

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

PROJECT LABOR AGREEMENT

COVERING SPECIFIED

**RENOVATION & REHABILITATION
OF NEW YORK CITY HOUSING AUTHORITY
BUILDINGS AND STRUCTURES**

2023-2026

EXECUTION COPY

142378860v2

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**PROJECT LABOR AGREEMENT COVERING SPECIFIED
RENOVATION & REHABILITATION OF
NEW YORK CITY HOUSING AUTHORITY
BUILDINGS & STRUCTURES**

ARTICLE 1 - PREAMBLE

WHEREAS, the New York City Housing Authority (“NYCHA”) desires to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation and renovation work (“Program Work,” as defined in Article 3) in a manner designed to afford the lowest costs to NYCHA, and the Public it represents, and the advancement of permissible statutory objectives;

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

(1) providing a mechanism for responding to the unique construction needs associated with Program Work and achieving the most cost effective means of construction, including direct labor cost savings, by the Building and Construction Trades Council of Greater New York and Vicinity (the “Council” or “BCTC”) and the Local Unions signatory to this Project Labor Agreement (the “Unions” or “Local Unions”) and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work;

(2) expediting the construction process and otherwise minimizing the disruption to NYCHA’s ongoing operations at the facilities that are the subject of this Project Labor Agreement;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony and peace for the duration of Program Work;

(4) standardizing the terms and conditions governing the employment of labor on Program Work;

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- (5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;
- (6) permitting adjustments to work rules and staffing requirements from those which otherwise might apply;
- (7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (8) fostering increased participation by Minority and Women-owned Business Enterprises (“MWBEs”);
- (9) advancing the employment of workers under Section 3 of the Housing and Urban Development Act of 1986 and 24 C.F.R. Part 75, including, but not limited to, NYCHA residents;
- (10) encouraging the development of pathways to construction careers;
- (11) ensuring a reliable source of skilled and experienced labor; and
- (12) securing applicable New York State Labor Law exemptions.

WHEREAS, the Council, its participating affiliated Local Unions and their members, desire to assist NYCHA in meeting these operational needs and objectives, as well as to provide for stability, security and work opportunities, including without limitation apprenticeship opportunities, which are afforded by this Project Labor Agreement; and

WHEREAS, the parties desire to maximize Program Work safety conditions for both workers and the community in the project area.

WHEREAS, the parties desire to ensure NYCHA and its contractors full compliance with all requirements under Section 3 of the Housing and Urban Development Act of 1986 and 24 C.F.R. Part 75.

NOW, THEREFORE, the parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (the “Agreement”) entered into by NYCHA on behalf of itself, including in its capacity as Construction Manager of covered projects and/or on behalf of any third party Construction Manager which may be utilized, and the Council (on behalf of itself) and the signatory affiliated Local Unions. When NYCHA acts as a Construction Manager, unless otherwise provided, it has the rights and obligations of a “Construction Manager” in addition to the rights and obligations of NYCHA. The Council and each signatory Local Union hereby warrant and represent that they have been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

1. “NYCHA” means the New York City Housing Authority.
2. “Agreement” means this project labor agreement (“PLA”), the applicable Schedule “A” Collective Bargaining Agreements (each a “CBA”) identified in Schedule “A”, and each Exhibit hereto.
3. “BCTC” means the Building and Construction Trades Council of Greater New York and Vicinity. The terms “BCTC” and “Council” are used interchangeably.
4. “Union(s)” or “Local Union(s)” means the various participating unions affiliated with the BCTC signatory to the Agreement, singularly and collectively.
5. “Construction Manager” means NYCHA or a third party professional services firm working on the behalf of NYCHA that procures and contracts with Contractors engaged in Program Work within the scope of this Agreement as defined in Article 3.
6. “Contractor(s)” shall include any Design-Builder, General Contractor and all other contractors, and subcontractors of all tiers engaged in Program Work within the scope of this Agreement as defined in Article 3.

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7. "Minor Repair" means routine repair, service or maintenance that is recurrent, day to day, periodic scheduled or routine work required to preserve or restore a building, facility or system to working order.
8. "Program Work" means the work covered by this Agreement (as defined in Article 3).
9. "HUD Section 3" means Section 3 of the Housing and Urban Development Act of 1968 and 24 C.F.R. Part 75, or as otherwise amended in the future.
10. "Program Hire" means an individual who meets the definition of "Section 3 worker" under applicable HUD regulations and whose qualification can be verified in accordance with the terms of applicable HUD regulations, which includes, but is not limited to, residents of public housing.
11. "HUD Section 3 Business Concern" means a contractor that meets the definition of HUD Section 3 "business" under applicable HUD regulations.
12. "Design-Build Contract" means a contract for the design and construction of a public work with a single entity, which may be a team of separate entities or a joint-venture, including a design team and a construction team.
13. "Design-Builder" means any entity, which may be a team comprised of separate entities or a joint-venture, including a design team and a construction team, that is awarded a Design-Build Contract by NYCHA.
14. "Professional Services" means professional services work included but not limited to architecture and engineering services, construction management services, special inspections services, and environmental testing and monitoring services.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is approved by North America's Building Trades Union (a.k.a. the Building and

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Construction Trades Department) and the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; and (3) the Chief Executive Officer of NYCHA or his/her designee. The date upon which all of the aforementioned conditions have been met shall be deemed the effective date of this Agreement (the "Effective Date").

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager (in its capacity as such) and all Contractors of all tiers performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become a signatory to and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors (including subcontractors) performing Program Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A." This Agreement shall be administered by NYCHA or a Construction Manager or such other designee as may be named by NYCHA or Construction Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement (which includes all side letters, exhibits, schedules), together with the local Collective Bargaining Agreements appended hereto as Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Program Work, in whole or in part, except work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms contained

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herein, except Program Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15. If Program Work falling within the jurisdiction of Operating Engineers Locals 14 and 15 is accepted by and performed by said locals, only then will such work be performed under the terms and conditions set out in the Schedule "A" agreements of Operating Engineers Locals 14 and 15. The CBAs of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule "A" list of agreements shall be deemed the Schedule "A" Collective Bargaining Agreements ("Schedule "A" "CBA") under this Agreement. Where association and independent CBAs for a particular type of construction work are both set forth in Schedule "A", association members shall treat the applicable association agreement as the Schedule "A" CBA and independent contractors shall treat the applicable independent agreement as the Schedule "A" CBA. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule "A", the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding with respect to Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by NYCHA. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement 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 any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any

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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.

