employers" shall include the Prime Contractor and all contractors and subcontractors of all tiers, engaged in work within the scope of this Agreement as defined in Article 3.

B. The term "Council" shall refer to The Buffalo Building & Construction Trades Council.

C. The terms "County" and/or "Owner" shall refer to the County of Erie, New York and any assigned designee, including, but not limited to, the assigned engineer of record and on-site representative(s).

D. The term "Local Union" and/or "Local Unions" shall refer to the local unions affiliated with the Council and signatories to this PLA.

E. The term "Prime Contractor" shall refer to the successful bidder and holder of the construction contract with the County, and who has been retained to oversee the completion of the Project, as set forth in Article 3 herein.

F. The term "Project" shall refer to the Southtowns Advanced Wastewater Treatment Facility, Expansion Project, as described in the applicable bid specifications.

G. The term "Project Work" shall refer to all work on the Project covered by this PLA and defined in Article 3 of this PLA.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This PLA shall not become effective unless each of the following conditions are met:

(1) the PLA is approved by the Building and Construction Trades Department, American Federation of Labor and Congress of Industrial Organizations ("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 PLA;

(2) the PLA is approved by the New York State Building & Construction Trades Council;

(3) the PLA is authorized by the County; and

(4) the PLA is signed by the Prime Contractor.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This PLA shall be binding on the Council, all signatory Local Unions, and all Contractors performing on-site Project Work as defined in Article 3. The Contractors shall include in any trade contract for Project Work that is let during the term of this PLA a requirement that all Contractors, of whatever tier, become signatory and be bound by this PLA by the execution of a Letter of Assent form, attached to this PLA as **Schedule B**. The Prime Contractor on behalf of all Contractors bound by this Agreement shall administer this PLA, for the benefit of the Owner, which is an intended third-party beneficiary of this Agreement.

After written notice to the Council, the Owner may assign this PLA in whole or in part or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (a) an affiliate entity, (b) the Owner's successor pursuant to a merger, reorganization, consolidation, sale or other transaction, or (c) to another entity that is acting as a Contractor on the Project, having been so designated by Owner. Any assignee(s) or successor(s) as well as the Council and Local Unions shall be bound by this PLA on or after the date of any assignment, and notwithstanding any other provision of this PLA, or at law or in equity, only where the successor or assign assumes full responsibility for the Owner's obligations to the date of assignment, merger, consolidation, sale or other transaction, the Council and Local Unions hereby waive any and all recourse against the Owner for any such claims upon an effective and complete assignment.

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 employer, 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 County or 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. BID SPECIFICATIONS

The Owner shall require in its bid specifications for Project Work that all Contractors performing Project Work shall become bound by this PLA, and shall sign the Letter of Assent attached as Schedule B. Nothing in this PLA shall be construed as limiting the County's otherwise lawful exercise of its right in determining which Contractors shall be awarded contracts for Project Work. Similarly, nothing in this PLA shall be construed as limiting the County's otherwise lawful exercise of its right, at any time, to terminate, delay, or suspend the work, in whole or part, on Project Work; provided; however, if the Project Work is resumed it shall be resumed under the terms of this PLA; and provided further that the County may undertake any of the Project Work itself without regard to this PLA.

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

The Local Unions agree that this PLA will be made available to, and will fully apply to any successful Contractor that performs Project Work who become bound hereto, without regard to whether that Contractor performs work at other sites on either a union or nonunion basis, and without regard to whether employees of such successful bidder are, or are not, members of any unions. This PLA shall not

apply to the work of any Contractor that is not performing Project Work, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1. PROJECT WORK

Subject to Section 3 of this Article, this PLA shall apply to all work related to the Project as designated by the County in its bid specifications (herein "Project Work"). The scope of Project Work may be subject to change as this work progresses or as circumstances change. Nevertheless, generally included within covered Project Work will be construction of new space and renovation of existing space with all structural, mechanical, electrical, plumbing, and fire protection systems along with finished site work as described in the bid specifications.

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

Specifically excluded from coverage under this PLA is: (1) all work relating to bids solicited and/or work awarded prior to the execution of this PLA by the signatories and/or approval of it by the County; (2) maintenance and repair work performed in the normal course of the County's operations; (3) any work to be completed by the County or any of its term maintenance contractors and/or vendors; (4) off-site work not subject to coverage under Section 220 of the New York State Labor Law; and (5) any other work which is not included in the bid specifications for the Project.

