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August 26, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Dear ^{Andrew} Chairman Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I am respectfully requesting legislative action in the form of a resolution authorizing Albany County to enter into a Project Labor Agreement and amendment with Seeler Engineering, PC for the new construction of our E911 Center located at the Clarksville Public Safety Building, 26 Olive Street, Clarksville, New York.

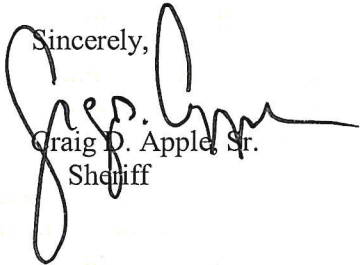
A study by Seeler Engineering, PC undertook an analysis of project labor considerations relevant to the project and concluded that a PLA could be beneficial for the project by creating uniformity in work rules and staffing requirements, uniformity in the settlement of any work disputes, a reliable source of skilled and experienced labor and obtaining the best work at the lowest prices.

The PLA Agreement acknowledges diversity of minorities and women and agrees to strive to achieve ten (10%) of all referrals of minorities and five (5%) of women. The Contractors shall make a good faith effort to employ qualified minority or female applicants from any other available source. The subcontractor shall submit a monthly report of the PC's total hours by minority/women hours worked. Copies of these reports will be provided to the County and the Legislative Chairman.

This agreement is projected to save an estimated \$54,000.00 in direct labor costs.

Should you have further questions, do not hesitate to contact me.

Sincerely,


Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Counsel

AMENDMENT TO
PROJECT LABOR AGREEMENT
COVERING
THE ALBANY COUNTY SHERIFF'S OFFICE EMERGENCY CALL CENTER PROJECT

The Project Labor Agreement ("Agreement") by and between the Prime Contractor for certain construction work to be performed as part of the Albany County Sheriff's Office Emergency Call Center (the Project) and the Greater Capital Region Building & Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated local union members is hereby AMENDED as follows.

Delete Second Paragraph of Section 4.4 WORKFORCE DIVERSITY UTILIZATION

Replace with new Second Paragraph of Section 4.4 WORKFORCE DIVERSITY UTILIZATION as follows:

The Unions and the County recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. Each of the Local Unions agree and will strive to achieve that ten (10%) percent of all referrals will consist of minorities and five (5%) percent of all referrals will consist of women. These percentage goals are based upon aggregate hours worked, by all crafts but each craft will strive to use best efforts to achieve the stated combined 15 percent goal. In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling the diverse workforce goals, the Contractor shall make a good faith effort to employ qualified minority or female applicants from any other available source.

Delete Fourth Paragraph of Section 4.4 WORKFORCE DIVERSITY UTILIZATION

Replace with new Fourth Paragraph of Section 4.4 WORKFORCE DIVERSITY UTILIZATION as follows:

For the purpose of tracking, the PCs shall produce and each Contractor and Subcontractor shall submit a monthly report to the PCs of total hours by craft worked and of minority/women hours worked by craft. Copies of the monthly reports will be provided to the County and to the Chairman of the Albany County Legislature.

Signed this 1st Day of Sept., 2021

For the Prime Contractor:

BY: _____ Title: _____

For the Greater Capital Region Building & Construction Trades Council, AFL-CIO:

BY: Michael Myers Title: PRESIDENT

Authorized by resolution dated this 1st Day of Sept., 2021 of the Greater Capital Region Building & Construction Trades Council, AFL-CIO authorizing President to sign this AMENDMENT on behalf of the local unions signatory to the PLA.