SECTION 6. NYCHA

NYCHA (or Construction Manager where applicable) shall require in its bid specifications for all Program Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. NYCHA (or Construction Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of NYCHA or the Construction Manager in determining which Contractors shall be awarded contracts for Program Work. It is further understood that NYCHA or the Construction Manager has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Program Work which becomes a signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Program Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Program Work only to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

A. Program Work shall be limited to designated rehabilitation and renovation construction contracts bid and let by NYCHA (or its Construction Manager where applicable) after the Effective Date of this Agreement and before September 30, 2026. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts, including Design-Build Contracts, that predominantly involve the renovation, structural repair, alteration, rehabilitation or expansion of an existing NYCHA building or structure. Examples of Program Work include, but are not limited to, the renovation, structural repair, alteration and rehabilitation of an existing temporary or permanent structure, or an expansion of above ground structures located in New York City on a NYCHA building. This Program Work shall also include job order contracts (“JOCS”), Requirement contracts, indefinite delivery indefinite quantity contracts (“IDIQ”), demolition work, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such rehabilitation of NYCHA buildings or structures.

B. It is understood that Program Work does not include, and this Agreement shall not apply to, any other work, including:

1. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work that were bid prior to the Effective Date of this Agreement or after September 30, 2026;
2. Contracts procured on an emergency basis;
3. Prime Contracts with a value not more than \$3,000,000;
4. Contracts with not-for-profit corporations where NYCHA is not awarding

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- or performing the work performed for that entity;
5. Contracts with governmental entities where NYCHA is not awarding or performing the work performed for that entity;
 6. Contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to a demarcation point, e.g. a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Program Work pursuant to this Agreement;
 7. Contracts for installation of information technology that are not otherwise Program Work.
 8. Task Orders or Work Orders issued under JOCS, Requirement Contracts, or IDIQ contracts that do not exceed \$250,000, and JOCS, Requirements Contracts, or IDIQ contracts where the monetary value of such contracts predominantly involves such Task Orders or Work Orders;
 9. Contracts that predominantly involve "Minor Repair" work;
 10. On-site work performed on purchased equipment, which is required by the manufacturer to be performed by its staff or by its selected contractors as a condition of the continued effectiveness of the equipment warranty;
 11. Up to ten percent (10%) of work performed by certified MWBE or HUD Section 3 Business Concerns on prime contracts for work subject to the requirements of HUD Section 3 that are valued at \$25,000,000 or more and for which participation goals are set forth in the contract and where such

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MWBE or HUD Section 3 Business Concern is not signatory to any Schedule "A" agreement ("Exempt Work"). Exempt Work shall be no more than \$500,000 or 20% (whichever is greater) of the value of the subcontracts for work in any particular union's jurisdiction under any prime contract;

12. Work on NYCHA leased office or warehouse spaces;
13. All PACT and RAD contracts and any work relating to a PACT and RAD development performed by developers selected by NYCHA.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Program Work must be (1) let after the Effective Date of this Agreement, and (2) let prior to September 30, 2026, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Article 3, Section 1 is not let by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Program Work:

- A. Superintendents, supervisors (except field surveyors on construction contracts, general and forepersons specifically covered by a craft's Schedule "A" agreement are included), engineers, professional engineers and/or licensed architects, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, all engineering, administrative and management persons, and all persons

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performing Professional Services;

B. Employees of NYCHA, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working on the Program site while covered Program Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" CBA;

D. Employees of the Construction Manager (except that in the event NYCHA engages a Contractor to serve as Construction Manager, then those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work including installation, repair or maintenance unless employees are already working on the site and are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees predominantly engaged in laboratory, specialty testing, inspections, and any related probes, penetrations, and patching, pursuant to a Professional Services agreement or as part of Professional Services scope of work under a Design-Build Agreement between NYCHA, or any of NYCHA's other professional consultants, and such laboratory, testing, inspection or surveying firm; and

H. Employees engaged in on-site maintenance of installed equipment

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or systems which maintenance is awarded as part of a contract that includes Program Work but which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

I. Employees who perform Minor Repairs.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Program Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among NYCHA (including in its capacity as Construction Manager) or any Contractor. The Agreement shall further not apply to any other municipal or State agency, authority, or entity other than NYCHA and nothing contained herein shall be construed to prohibit or restrict NYCHA or its employees, or any State or other municipal or State authority, agency or entity and its employees, from performing on or off-site work related to Program Work.

As the contracts involving Program Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by NYCHA (or Construction Manager) for performance under the terms of this Agreement.

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Program Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to request, employ and hire craft employees, including Program Hires for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area CBAs set forth in Schedule "A". Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. All Contractors must fully comply with all requirements and obligations under HUD Section 3. In the event that a Local Union does not fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a 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 craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union. Any employee hired by a Contractor because a Local Union does not fill a request for qualified employees within a 48 hour period (Saturdays, Sundays and holidays excepted) are not covered by this Agreement for purposes of Article 11, Section 2, unless they are or become a member or agency shop fee payer of an affiliated Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Program Work ("Core Employees") and who meet the following qualifications:

- (1) possess any license required by New York State law for the Program Work

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to be performed and

- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years.

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

C. Notwithstanding Section 2(B) above, HUD Section 3 Business Concerns and certified MWBE for which participation goals are set by NYCHA pursuant to the requirements of applicable federal, state or local law, that are not signatories to any Schedule "A" CBAs, with subcontracts valued at or less than two million dollars (\$2,000,000), may request by name, and the Local will honor, referral of the second (2nd), fourth (4th), sixth (6th), and eighth (8th) Core Employee, who have applied to the Local for Program Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Program Work to be performed and
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years.

D. Where a certified MWBE and/or HUD Section 3 Business Concern voluntarily enters into a Collective Bargaining Agreement ("CBA") with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission. Such standards may include application for an apprenticeship in a program jointly sponsored by the union and employers signatory to its CBA.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

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

SECTION 4: MINORITY, FEMALE LOCAL AND HUD SECTION 3 REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority, female or HUD Section 3 workers to allow the Contractor(s) to comply with HUD Section 3 requirements or other workforce participation goals adopted by NYCHA and set forth in NYCHA's (or, if applicable, Construction Manager's) bid specifications, within 48 hours of the request for same, the Contractor(s) may employ qualified minority, female, or HUD Section 3 workers from any other available source.