SECTION 2. TIME LIMITATIONS

This PLA shall terminate when the County determines that the Prime Contractor has completed components which comprise Project Work are completed and accepted by the County and/or its designee. The PLA 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 County and/or its designee for explicit performance under the terms of this PLA. This PLA 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 PLA, regardless of whether they perform Project Work:

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 County, any State or Federal agency, authority or entity or any municipality or other public employer, and any of their employees; the County's designee and its employees; and any operations contractor, and its employees, employed by the County;

C. Entities (and their employees) engaged in off-site manufacture, modifications, repair, maintenance, assembly, handling or fabrication of Project Work 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(l) 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. 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;

E. Entities (and their employees) engaged in geophysical testing;

F. Entities (and their employees) engaged in laboratory, specialty testing, inspections, or surveying pursuant to a professional services agreement between the County or any of the County's other professional consultants, and such laboratory, testing, inspection, or surveying firm (individuals engaged in on-site surveying as direct hires of the Prime Contractor, rather than pursuant to a professional services contract with the County or any of County's professional consultants, are covered by this PLA);

G. Third parties (and their employees) engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, water, telephone companies, and/or railroads;

H. Non-construction technical support services contracted by the County for Project Work, not related to the construction or wiring of such technical components; and

I. 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 PLA and set out in Schedule A, with respect to such work. The removal and replacement of dumpsters as part of the Project Work 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 PLA shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the Owner or any Contractor that does not perform Project Work. It is agreed, for the purposes of this PLA only, that this PLA does not have the effect of creating any joint employment, single employer, or alter ego status among the County or its designee and/or any Contractor. The PLA shall not apply to the County 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 County or their employees or any County, state, or federal authority, agency, or entity and its employees from performing on or off-site work related to Project Work. The Contractors shall have the ability to perform off site work related to Project Work consistent with Article 3, Section 3. As the contracts which comprise Project Work are completed and accepted by the County and/or its designee, the PLA 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 County and/or its designee for explicit performance under the terms of this PLA.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

All Contractors recognize the Local Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of this PLA 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. This PLA is a pre-hire collective bargaining agreement as described in Section 8(f) of the National Labor Relations Act ("NLRA") and shall not be deemed to create a recognition relationship under Section 9(a) of the NLRA, to require bargaining for a successor agreement, to bind the employer to a successor agreement, or to constitute a delegation of bargaining authority to any association, however, this provision does not eliminate any preexisting NLRA Section 9(a) collective bargaining relationship or bargaining rights delegation that may otherwise exist between a Contractor and a Local Union.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire craft employees for Project Work covered by this PLA through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in subparagraph B) established in the applicable Local Unions' area collective bargaining agreements and the Local Unions agree to provide such craft employees to the Contractors on a non-discriminatory basis. The Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (except Saturdays, Sundays, and Holidays) 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 the employees hired within its jurisdiction.

B. The 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) where applicable, possess any license required by New York State law for the Project Work to be performed;
- (2) have worked at least 1000 hours in the construction craft during the prior three (3) years;
- (3) have been on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award; and
- (4) have the ability to safely perform the basic functions of the applicable trade.

It is understood that the first two (2) employees, per Contractor by craft, shall be obtained through the Local Union's job referral system and hiring halls and the third 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 or County of Erie certified minority-owned business enterprise ("MBE"), woman-owned business enterprise ("WBE") or service disabled veteran-owned business enterprise ("SDVOBE") subcontractor who is not a signatory to a collective bargaining agreement in Schedule A and who has a contract or subcontract of \$500,000 or less, in which case the referral ratio shall be one (1) employee referred by the Union and one (1) employee from the Contractor.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state, and local law and regulations that 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 Local Unions recognize and acknowledge that the Contractors shall undertake or continue existing Equal Employment Opportunity ("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 County's bid specifications, the Contractors may employ qualified (i.e., successfully completed a 10-hour Occupational Safety and Health Administration ("OSHA") Training Course in Construction Safety from a qualified source) minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this PLA. 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. The Local Unions will make every reasonable effort to provide a preference in referrals to Contractors for qualified journeymen and apprentices who reside within the geographic boundaries of the County.