**PROJECT LABOR AGREEMENT
COVERING
THE ALBANY COUNTY SHERIFF'S OFFICE EMERGENCY CALL CENTER
PROJECT**

TABLE OF CONTENTS

ARTICLE 1- PREAMBLE.....	1
SECTION 1.1 PARTIES TO THE AGREEMENT	2
ARTICLE 2 - PRIME CONDITIONS	2
SECTION 2.1 DEFINITIONS	2
SECTION 2.2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE	2
SECTION 2.3 ENTITIES BOUND & ADMINISTRATION OF AGREEMENT	3
SECTION 2.4 SUPREMACY CLAUSE	3
SECTION 2.5 LIABILITY	3
SECTION 2.6 COUNTY	3
SECTION 2.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS.....	3
ARTICLE 3 - SCOPE OF THE AGREEMENT	4
SECTION 3.1 THE WORK.....	4
SECTION 3.2 CLEANING	5
SECTION 3.3 MOVING OF MATERIALS	5
SECTION 3.4 NO INTERFERENCE.....	5
SECTION 3.5 TIME LIMITATIONS	5
SECTION 3.6 EXCLUDED EMPLOYEES.....	5
SECTION 3.7 NON-APPLICATION TO CERTAIN ENTITIES	6
ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT	6
SECTION 4.1 PRE-HIRE RECOGNITION.....	6
SECTION 4.2 UNION REFERRAL	6
SECTION 4.3 NON-DISCRIMINATION IN REFERRALS.....	7
SECTION 4.4 WORKFORCE DIVERSITY UTILIZATION	8
SECTION 4.5 CROSS AND QUALIFIED REFERRALS.....	8
SECTION 4.6 UNION DUES	8
SECTION 4.7 CRAFT FOREPERSONS AND PRIME FOREPERSONS	9
ARTICLE 5 - UNION REPRESENTATION	9
SECTION 5.1 LOCAL UNION REPRESENTATIVE	9
SECTION 5.2 STEWARDS	10
SECTION 5.3 LAYOFF OF A STEWARD	10
SECTION 5.4 UNION STANDARDS	10
ARTICLE 6 - MANAGEMENT'S RIGHTS.....	11
SECTION 6.1 RESERVATION OF RIGHTS	11
SECTION 6.2 MATERIALS, METHODS & EQUIPMENT	11
ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS	11
SECTION 7.1 NO STRIKES-NO LOCK OUT.....	11
SECTION 7.2 DISCHARGE FOR VIOLATION	12
SECTION 7.3 NOTIFICATION.....	12
SECTION 7.4 EXPEDITED ARBITRATION.....	12
SECTION 7.5 ARBITRATION OF DISCHARGES FOR VIOLATION.....	13

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE.....	13
SECTION 8.1 SUBJECTS.....	13
SECTION 8.2 COMPOSITION	13
SECTION 8.3 MINORITY AND WOMEN’S BUSINESS RECRUITMENT.....	14
ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE.....	14
SECTION 9.1 CLOSE COOPERATION.....	14
SECTION 9.2 IMPORTANCE to ALL PARTIES.....	14
SECTION 9.3 PROCEDURE.....	14
SECTION 9.4 PARTICIPATION BY The COUNTY	15
ARTICLE 10 - JURISDICTIONAL DISPUTES.....	15
SECTION 10.1 ASSIGNMENT.....	15
SECTION 10.2 PROCEDURE FOR SETTLEMENT OF DISPUTES.....	15
SECTION 10.3 NO INTERFERENCE WITH WORK.....	16
SECTION 10.4 PRE-JOB CONFERENCE.....	16
ARTICLE 11- WAGES AND BENEFITS	16
SECTION 11.1 CLASSIFICATION AND BASE HOURLY RATE	16
SECTION 11.2 EMPLOYEE BENEFITS/SUPPLEMENTS.....	17
ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS.....	18
SECTION 12.1 WORK WEEK AND WORK DAY.....	18
SECTION 12.2 OVERTIME/PREMIUM PAY	19
SECTION 12.3 SHIFTS	19
SECTION 12.4 HOLIDAYS	20
SECTION 12.5 REPORTING PAY	20
SECTION 12.6 PAYMENT OF WAGES	20
SECTION 12.7 EMERGENCY WORK SUSPENSION.....	21
SECTION 12.8 INJURY/DISABILITY	21
SECTION 12.9 TIME KEEPING	21
SECTION 12.10 MEAL PERIOD	21
SECTION 12.11 BREAK PERIODS.....	21
ARTICLE 13 - APPRENTICES	22
SECTION 13.1 RATIOS	22
SECTION 13.2 DEPARTMENT OF LABOR	22
SECTION 13.3 HELMETS TO HARDHATS	22
ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY	22
SECTION 14.1 SAFETY REQUIREMENTS.....	22
SECTION 14.2 CONTRACTOR RULES	23
SECTION 14.3 INSPECTIONS	23
ARTICLE 15 - NO DISCRIMINATION.....	23
SECTION 15.1 COOPERATIVE EFFORTS.....	23
SECTION 15.2 LANGUAGE OF AGREEMENT	23
ARTICLE 16 - GENERAL TERMS.....	23
SECTION 16.1 PROJECT RULES	23