The Local Unions agree to prioritize the referral of Program Hires in accordance with Article 13 and to the extent consistent with the law, rules applicable to the union referral system and joint apprentice programs. Those unions that do not currently provide for preferences for HUD Section 3 workers will undertake to implement such preferences in their referral systems consistent with this Agreement and their governing documents. HUD Section 3 workers that are already on a contractor's workforce, including core employees and referral of apprentices, in accordance with Article 13, Section 1(A) below, shall count towards the referral goals of this

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Article 4 Section.

Local Unions acknowledge the HUD Section 3 obligations of the Contractor, as applicable, and agree to the preferences described above to help implement this Article in a manner that would allow the Contractor to meet its HUD Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by HUD Section 3. The parties acknowledge that the Contractor may also fulfill its HUD Section 3 requirements on Program Work by promoting opportunities for excluded employees, as defined by Article 3, Section 3 of this Agreement, on Program Work and, to the extent permitted by HUD Section 3, by promoting opportunities for craft and other employees on non-Program Work.

SECTION 5. CROSS AND QUALIFIED REFERRALS

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

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A", and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craft persons they are leading exceed a specified

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number.

SECTION 7. ON CALL REPAIR REFERRALS

A. When NYCHA awards a contract under this Agreement that requires the Contractor to have employees available on short notice to make time-sensitive repairs with such contract requiring the Contractor to respond within as little as two hours from the time the Contractor is contacted by NYCHA ("On Call, Repair Contract"), the Contractor will, within ten (10) days of being awarded an On Call, Repair Contract subject to this Agreement, notify the appropriate affiliated Union that would perform the work for a contractor that the Contractor has been awarded such a contract and immediately enter into good faith negotiations with such relevant affiliated Union to establish a procedure to receive time sensitive referrals from such affiliated Union(s).

B. In the event the Contractor and the relevant affiliated Union(s) are unable to negotiate a specific, mutually agreeable procedure for on call repair referral procedure within twenty (20) days of commencement of negotiations or prior to commencement of performance of the contract, whichever is earlier, the Contractor and the relevant affiliated Unions will follow the following procedure:

1. Upon notification by a Contractor that it has been awarded an On Call, Repair Contract pursuant to paragraph A above, each relevant affiliate Union shall provide the Contractor with the name and twenty-four (24) hour contact information of an On Call, Repair Contract contact person for urgent on call repair referrals.

2. The relevant affiliated Unions shall prepare a list of individuals eligible and prepared for referral on an immediate basis to respond to the on call repair Contractor, which may include the affiliated Unions' service, repair and maintenance division workers where appropriate for repairs that can be made within 24 to 48 hours and paid at the appropriate prevailing wage rates

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for service and repair or maintenance work. Such list shall be provided to and in the possession of the designated-on call repair contact person for the affiliated Union and available for immediate reference.

3. Individuals on such list must be able to comply with the Contractor's response time pursuant to contract requirements.

4. The Union's On Call, Repair Contract contact person shall respond to a Contractor's request for referrals within a reasonable time of the request so that compliance with the contract shall be possible.

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time-sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will e-mail NYCHA within 72 hours and NYCHA will forward that e-mail to the designated Labor Management Committee contacts.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Program Worksite during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

SECTION 2. STEWARDS

A. Each Union shall have the sole discretion to designate any journey person as a Steward and an alternate. The Union shall notify the Contractor and/or Construction Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards 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. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward,

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except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required, except in cases of discipline or discharge for just cause. 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 Agreement, 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 of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of NYCHA including standard restrictions related to security and access to the site that are equally applicable to NYCHA employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, NYCHA and/or Construction Manager and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and

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installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule "A" Agreements will be complied with, unless there is a lawful NYCHA specification (or specification issued by a Construction Manager which would be lawful if issued by NYCHA directly) that would specifically limit or restrict 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 or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

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, demonstrations or other similar disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of Program Work or the objectives of NYCHA at any Program Work site. In addition, failure of any Union or

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employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Program Work site where the failure to cross disrupts or interferes with the operation of Program Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by NYCHA, any signatory Contractor, or Construction Manager.

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

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

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may be brought.

A. A party invoking this procedure shall notify Howard Edelman or Richard Adelman; who shall alternate (beginning with Arbitrator Howard Edelman) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

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

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation

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of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. NYCHA and the Construction Manager (or such other designee of NYCHA) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Manager.

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

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

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

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee (the “LMC”) will meet on a regular basis to:

- 1) promote harmonious relations among the Contractors and Unions;
- 2) enhance safety awareness, cost effectiveness and productivity of construction operations;
- 3) protect the public interests;
- 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations;
- and 5) review efforts to meet applicable participation goals for MWBEs, workforce participation goals for Program Hires, minority and female employees.

SECTION 2. COMPOSITION

The LMC shall be jointly chaired by a designee of NYCHA and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties shall mutually designate an MWBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Grievances shall include the contract number and the Program Work address; such information is posted at the work site if already commenced and is available in the NYCHA Record and Notice to Proceed for projects not already commenced.

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Local Union grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the LMC in the first instance rather than Step 1 below. To be timely, such notice must be given no later than five days prior to the bid opening date advertised in the Record and bid documents for that contract, or any adjourned date publicly noticed if the grievance is challenging a determination by NYCHA that the contract is not subject to this Agreement. Compliance with this limit shall operate as a statute of limitations and shall be a condition precedent to arbitration. For other grievances as to contractor and/or subcontractor scope of work issues, notice of such challenges shall be submitted to the LMC within 7 calendar days after the act, occurrence or event giving rise to the grievance. If the scope of work grievance is not resolved within 21 days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the

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Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

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

Step 2:

A Step 2 grievance shall be filed with NYCHA, the BCTC, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor and/or a contractor association representative where appropriate, Council, the Construction Manager (or designee), and, if the grievance is against a subcontractor, the subcontractor, shall meet in Step 2 within 7 calendar days of the service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) the BCTC. In the event the matter is not resolved at Step 2, either Howard Edelman or Richard Adelman, who shall act, alternately (beginning with Arbitrator Howard Edelman), as the