SECTION 6. UNION DUES

~~All employees covered by this PLA shall be subject to the union security provisions contained in the applicable Schedule A Agreement (if any), as amended from time to time but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues uniformly required for union membership in the Local Union, signatory to this PLA, which represents the craft in which the employee is performing Project Work. No employee shall be discriminated against because of the employee's Union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.~~

Each Contractor shall be responsible for and guarantee the payment of all remittance to the appropriate Local Union of the applicable union dues ~~or agency shop fee~~ payable by its employees working on the Project. The Local Unions and/or the Council shall notify the Contractor, Prime Contractor, and County within 15-calendar days whenever a Contractor 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 a Contractor within that 15-calendar day period, the Contractor shall notify the Prime Contractor and the County immediately, but in any case, within 24 hours. If the County receives notice of a delinquency by a Contractor, the County may and the Prime Contractor shall withhold from any payment, based upon the work of the delinquent Contractor, the amount of that delinquency, up to the total amount due until any dispute regarding the delinquency has been resolved. The County shall have no other obligation with respect to contributions owed by the Contractor. If notice of a delinquency is not received by the Prime Contractor or the County within the required time periods, the County and the Prime 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 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 representative. 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 PLA shall be entitled to designate, in writing (copy to the Prime Contractor and the County or its designee) one representative or designated alternate, and/or business manager, who shall be afforded reasonable access to 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. All Stewards on the Project shall be 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, provided there shall be no unreasonable interruption of the Project Work. 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's 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, except pursuant to a Schedule A Agreement provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

The Contractor agrees to notify the appropriate Local 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 Agreement provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this PLA, the Contractors retain full and exclusive authority for the management of their operations including, but not limited to the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable work rules and, the requirement,

timing and number of employees to be utilized for overtime work. No 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 PLA 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.

Contractor may without restriction under this PLA, 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 Local Union or employee against the County or its designee, Prime Contractor, any Contractor, or other employer while performing any Project Work.

There shall be no other Local Union or employee activity related to Project Work that disrupts or interferes with the operation of any County facility or function wherever located. Failure of any Local Union or employee to cross any picket line or banner line established by any union, signatory, or non-signatory to this PLA, 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 Prime Contractor or Contractor. Contractors and Local 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, and unimpeded operation of the County facilities and functions for the duration of this PLA.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1 above, and any such employee will not be eligible thereafter for referral under this PLA for a period of 100 working days.

SECTION 3. NOTIFICATION

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

SECTION 4. EXPEDITED ARBITRATION

Either the Owner, any Contractor, or Local 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 parties invoking this procedure 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, Prime Contractor, and the Owner.

B. The Arbitrator shall thereupon, after notice as to time and place to parties invoking this procedure, hold a hearing within 48 hours of receipt (excluding Sundays and holidays). 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 unless the parties mutually agree otherwise.

C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or email, confirmed by overnight delivery. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of either party 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 of this Article 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 parties. 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 three (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 five (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 parties 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 parties 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 parties 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 of this Article 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 (the "PLM Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Local Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) protect the public interest; (4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and (5) review Affirmative Action and EEO matters pertaining to the Project Work.

SECTION 2. COMPOSITION

The PLM Committee shall be comprised of three (3) designees of the Council, three (3) designees of the Prime Contractor, and representatives of the Local Unions and Contractors involved in the issues being discussed. Based on the issues being discussed, the Prime Contractor shall determine who shall participate on behalf of Contractors and the Council shall determine who shall participate on behalf of the Unions. The PLM Committee may elect its own chair. The PLM Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. CLOSE COOPERATION

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

SECTION 2. IMPORTANCE TO ALL PARTIES

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

SECTION 3. PROCEDURE

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

Step 1. (a) When any employee subject to the provisions of this PLA feels he or she is aggrieved by a violation of this PLA, 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 involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The Contractor shall keep the meeting minutes and shall respond to the Local Union representative in writing at the conclusion of the meeting but not later than 24 hours thereafter. If the matter is not resolved within the prescribed period, the grieving party may, within 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 PLA alleged to have been violated.

(b) Should a Local Union 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 authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The Prime Contractor and 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.

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 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 PLA, shall be settled and adjusted according to the present National 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 Parties to this PLA 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 Prime Contractor will conduct a pre-job conference with the Council prior to commencing work. The Owner will be advised in advance of all such conferences and may participate if they wish. Each representative should be prepared to discuss: (a) each Contractor's scope of work; (b) craft assignments; (c) estimated number of workers required to perform the work; (d) transportation arrangements; (e) estimated start and completion dates of the work; (f) discussion of M/W/SDVOBE utilization requirements (as defined herein) and other relevant matters as determined by the Prime Contractor; (g) requests for portability to be discussed at the pre-job conference and unions will work in good faith to accommodate reasonable portability requests; (h) each Contractor may establish reasonable project rules that will be reviewed at the pre-job conference and posted at the project site by the Contractor.