SECTION 16.2 TOOLS OF THE TRADE.....	24
SECTION 16.3 SUPERVISION.....	24
SECTION 16.4 TRAVEL ALLOWANCES	24
SECTION 16.5 FULL WORKDAY	24
ARTICLE 17 – COOPERATION	24
ARTICLE 18 - SAVINGS AND SEPARABILITY	24
SECTION 18.1 THIS AGREEMENT	24
SECTION 18.2 THE BID SPECIFICATIONS	25
SECTION 18.3 NON-LIABILITY	25
SECTION 18.4 NON-WAIVER.....	25
ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS.....	25
SECTION 19.1 CHANGES TO AREA CONTRACTS	25
SECTION 19.2 LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS	26
ARTICLE 20 - WORKERS' COMPENSATION ADR.....	26
SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS	30
SCHEDULE B - LETTER OF ASSENT	32
SCHEDULE C – PRE-JOB QUESTIONNAIRE	33
SCHEDULE D - SIDE LETTER OF AGREEMENT	45

**PROJECT LABOR AGREEMENT
COVERING THE ALBANY COUNTY SHERIFF'S OFFICE EMERGENCY CALL
CENTER PROJECT**

ARTICLE 1- PREAMBLE

WHEREAS, Albany County, ("County"), desires the efficient, safe, quality, and timely completion of a construction project relating to the Albany County Sheriff's Office Emergency Call Center Project in a manner designed to afford the lowest reasonable costs to the County, and the Public it serves, and the advancement of permissible statutory objectives;

WHEREAS, the County has engaged Seeler Engineering, P.C. ("Seeler") to undertake an analysis of whether the use of a Project Labor Agreement will best serve the County's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

WHEREAS, Seeler's *Report Project Labor Agreement Benefits Analysis*, dated February 26, 2021 ("*Report*") concluded that use of a Project Labor Agreement would provide County with measurable economic benefits and would promote County's interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

WHEREAS, the County has carefully reviewed and considered Seeler's *Report* and finds, among other things, that County's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, preventing the impact of delay, avoiding labor unrest, and gaining measurable management flexibility and benefits are best met by requiring a Project Labor Agreement and, therefore, directs that a Project Labor Agreement be made part of the Project; and

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

- (1) providing a mechanism for achieving the most cost efficient means of construction, including direct labor cost savings;
- (2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Project;
- (3) standardizing the terms and conditions governing the employment of labor on the Project;
- (4) permitting wide flexibility in work scheduling and shift hours and times;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) furthering public policy objectives as to improved employment

opportunities for minorities, women and the economically disadvantaged in the construction industry; and

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

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions relating to the Project;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1.1 PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into for certain construction work to be performed as part of the "Albany County Sheriff's Office Emergency Call Center Project" (as defined below) by and among: (i) Albany County's Prime Contractor(s) ("the PCs"); (ii) the Greater Capital Region Building & Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated local union members; and (iii) the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 - PRIME CONDITIONS

SECTION 2.1 DEFINITIONS

Throughout this Agreement:

(A) "Union Parties" and "Unions" means the Greater Capital Region Building & Construction Trades Council, AFL-CIO and the Local Unions individually and collectively;

(B) "Local Union(s)" means the Local Unions that sign this Agreement, individually and collectively;

(C) "The Project" means the construction of the Albany County Sheriff's Office Emergency Call Center Primely including new construction and minor alterations to the existing structure, as more fully set forth in Article 3, Section 3.1;

(D) "PC" means the Prime Contractor(s), the entities holding the construction contracts with the County;

(E) "Contractor(s)" means the Prime Contractor(s) and each Subcontractor to the Prime Contractor(s), of whatever tier engaged in on-site construction work on the Project within the scope of this Agreement as defined in Article 3; and

(F) "Capital Region Council" means the Greater Capital Region Building & Construction Trades Council, AFL-CIO.

SECTION 2.2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Capital Region Council and the Local Unions having jurisdiction over the Project work and is approved by the National Building and Construction Trades Department, AFL-CIO; (2) the Agreement is signed by the Prime Contractors; (3) the Agreement is approved by the NYS Building & Construction Trades Council; and (4) the Agreement is authorized by the County.