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Arbitrator under this procedure, shall be designated at the Step 2 hearing and the BCTC will notify the arbitrator of his designation. After such notification by the BCTC, the Local Union demanding arbitration shall within a reasonable time request the arbitrator to schedule the matter for an arbitration hearing date. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

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

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with federal or State law, may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

**SECTION 3. PARTICIPATION BY NYCHA AND/OR CONSTRUCTION
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NYCHA or the Construction Manager (or such other designee of NYCHA) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

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

SECTION 2. ASSIGNMENT

All Program Work assignments shall be made by the Contractor to unions affiliated with the Council consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Program Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated in the applicable Schedule "A" (in the appropriate Schedule "A" amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the prevailing wage law provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA. Furthermore, employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this Agreement may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds that they have participated in under the terms of this Agreement.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate Core Employees pursuant to Article 4, Section 2 (B) and (C) that are not signatory to a Schedule "A" agreement and who maintain bona fide private benefit plans that satisfy the requirements of Section 220 of the New York State Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement

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amount and any shortfall must be paid by cash supplement to the employee.

2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to NYCHA at the time of contract award a complete set of plan documents for each non-Schedule "A" benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(1) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. NYCHA shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor's alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) Core Employees, the Local Unions have no duty to enforce the Contractor's obligations on the alternate benefit plan(s) as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the City determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter of Assent, satisfy its obligations for all employees, including Core Employees, by contributing to the Schedule "A" benefit plans in accordance with the terms of the Schedule "A" agreements.

C. The Contractors agree to be bound by the written terms of the legally established jointly trusteed 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 Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit

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payments.

D. 1. In consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"), NYCHA agrees that where any such union and/or fringe benefit fund shall notify NYCHA, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, NYCHA shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and NYCHA, be deemed a payment by NYCHA to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other NYCHA or non-NYCHA project.

2. In addition, where a union or employee benefit fund gives notice to NYCHA that a

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Contractor is Delinquent as defined in subsection 2(D)(1) above and NYCHA determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by NYCHA that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage law and this Agreement with respect to the payment of fringe benefits and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement. NYCHA will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one-year period or such earlier period if the Contractor is ultimately determined not to be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, NYCHA, Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from NYCHA.

E. In the event the General Contractor or Delinquent Contractor shall notify NYCHA as above provided that the claim of the union or fringe benefit fund is in dispute, NYCHA shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims to be due it, pending resolution of the dispute pursuant to the union's Schedule

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“A” agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or fringe benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor’s monthly invoice for work performed by the Delinquent Contractor. In the event NYCHA shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by NYCHA, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent NYCHA from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

F. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on the part of NYCHA to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and NYCHA.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of forty (40) hours of work at straight time rates, Monday through Friday, eight (8) hours per day, plus ½ hour unpaid lunch period. The

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standard work week may be reduced to thirty-five (35) or thirty-seven and one-half (37 ½) hours of work at straight time rates, Monday through Friday, seven (7) or seven and a half (7½) hours per day, plus ½ hour unpaid lunch period in those limited circumstances where NYCHA states in the bid documents that the Contractor will not be given access to the site to accommodate an eight (8) hour day. The 8 hour, 7 ½ hour or 7-hour workday must be established at the commencement of the project and may not be altered by the Contractor.

B. In accordance with project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., for an 8 hour day, and up to 7:30 p.m. for a ten (10) hour day. The Evening Shift (or second shift) shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by NYCHA's phasing plans on specific projects. The Night Shift (or third shift) shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by NYCHA's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Except as provided above, Monday through Friday is the standard work week; eight (8) hours of work ("5/8") plus ½ hour unpaid lunch. Notwithstanding any other provision of this Agreement, a Contractor may schedule a four (4) day work week, ten (10) hours per day ("4/10") at straight time rates, plus a ½ hour unpaid lunch, at the commencement of the job.

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

SECTION 2. OVERTIME

Overtime shall be paid for any work (i) over an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s are scheduled, work over ten (10) hours in a day where 4/10s are scheduled, or work over seven (7) or seven and one half (7½) hours where such hours are scheduled pursuant to Article 12, section 1(A) and (ii) over forty (40) hours in a week, or over thirty five (35) or thirty seven and one-half (37 ½) where such hours are scheduled pursuant to Article 12, section 1(A). Overtime shall be paid at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule "A". There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of NYCHA. It is not necessary to work a Day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of NYCHA or the Construction Manager, and must be scheduled with not less than five (5) workdays' notice to the Local Union or such lesser notice as may be mutually agreed upon.

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B. Second and/or Third Shifts – The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by NYCHA phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work there shall be a 5% shift premium, or the rate required by the applicable prevailing wage laws, whichever is less. No other premium or other payments for such work shall be required unless such work is in excess of the employee’s regularly scheduled work week, i.e., forty (40) hours in the week or thirty five (35) or thirty seven and one half (37½) pursuant to Article 12, Section 1(A). All employees within the same classification performing Program Work will be paid at the same wage rate regardless of the shift or work, subject only to the foregoing provisions.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Program Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be ten (10) recognized holidays for Program Work:

New Year’s Day	Presidents’ Day
Martin Luther King Day	Juneteenth
Memorial Day	Veteran’s Day
Labor Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday.

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B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule "A" for work performed on a holiday, even where the PLA holiday differs from the Schedule "A" holiday.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. MAKE-UP DAYS

When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday the Contractor may schedule a Saturday make-up day (or Friday make-up day in the case of a 4/10 schedule) and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1½). The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for their full shift. Contractors shall not be permitted to call, text or email or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a weather advisory for the area in which the work location is situated, and the entire project is shut down as

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a result of the Weather Advisory, the Contractor shall be permitted to speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The Contractor shall make every effort to notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

B. When an employee, who has completed their scheduled shift and left the Program Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

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

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule "A" requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. 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 8. EMERGENCY WORK SUSPENSION

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

SECTION 9. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than a full day's pay in accordance with the employee's regularly scheduled workday under Article 12, Section (1)(A). Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize systems to check employees in and out. Each employee must check in and out and sign a daily sign in sheet, or other attendance methodology approved in writing by NYCHA. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. 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

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of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a craft or trade. 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 12. 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. Where 4/10s are being worked there shall be a morning and an afternoon coffee break.