In conjunction with the pre-job conference, the Prime Contractor shall identify all Contractors 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 Project Work. If any Local Union(s) objects or disagrees with the proposed trade assignment of the Contractor, the Local Union will state its objection and there shall be a good faith discussion among the Prime Contractor and the objecting Local Union and other affected Local Unions to resolve objections to the trade assignment. Any unresolved disputes concerning trade assignments shall be handled in accordance with Sections 1, 2 and 3 of this Article.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to the provisions of this PLA, all employees covered by this PLA 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 PLA, to the extent permitted by law, each Contractor agree to pay employee benefits/supplements on behalf of all of their employees covered by this PLA in the amounts required by the applicable Schedule A Agreement so long as they are consistent with the Section 220 schedule in effect. Except as provided below and in Article 11 Section 2B, each Contractor (and all subcontractors) agrees that such payments shall be made to those established jointly trustee employee benefit funds designated in the applicable Schedule A Agreement, 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 PLA 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 PLA.

B. Notwithstanding Article 11 Section 2A, Contractors 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.

C. A Contractor who exercises the option under Article 11 Section 2B 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. A Contractor who contributes 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. A Contractor shall be responsible for and guarantee the payment of all required fringe benefits for Project Work. The Local Unions and/or the Council shall notify the Prime Contractor, the Owner and the Contractor within 48 hours whenever a Contractor fails to make a required benefit payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If the Prime Contractor and/or Owner receives notice of a delinquency by a Contractor, the Owner, or Prime Contractor, as applicable, may place the funds equivalent to the delinquency into escrow or otherwise withheld from any funds due the Contractor, up to the total amount due, until the delinquency is resolved. The Owner, or Prime Contractor, shall have no other obligation with respect to contributions owed by any Contractor, but the Contractor shall continue to be obligated with respect to contributions based on work done by the contractor. If notice of a delinquency is not received by the Owner or Prime Contractor within the required time periods, the Prime Contractor shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

Any payment otherwise required under any Schedule A agreement, 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 workweek shall consist of 40 hours of work at straight time rates per one of the following schedules:

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

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

B. In accordance with Project needs, the Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. although there may be times when the Prime Contractor, Owner, or Contractor may require the day shift to start as early as 5:00 a.m. The Evening Shift, if applicable, shall commence between the hours of 3:00 p.m. and 6:00 p.m. The Night Shift, if applicable, shall commence between the hours of 11:00 p.m. and 2:00 a.m. Subject to the foregoing, starting and quitting times shall occur at the Project site designated by the Contractor.

C. Scheduling – Monday through Friday is the standard work week. The Contractor shall have the option of scheduling either a five-day or four-day work week and work day hours, consistent with work requirements and with emphasis on the minimization of interference to the operations of the owner. When conditions beyond the control of the Contractor(s), such as severe weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, schedule Friday (where on 4, 10's) or Saturday (where on 5, 8's) during that calendar week in which a workday was lost, at straight time pay, provided the employees involved work a total of 40 hours or less during that work week. In the event the employees involved have worked more than 40 hours during that work week they will receive time and one-half pay for the hours in excess of 40.

D. Notice - The Contractor shall provide not less than five (5) working 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 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.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work 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/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 of this Section.

D. Four Tens - Notwithstanding any other provision of this Agreement, when working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time.

SECTION 4. HOLIDAYS

A. Schedule- There shall be six (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 above shall be recognized or observed.

SECTION 5. REPORTING PAY

A. Except as otherwise required by law, 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 two hours' 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 Agreement).

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.

In the event of a Storm Warning by the National Weather Service, weather conditions which in the discretion of the Prime Contractor pose a significant risk of harm to the Project, or in the event that public official, including the President of the United States, the Governor of the State of New York, or any other local elected officials in the geographic area of Project Work declares a state of emergency, or declares a project shut down by a government agency, Contractors shall have sole discretion as to manning the job as the contractor sees fit.