SECTION 2.3 ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, and their affiliates and all Contractors performing on-site Project work as defined in Article 3. Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their Subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 and require that each Subcontractor, of whatever tier, sign a letter of assent (Schedule B). The Contractors shall use their best care, skill and diligence in supervising and directing all work on the Project. This Agreement shall be administered by the Prime Contractor, for the benefit of County, which is an intended third party beneficiary of this Agreement.

SECTION 2.4 SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding with respect to the Project and supersedes any national agreement, local agreement or other collective bargaining agreement except for all work performed under the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors, those agreements shall apply (except that notwithstanding the foregoing National Agreements, Articles 7, 9, and 10 of this Agreement shall still apply). It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, the Contractors will not be obligated to sign any other local, area, or national agreement.

SECTION 2.5 LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Prime Contractor and any other Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Greater Capital Region Council and each Local Union shall not be liable for any violations of this Agreement by any other Local Union. No grievance shall be brought directly against County under this Agreement. Further, no arbitration decision or award may provide retroactivity of more than twenty (20) days prior to the date of service of a written grievance as described herein.

SECTION 2.6 COUNTY

Each Contractor shall require its Subcontractors, of whatever tier for work within the scope of Article 3, Section 3.1, to execute the Letter of Assent in Schedule B and to become bound by this Agreement. The County is not a party to this Agreement and shall not be liable in any manner under this Agreement; but the County is an intended third party beneficiary of this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County in determining which Prime Contractor shall be awarded the contract for Project work. It is further understood that the County has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on the Project, or, in the case of County, to undertake any of the work itself without regard to this Agreement.

SECTION 2.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL

BIDDERS

The Unions agree that this Agreement shall be made available to, and shall fully apply to any Contractor who executes the Letter of Assent (and to its Subcontractors of any tier who execute the Letter of Assent), without regard to whether that Contractor (or its Subcontractors) performs work at other sites on either a union or non-union basis and without regard to whether employees of such Contractor (or its Subcontractors) are, or are not, members of any unions. The Prime Contractor shall provide the Capital Region Council a copy of the signed Letter of Assent for each Contractor and Subcontractor prior to the Contractor or Subcontractor performing any work on the Project. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site.

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 3.1 THE WORK

This Agreement shall only apply to Project Work as defined in this Article.

Subject to the exclusions in this Article, Project Work means that work defined as the Albany County Sheriff's Office Emergency Call Center Project as delineated by construction contract documents, and includes (i) on-site work performed at the physical location where the final building or structure will remain; (ii) work performed for the Project at an off-site facility, preparation area, staging area, batch plant or assembly yard, regardless of location, provided that (a) the work performed at the off-site location is normally or customarily done at the project site; or (b) the off-site location is designed exclusively or nearly exclusively to serve the needs of the project, and the work performed at the off-site location is critical to the needs of the project.

Specifically excluded from coverage under this Agreement is all work bid and/or awarded prior to the execution of this Agreement and approved by the County; maintenance and repair work performed in the normal course of County operations; any work to be completed by the County; work performed under annual term contracts (whether related to the Project or not); work related to this project including:

- a. Electronics systems, including:
 - a. Telephone,
 - b. Camera/Surveillance System and Door Security, and
 - c. Data.
 - d. Except contractors shall install any associated mounting hardware, brackets etc. and provide interconnecting cabling and conduit as covered work.
- b. The loading, transportation, unloading and setting of an existing County owned Storage Shed, located on other County property. The work is to be done by County workforce. The concrete pad foundation is included in this contract as covered work.

Further items specifically excluded from the scope of this Agreement, includes, maintenance, repair, replacement, service and/or operation required of equipment, tools and/or infrastructure that has been installed and placed into service, grounds maintenance such as, snow removal (except areas within the project site) lawn care, etc., food services and work self-performed by the owner.

SECTION 3.2 CLEANING

It is the responsibility of each contractor & respective trade on a daily basis, to clean debris generated by their work process in their immediate work area. Such shall be removed to a collection site at the edge of their immediate work area for removal. The Prime Contractor in its sole discretion will employ laborers in a sufficient quantity to remove such debris or waste materials, as well as Prime site cleanup.