ARTICLE 13 – APPRENTICES AND WORKFORCE DEVELOPMENT

SECTION 1. APPRENTICE RATIOS AND REFERRALS

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, NYCHA residents and other economically disadvantaged individuals including non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are registered. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor ("NYSDOL") or the maximum allowed per trade. 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 parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions apprentice programs the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment

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for Women, New York Helmets to Hardhats, Pathways to Apprenticeship (P2A), HireNYC Construction Careers, and NYCHA construction training programs (including but not limited to the NYCHA Resident Training Academy (NRTA)). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYS DOL.

SECTION 2 WORKFORCE DEVELOPMENT

A. The parties to this Agreement recognize the mutual interest in increasing training and career opportunities for Program Hires. The parties are committed to (i) increasing opportunities for Program Hires in pre-apprenticeship and apprenticeship programs, and (ii) using the work opportunities provided by this Agreement to increase the career opportunities for qualified Program Hires, and (iii) to assure the continued availability of a skilled and qualified, readily available construction workforce for this program and future work. The parties agree to the Workforce Development Program and terms set forth in the attached Memorandum of Understanding (Exhibit C).

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Program Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and NYCHA from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge. The Construction Manager and/or Contractor may adopt, and the Unions shall agree, to the Drug and Alcohol Testing Policy attached as Schedule

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"B".

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for Program Work. Such rules will be published and posted in conspicuous places throughout the Program Work sites. Any site security and access policies established by the Construction Manager or General Contractor intended for specific application to the construction workforce for Program Work and that are not established pursuant to NYCHA directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the LMC.

SECTION 3. INSPECTIONS

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

ARTICLE 15 - TEMPORARY SERVICES

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the determination of NYCHA or the Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of the Contractor. NYCHA or the Construction Manager may determine the need for temporary services requirements during non-working hours, and when used shall be staffed and assigned to the appropriate trades(s), and which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services, provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the New

Article 16
York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, gender identity, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

Any words signifying any gender shall be interpreted to mean any or all gender identities.

ARTICLE 17- GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Construction Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Program Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. 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.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B".

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

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

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shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

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

SECTION 5. FULL WORK DAY

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

SECTION 6. COOPERATION AND WAIVER

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYSDOL, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this

ARTICLE 18. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Program Work, the provision or provisions involved (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that NYCHA's (or Construction Manager's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

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void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where NYCHA and the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other 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 NYCHA, the Construction Manager, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

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

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule "A" notify NYCHA and the Construction Manager (where applicable) in writing by providing a copy of the updated Collective Bargaining Agreement(s) incorporating the changes agreed to in that Area Collective Bargaining Agreement which are applicable to work covered by this Agreement and their effective dates.

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

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

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1.

An Alternative Dispute Resolution ("ADR") program may be negotiated and participation in the ADR program will be optional by trade.

ARTICLE 21 – HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the New York City Helmets to Hardhats Program ("H2H") to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with H2H to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 22 – MISCELLANEOUS

SECTION 1.

Any modification, amendment, or supplement to this Agreement is not valid or enforceable against either Party unless it is in writing and signed by an authorized representative of NYCHA and the BCTC.

SECTION 2.

This Agreement may be executed in two or more counterparts, each of which will be

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

deemed to be an original, but all of which will constitute one and the same Agreement.

**(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT
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RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 1st day of January, 2024

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY

BY: Mary LaBarbera
Name/Title

FOR NEW YORK CITY HOUSING AUTHORITY
BY: [Signature]
Name/title

APPROVED AS TO FORM:

[Signature]
GENERAL COUNSEL
NEW YORK CITY HOUSING AUTHORITY

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

FOR THE LOCAL UNIONS:

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Tom Ryan, Business Manager – International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas F. Ryan
Signature

01/03/2024
Date

Tom Ryan
Print name

Business Manager - Secretary Treasurer, Boilermakers Local 5
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Jack Argila, Business Manager – Bricklayers and Allied Craftworkers, Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Jack Argila

Signature

1/9/2024
Date

JACK ARGILA

Print name

President

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT


TO: Carmine D'Amato, Business Manager – Building Concrete & Excavating
Laborers, Local Union No. 731

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



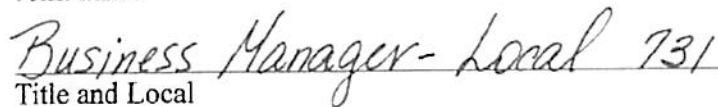
Signature



Date



Print name



Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

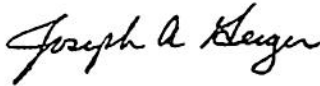
TO: Joseph Geiger, Executive Secretary Treasurer – N.Y.C. and Vicinity District
Council of Carpenters

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

1/3/2024

Date

Joseph A Geiger
Print name

EST- NYCDCC
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Gino Castignoli, Business Manager – Cement Masons
Local Union No. 780

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

01-03-24

Date

Gino Castignoli

Print name

BM 780

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

2023-2026

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Angelo Angelone, Business Manager – Concrete Workers District
Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

01/04/2024
Date

Angelo Angelone
Print name

President, Business Manager CCWBC16
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Pawel Gruchacz – Asbestos, Lead & Hazardous Waste, Laborers Local
Union No. 78

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

01/09/2024

Date

Pawel Gruchacz
Print name

Business Manager, Local 78
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Mike Prohaska, Business Manager – Construction & General Building Laborers Local Union No. 79

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Prohaska
Signature

1/11/2024
Date

Michael Prohaska
Print name

Business Manager Local 79
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

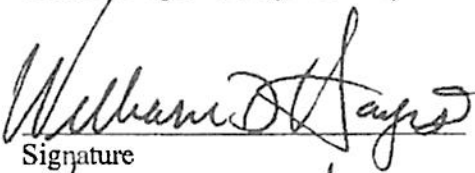
TO: William D. Hayes, Business Manager – Derrickmen and Riggers Local
Union No. 197

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

1/19/24
Date

William D. Hayes
Print name

FS-T / Business Manager LOCAL 197
Title and Local

* Shifts AS per Schedule 'A' CBA

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Christopher, Business Manager – International Brotherhood of Electrical
Workers, Local Union No. 3