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 eight (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 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 (2) 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 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 (and such other appropriate classifications as are contained in the applicable Schedule Agreement) may be utilized in a ratio not to exceed 25% of the work force by craft (without regard to whether a lesser ratio is set forth in a Schedule A Agreement), unless the applicable Schedule A Agreement provides for a higher percentage, in which case that will apply. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A Agreement. The Local Unions shall maintain sufficient apprenticeship slots to meet Project Work needs.

SECTION 2. DEPARTMENT OF LABOR

To assist the Prime Contractor in attaining a maximum effort in connection with Project Work, the Local Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this goal is achieved, the Contractor(s) and the Unions agree that minority or women apprentices or recognized trainees may be used on the Project in accordance with the requirements of the Project bid documents. The Local Unions will cooperate with Contractor requests for minority, women, or economically disadvantaged referrals to meet this effort.

ARTICLE 14 - DIVERSITY

The Local Unions and Contractors recognize the importance of fostering participation and growth of Minority/Women/Service-Disabled Veterans Owned Business Enterprise ("M/W/SDVOBE") and agree that they will work cooperatively with the Owner in support of its M/W/SDVOBE utilization goal that is contained in the Project's specifications for the Project. This cooperation includes using good faith efforts in working with the Owner to participate in informational recruitment seminars and other such activities as scheduled by the Owner as well as active Contractor outreach to encourage participation. The Local Unions agree that their good faith enrollment goals for all apprenticeship classes will be not less than twenty (20%) minority and five (5%) women as permitted by New York State Department of Labor procedures.

ARTICLE 15 - HELMETS TO HARDHATS

SECTION 1. UTILIZATION

The Contractor and the Local Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Local Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("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 Contractors and Local 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 Local 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 Contractors will ensure that applicable OSHA mandated and County and/or Prime Contractor supplied Project Safety Program requirements, are at all times maintained and the employees and Local 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 County from injury or harm. Failure to do so may be grounds for discipline, including

discharge. The Contractors shall provide and maintain adequate supplies of drinking water and sanitary facilities for all employees.

SECTION 2. CONTRACTOR RULES

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

SECTION 3. INSPECTIONS

The Owner or its designee, Contractors and the Prime Contractor 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 Contractor or Owner 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 Contractors and Local 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. It is recognized that special procedures may be established by mutual agreement among the Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this PLA. The parties to this PLA will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 18 - GENERAL TERMS

SECTION 1. PROJECT RULES

The Contractors shall establish from time-to-time such reasonable work rules (which may include pre-hire and post-hire drug testing rules) as are appropriate for the good order of the 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 PLA.

SECTION 5. FULL WORKDAY

Employees shall be at their work area at the starting time established by the Contractors. 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 Prime Contractor, Contractor, and the Local Unions will cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this PLA.

ARTICLE 20 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this PLA 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 PLA 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 Contractors then voluntarily accepts the PLA. The parties to this PLA

will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the County's bid specifications, or any other action taken by the County or the Prime Contractor, requiring that the successful bidder, or other recipient of Project Work under this PLA 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 PLA 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 PLA 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 County, Contractors, nor any Local Union shall be liable under this PLA or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court order, injunction, or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other retroactive action will be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification issued unless those specifications have been enjoined or otherwise ruled unlawful, in which case the award, if any shall be based on the specification as modified to meet any applicable court order.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to bound Contractors and Local 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 PLA shall continue in effect until the Contractors and/or Local Unions to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the 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 PLA.

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 PLA 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 Local 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.

ARTICLE 22 - WORKERS' COMPENSATION ADR

The parties agree that the Prime Contractor 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 Prime Contractor, after consultation with the Local Unions. If the Prime Contractor is not satisfied with the cost savings to be generated by such a program, the Prime Contractor may, in its discretion, decline to implement, or at any time after implementation decline to continue, that program.

IN WITNESS WHEREOF the parties have caused this PLA to be executed and effective as of the _____ day of _____, 2023.

BY: _____
(Name/Title)

FOR THE BUFFALO BUILDING AND CONSTRUCTION TRADES COUNCIL

BY: Paul Brown
(Name/Title)

FOR THE LOCAL UNIONS

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

BY: [Signature] Business Manager
(Name/Title)

BOILERMAKERS' UNION DISTRICT 7

BY: Muhammad Bqum ABM
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 3

BY: Will J. [Signature] FIELD REP.
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 41

BY: Michael J. Main Business Manager
(Name/Title)

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

BY: J.J. [Signature] BM
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 210

BY: [Signature]
(Name/Title)

LOCAL 17 IUOE

BY: Joey R. [Signature] Business Manager
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION LOCAL 17

BY: Joey R. [Signature] Business Manager
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND STEAM FITTING INDUSTRY LOCAL 22

BY: [Signature] Business Agent
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 74

BY: [Signature] Business Manager
(Name/Title)

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION LOCAL NO. 71

BY: [Signature] Business Manager
(Name/Title)

IBT LOCAL 44

BY: [Signature] P.E.O.
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 14

BY: [Signature] BUSINESS MANAGER
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS

BY: [Signature]
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS

BY: [Signature]
(Name/Title)

LOCAL 276 CARPENTERS

BY: [Signature]
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: TED WIGHTMAN BUSINESS AGENT
(Name/Title)

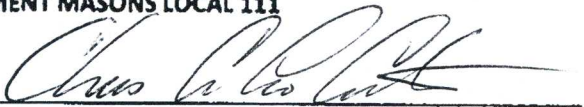
SPRINKLER FITTERS

BY: [Signature] BUSINESS AGENT
(Name/Title)

PLASTERERS LOCAL 9

BY: [Signature] B.M.
(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 AFL-CIO January 1, 2022 - December 31, 2024
- BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 3, NEW YORK and CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION May 1, 2017-April 30, 2022 Building Agreement
- THE ASSOCIATIONS and the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA June 1, 2016 - May 31, 2021 Commercial Agreement
- 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 May 1, 2016 - April 30, 2019 Heavy & Highway Agreement
- CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC. and the CEMENT MASONS LOCAL UNION NO. 111 May 17, 2021-2026
- LOCAL UNION NO. 41 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and WESTERN NEW YORK STATE CHAPTER N.E.C.A., INC. BUFFALO DIVISION May 31, 2021-May 25, 2025
- ELEVATOR CONTRACTORS OF AMERICA and THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2022--July 8, 2027
- 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 May 1, 2022-April 30, 2025
- INSULATION CONTRACTORS OF WESTERN NEW YORK and LOCAL NO. 4 INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS BUFFALO, NEW YORK May 1, 2023-April 30, 2026
- 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 6, 9, 12, 33, 60 and 440 and UPSTATE IRON WORKERS EMPLOYERS ASSOCIATION, INC. July 1, 2021 – June 30, 2024
- LABORERS INTERNATIONAL UNION OF NORTH AMERICA UPSTATE NEW YORK LABORERS DISTRICT COUNCIL LOCAL 210 and THE EMPLOYER April 12, 2022-March 31, 2027

- MILLWRIGHTS LOCAL UNION 1163 and MILLWRIGHT CONTRACTORS ASSOCIATION, INC. June 1, 2022 – May 31, 2023
- INDEPENDENT BUILDING CONTRACTORS OF WNY and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 17, 17A, 17B, 17RA June 1, 2022-- May 31, 2026
- INDEPENDENT HEAVY AND HIGHWAY CONTRACTORS OF WNY and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 17 April 1, 2021 - March 31, 2025
- UP-STATE NEW YORK TECHNICAL ENGINEERS AGREEMENT BETWEEN INDEPENDENT UNION OF OPERATING ENGINEERS LOCALS 17 & 158 April 1, 2021-March 31, 2026
- PAINTERS DISTRICT COUNCIL #4 and INDEPENDENT CONTRACTORS OF ROCHESTER, NEW YORK May 1, 2022 - April 30, 2027
- PLASTERS & CEMENT MASON LOCAL UNION 9 April 1, 2023- March 31, 2026
- 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 May 1, 2023- April 30, 2026
- LOCAL 74 UNITED UNION OF ROOFERS, WATERPROOFERS, AND ALLIED WORKERS and THE SIGNATORY CONTRACTORS OF ROOFERS LOCAL 74 June 1, 2022- May 31, 2026
- EMPLOYERS and INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS LOCAL UNION NO. 71 May 30, 2022 - May 31, 2026
- NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS' LOCAL UNION 669 April 1, 2016 - March 31, 2025
- LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF AMERICA NEW YORK STATE CHAPTER, INC and TRUCK DRIVERS LOCAL UNION NO. 449 April 1, 2013 - June 30, 2018

* or successor contracts

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 County of Erie's Southtowns Advanced Wastewater Treatment Facility Expansion 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: _____