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

01/03/2024

Date

Christopher Erikson

Print name

Business Manager, Local 3 IBEW

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Lenny Legotte, Business Manager – International Union of Elevator Constructors,
Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

01/18/2024

Date

Lenny Legotte

Print name

President / Business Manager

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: John Jovic, Business Manager – Heat & Frost Insulators & Allied Workers, Local
Union No. 12

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

1/3/2024
Date

John Jovic
Print name

Bm/FST Local 12
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT


TO: Jaime Soto, Business Manager – Heat & Frost Insulators & Allied Workers Local Union No. 12A

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

January 11, 2024
Date

Jaime Soto

Print name

Business Manager/Secretary Treasurer - Local 12A

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS / STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Keith J. Loscalzo, Business Manager - Laborers Local 1010

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

JANUARY 3, 2024
Date

Keith J. Loscalzo

Print Name

Business Manager, Laborers' Local 1010

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Peter Myers, President – New York State Iron Workers
District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

01/17/2024.
Date

PETER MYERS
Print name

PRESIDENT, NYS IRON WORKERS DISTRICT COUNCIL.
Title and Local

EXECUTION COPY

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Daniel Doyle, Business Manager – Structural Iron Workers, Local
Union No. 40

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Daniel D. Doyle
Signature

1/11/23
Date

DANIEL D. DOYLE
Print name

BUSINESS MANAGER / FST
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

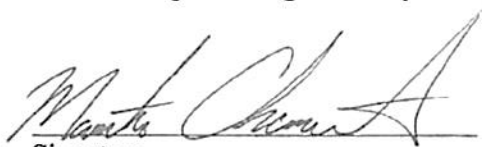
TO: Matthew Chartrand, Business Manager – Structural Iron Workers, Local Union
No. 361

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

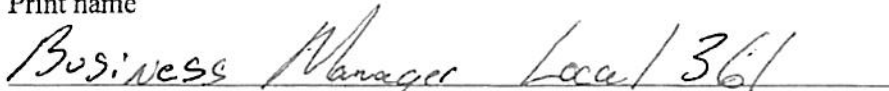
Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature


Date


Print name


Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

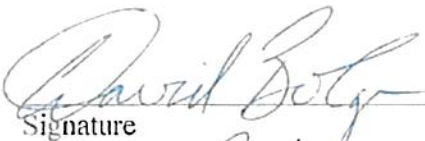
TO: David Bolger, Business Manager – Mason Tenders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

1/3/2024
Date

David Bolger
Print name

Business Manager, Mason Tenders' D.C.
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Michael Anderson, Business Manager - Metallic Lathers & Reinforcing
Ironworkers, Local No. 46

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Anderson
Signature

1/3/24
Date

Michael Anderson
Print name

Business Manager
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Nolan, Business Manager – Ornamental Iron Workers,
Local Union No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

1/3/24
Date

JOSEPH NOLAN
Print name

BUSINESS MANAGER / FST
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager – Glaziers No. 1087, District Council 9
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

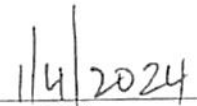
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name **Joseph Azzopardi**
Business Manager/Secretary Treasurer - DC9

Title and Local

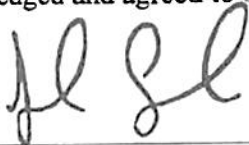
RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager – Painters, District Council No. 9
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

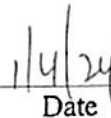
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Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name **Joseph Azzopardi**
Business Manager/Secretary Treasurer - DC9

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

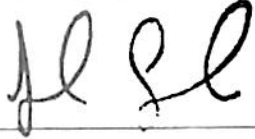
TO: Joseph Azzopardi, Business Manager – Metal Polishers, Local Union
No. 8A-28A; District Council No. 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

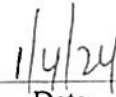
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name

Joseph Azzopardi

Business Manager/Secretary Treasurer - DC9

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

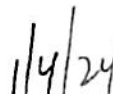
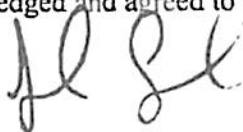
TO: Joseph Azzopardi, Business Manager – Drywall Tapers Local Union No 1974, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

Date

Print name

Joseph Azzopardi

Business Manager/Secretary Treasurer - DC9

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

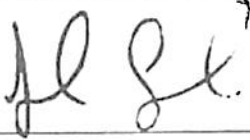
TO: Joseph Azzopardi, Business Manager – Bridge & Structural Steel Painters, Local Union No. 806, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name

Joseph Azzopardi
Business Manager/Secretary Treasurer - DC9

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Dale Alleyne, Business Manager – Operative Plasterers Local Union No. 262

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

1-8-24
Date

Dale Alleyne
Print name

Business Manager Local 262
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Paul O'Connor, Business Manager – UA Plumbers Local Union No. 1
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Paul O'Connor
Signature

1/4/24
Date

PAUL O'CONNOR
Print name

Business Manager UA Local #2
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Nick Siciliano, Business Manager – Roofers & Waterproofers, Local Union No. 8
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

JAN 4, 2024
Date

Nick Siciliano
Print name

Business Manager Roofers + Wp Local 8
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Eric Meslin, President/Business Manager – Sheet Metal Workers,
Local Union No. 28

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Eric Meslin

1/5/24

Signature

Date

Eric Meslin

Print name

*President and Business Manager
Sheet Metal Workers Local 28*

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Dante Dano, President/Business Manager – Sheet Metal Workers,
Local Union No. 137

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Dante Dano Jr. (SF)
Signature

01/03/2024

Date

Dante Dano, Jr. "Signs & Graphics"
Print name

President/ Business Manager- SMART Local 137
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Robert Bartels Jr., Business Agent at Large – UA Steamfitters, Local Union No. 638

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Robert J. Bartels Jr.

Signature

1/29/24
Date

Robert J. Bartels, Jr.

Print name

Business manager - 638

Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Thomas Gesualdi, President – Teamsters, Local Union No. 282
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Gesualdi
Signature

1/3/24
Date

Thomas Gesualdi
Print name

President, Teamsters Local 282
Title and Local

EXECUTION COPY

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: William A. Hill, President – Tile, Marble & Terrazzo, B.A.C.
Local Union No. 7

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

01/23/2024
Date

Matthew Guy
Print name

Secretary Treasurer – BAC Local #7 Tile Marble & Terrazzo of NY/NJ
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Thomas Gesualdi, President – Teamsters, Local Union No. 282
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity

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Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Gesualdi
Signature

1/3/24
Date

Thomas Gesualdi
Print name

President Teamsters Local 282
Title and Local

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

SCHEDULE A

COLLECTIVE BARGAINING AGREEMENTS

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent

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International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	General Contractors Association
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association

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Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA

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The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League

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The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

EXHIBIT A

Project Labor Agreement - - Letter of Assent

Dear: _____

The undersigned party confirms that it agrees to be a party to and be bound by the New York City Housing Authority Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as _____ and located at _____ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto:
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice programs rules and procedures but only to the extent of Program Work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Program Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

Local Union: _____

Description of Work: _____

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Contract Numbers: _____

Dated: _____

(Name of Contractor or subcontractor)

(Name of CM; GC; Contractor or
Higher Level Subcontractor)

(Authorized Officer & Title)

(Signature)

(Address)

(Phone) (Fax)

Contractor's State License
#

Sworn to before me this
____ day of _____

Notary Public

EXHIBIT B

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK & VICINITY

STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- Provide a full day's work for a full day's pay;
- Safely work towards the timely completion of the job;
- Arrive to work on time and work until the contractual quitting time;
- Adhere to contractual lunch and break times;
- Promote a drug and alcohol free work site;
- Work in accordance with all applicable safety rules and procedures;
- Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;
- Respect management directives that are safe, reasonable and legitimate;
- Respect the rights of co-workers;
- Respect the property rights of the owner, management and contractors.

The Unions affiliated with the Building and Construction Trades Council of Greater New York & VICINITY will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- Management adherence to the collective bargaining agreements;
- Communication and cooperation with the trade foremen and stewards;
- Efficient, safe and sanitary management of the job site;

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- Efficient job scheduling to mitigate and minimize unproductive time;
- Efficient and adequate staffing by properly trained employees by trade;
- Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;
- Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner
- Promote job site dispute resolution and leadership skills to mitigate such disputes;
- Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

EXHIBIT C

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE NEW YORK CITY HOUSING AUTHORITY AND THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY

This Memorandum of Understanding (“MOU”) is entered into on this ____ day of _____, between the New York City Housing Authority (“NYCHA”), with an office located at 250 Broadway, New York, NY 10007, and the Building and Construction Trades Council of Greater New York and Vicinity (“BCTC”), with an office located at 350 West 31st Street New York, NY 10001, on its behalf and on behalf of its affiliated unions. NYCHA and the BCTC are collectively referred to as the “Parties” and each, individually, a “Party”.

Whereas, NYCHA and the BCTC, on its behalf and on behalf of its affiliated unions, have entered into a Project Labor Agreement (“PLA”) on the ____ day of _____, for certain renovation and rehabilitation of NYCHA buildings and structures; and

Whereas, the PLA acknowledges that NYCHA, its third party Construction Managers as defined in the PLA, contractors and subcontractors may be subject to certain requirements under Section 3(b)(2) of the Housing and Urban Development Act of 1969 or other lawful requirements to promote training and employment opportunities that NYCHA uniformly applies to both Program Work subject to the PLA and to work not subject to the PLA; and

Whereas, the PLA stipulates that the parties to it will promote and encourage, as an appropriate source of apprenticeship recruitment consistent with the rules and operations of the apprenticeship programs jointly sponsored by affiliated unions of the BCTC and employers signatory to collective bargaining agreements with these affiliated unions, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women, New York Helmets to Hardhats, Pathways to Apprenticeship (P2A), HireNYC Construction Careers, and the NYCHA construction training programs (including but not limited to the NYCHA Resident Training Academy (NRTA)); and

Whereas, it is the intention of NYCHA and the BCTC to both jointly and independently promote and implement policies, goals and means by which HUD Section 3 workers, including, but not limited to, NYCHA residents, may access apprenticeship training and employment opportunities; and

Now, therefore, NYCHA and the BCTC set forth their mutual understandings and agree as follows:

1. The BCTC shall reserve at least 50 new apprenticeship positions each calendar year through both the general recruitment and direct entry programs for NYCHA residents.
2. To facilitate HUD Section 3 hiring, the Local Unions shall provide NYCHA with at least

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60 days notice prior to opening up their general recruitment period of apprenticeship programs and inform NYCHA of the number of interviews and/or testing slots it will assign NYCHA construction training program (including but not limited to the NYCHA Resident Training Academy ("NRTA")) graduates for that particular recruitment session.

3. To help reach the goal set forth in paragraph 1, NYCHA and the BCTC will work cooperatively to identify and pursue appropriate sources of public and private funds and resources, as needed, to provide pre-apprenticeship training, other services and direct entry into apprenticeships for NYCHA residents workers.
4. NYCHA recognizes that different apprenticeship programs face different circumstances and have varying capacities; notwithstanding that, the BCTC agrees to encourage and support meeting the goal in Paragraph 1, and to work with apprenticeship programs jointly sponsored by their affiliated unions and contractors to take affirmative steps to achieve that goal.
5. NYCHA and the BCTC acknowledge that on federally funded projects NYCHA must comply with Executive Order 11246 and federal regulations contained at 24 CFR Part 75 ("Section 3") regarding efforts to employ NYCHA residents and other HUD Section 3 populations.
6. NYCHA and the BCTC will jointly support and encourage 100% participation of all affiliated joint apprentice programs.

For the New York City Housing Authority

By: _____

For Building and Construction Trades Council of Greater New York and Vicinity

By: _____

Gary LaBarbera, President

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

SCHEDULE "B" - DRUG AND ALCOHOL POLICY

PREAMBLE

WHEREAS, [CONSTRUCTION MANAGER] ("Construction Manager"), for the construction project located at [PROJECT ADDRESS] ("Project") desires to provide for a safe, drug and alcohol-free work site for the Project;

WHEREAS, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between the Construction Manager and the New York City Building and Construction Trades Council ("Council") (the Construction Manager and BCTC are collectively referred to hereafter as the "Parties");

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof,

ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy ("Policy") is hereby established by the Construction Manager and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

ARTICLE 2-GENERAL CONDITIONS

SECTION 2.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

SECTION 2.2 - REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol statute

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for a violation occurring in the workplace within the past two years;

3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

SECTION 2.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit 1. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Council or its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Developer or Construction Manager as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Developer or Construction Manager.

SECTION 2.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of the Owner, Construction Manager and Project trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly,

"Project Personnel").

SECTION 2.5 - EXCLUDED SUBJECTS

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

- A. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- B. Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- F. Emergency responders.

SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

SECTION 2.7 - SEARCHES

In order for the Construction Manager to ensure the safety of Project Personnel and for the Construction Manager to protect its assets, the Construction Manager shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personalbody searches or physical contact with employees.

ARTICLE 3 - DRUG & ALCOHOL TESTING

SECTION 3.1 - COLLECTION PROCESS

As of the execution date of this PLA, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing

laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

C. REINSTATEMENT OF SITE ACCESS PRIVILEGES

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the Construction Manager. :

1. The individual has provided proof of wellness from an accredited rehabilitation facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and

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3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the Construction Manager. If all of these conditions have been met, the Construction Manager agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project site will subject the Project Personnel Employee to immediate removal from the Project site and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall, in any event, be subject to the reasonable approval by Construction Manager.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

SECTION 3.5 - RANDOM TESTING

A third-party provider designated by the Construction Manager will randomly select by an objective criteria a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the Construction Manager.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee's then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the Construction Manager, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 3.6 - POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system

components.

SECTION 3.7 - REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;
- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 3.8 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

- 1. The testing station(s) shall be screened off, or otherwise closed off from public view.
- 2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.

EXHIBIT 1

CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut-off Limit (ng/ml)
Amphetamines	1000	500
Benzoylcegonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6-acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post- accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
 - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
 - If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.
 - Notwithstanding anything set forth above to the contrary, a Project Personnel may elect

RENOVATION & REHABILITATION OF NYCHA BUILDINGS/STRUCTURES

to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may not voluntarily go home more than once within a twelve month period.

- If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
- If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
- Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 3.4(c) of the Policy.

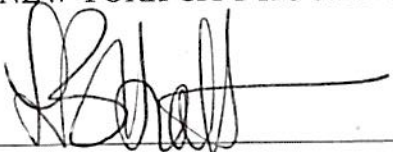
3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
PROJECT LABOR AGREEMENT
COVERING SPECIFIED
RENOVATION & REHABILITATION
OF NEW YORK CITY HOUSING AUTHORITY
BUILDINGS AND STRUCTURES
2023-2026**

This will confirm our agreement and understanding concerning the effective date and application of the 2024-2026 Project Labor Agreement (“2024 PLA”) and the parties’ previous Project Labor Agreement that expired on December 31, 2023 (the “Expired PLA”), and this letter, shall supersede any contrary terms in both the 2024 PLA and the Expired PLA:

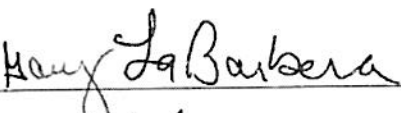
1. The 2024 PLA shall be effective retroactively to January 1, 2024.
2. Any work that would be considered Project Work under the Expired PLA for which sealed bids were requested on or before December 31, 2023 and for which NYCHA opens said bids after January 1, 2024 will continue to be covered by the Expired PLA.
3. Any work that is Project Work under the 2024 PLA where bids were requested on or after January 1, 2024 will be covered by the 2024 PLA.
4. Any Project Work awarded by contract executed on or after January 1, 2024 based on a Request for Qualification/Request for Proposal process will be covered under the 2024 PLA.
5. The 2024 PLA shall expire on December 31, 2026 (not September 30, 2026 as set forth in the executed full document).

For NEW YORK CITY HOUSING AUTHORITY

By:  _____

Date: 2.1.24

For BUILDING AND CONSTRUCTION TRADE COUNCIL OF GREATER NEW YORK
AND VICINITY

By:  _____

Date: 2/1/24

MEMORANDUM OF UNDERSTANDING REGARDING
PROJECT LABOR AGREEMENT
COVERING SPECIFIED
RENOVATION & REHABILITATION
OF NEW YORK CITY HOUSING AUTHORITY
BUILDINGS AND STRUCTURES
2023-2026

This Memorandum of Understanding (“MOU”) is made by and between the New York City Housing Authority (“NYCHA”), the Building and Construction Trades Council of Greater New York and Vicinity (the “Council”), and the International Union of Elevator Constructors, Local 1 (“Local 1”)(NYCHA, the Council, and Local 1 shall be collectively referred to herein as “The Parties”).

Under the parties’ prior Project Labor Agreement, it was agreed that modernization and rehabilitation of existing elevators and construction of new elevators (“Elevator Work”) would be removed from coverage of the Agreement, due to the difficulty NYCHA had in attracting sufficient bidders for such work through the procurement process.

The Parties now wish to memorialize their understanding regarding Program Work under the Project Labor Agreement, effective January 1, 2024, entered into by and among the Parties (the “Agreement”) in this MOU.

The definition of “Program Work” under Article 3, Section 1 of the Agreement includes Contracts for Elevator Work. However, if after twelve (12) months following execution of the Agreement, NYCHA determines in good faith it is not receiving a sufficient number of competitive bids to perform Elevator Work pursuant to the Agreement, NYCHA shall notify BCTC and Local 1. The Parties shall then meet and negotiate in good faith regarding the performance of Elevator Work under the Agreement, including consideration of but not limited to exclusion in whole or in part of this work from Program Work under the Agreement. If the negotiations between the Parties do not result in a resolution satisfactory to NYCHA within six months from commencement of such negotiations, bidders and their subcontractors for Elevator Work shall not be required to execute an assent to the Agreement until such time as an alternative resolution is agreed to by the Parties. This process may continue year after year on the anniversary date of execution of the Agreement, unless this MOU is modified in a writing executed by the parties or until the Agreement expires.

IN WITNESS WHEREOF the parties have caused this MOU to be executed as of the 2nd date of Feb, 2024.

FOR INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS LOCAL 1

BUILDING AND CONSTRUCTION
TRADE COUNCIL OF GREATER NEW
YORK AND VICINITY

BY: 
Lenny Legotte

BY: Mary La Barbera

FOR NEW YORK CITY HOUSING AUTHORITY

BY: 