SECTION 3.3 MOVING OF MATERIALS

The Prime on-site moving of materials by the use of a Lull or similar equipment shall be operated by the Operating Engineers. The Prime Contractor(s) in its sole discretion will employ a sufficient number of on-site Operating Engineers to operate such equipment.

SECTION 3.4 NO INTERFERENCE

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

SECTION 3.5 TIME LIMITATIONS

This Agreement shall be limited to Project Work performed under the County's construction contract(s) (subject to exclusions noted herein) provided that this Agreement is approved by the County and by the Council and each Local Union and shall terminate when Albany County determines that the PC(s) has completed all work of his contract and declares the work covered by this agreement is complete. This Agreement may be extended by mutual written agreement of the parties.

SECTION 3.6 EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- a. Superintendents, Supervisors (excluding Prime and Forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees and all professional, engineering, administrative and management persons.
- b. Employees of equipment manufacturers or factory technicians involved in on-site installation or warranty work who participate in a supervisory capacity.
- c. Employees of equipment suppliers performing or assisting in on-site equipment installation or warranty work will work with the respective craft having jurisdiction over such work. The craft must have a certified or qualified (trained) person to assist in the work.

- d. Persons engaged in laboratory, geophysical or other specialty testing, inspections or surveying firm not ordinarily done by a member of a Trade Union.
- e. Individuals engaged in surveying as direct hires of a Contractor, rather than pursuant to a professional services contract with the Owner, the Program Manager or any other professional consultants, are covered by this Agreement.
- f. Project Site property surveying and benchmarks shall be provided by the civil engineer or others hired by the Owner or Architect / Engineer ("A/E"). All surveys and layout from the benchmarks provided by others shall be performed by the respective trade in accordance with their collective bargaining agreements.
- g. Persons engaged in ancillary Project Site work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads.
- h. Employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for delivery of and pick up of materials or supplies at the Project Site. Teamsters shall not be required to drive such vehicles except in the case of deliveries of dirt, stone, concrete or other aggregates to and from the project site, in which cases Teamsters will have jurisdiction.
- i. Employees of Albany County which is not designated "Project Work";
- j. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, painting, handling or fabrication of project components, materials, equipment or machinery to and from the Project (dedicated off-site work to which Section 220 of New York's Labor Law applies is not excluded from coverage).

SECTION 3.7 NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform work at the Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among County, the Prime Contractor and/or any other Contractor. The Agreement shall not apply to the County or any state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the County or its employees or any County or state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project 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 designated in writing (copy to Local Union involved) by the Prime Contractor as work to be performed under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 4.1 PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 4.2 UNION REFERRAL

A. The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the

qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), and the Unions agree to provide such craft employees (including apprentices) to all Contractors on a non-discriminatory basis. Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 5.3); and the sole right to reject any applicant referred by a Local Union. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period, excluding Sundays and holidays, after such requisition is made by the Contractor, the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet the provisions of Article 4, Section 4.4. These workers may be delivered under a "Direct Entry" designation or by use of a Department of Labor Waiver.

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

- (1) possess any license required by NYS law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have the ability to safely perform the basic functions of the applicable trade.

No more than 12.5 percent of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or Prime forepersons shall be included in this 12.5 percent. The Contractor may hire per craft, seven (7) employees referred by the applicable trade or craft, then one (1) employee who is employed by the Contractor, and shall repeat the process, seven and one, until the crew requirements for that craft are met. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals shall furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above.

SECTION 4.3 NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems shall 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 4.4 WORKFORCE DIVERSITY UTILIZATION

The Prime Contractor and Unions recognize the need to promote opportunities for minority workers as well as local Minority-owned Business Enterprises (“MBE”) and Woman-owned Business Enterprises (“WBE”) (collectively “MWBE”) contractors and subcontractors, consistent with the goals of the County as set forth in Section 8.3. The Parties agree that Albany County’s definitions of minority and MWBE apply. The Parties agree that good faith efforts shall be made for MWBE participation consistent with the goals of the County. The Parties agree to work to identify emerging MWBE local contractors to perform the work and will encourage open shop contractors to participate.

The Unions and the County recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. Each of the Local Unions agree and will strive to achieve that seven (7%) percent of all referrals will consist of minorities and five (5%) percent of all referrals will consist of women. These percentage goals are based upon aggregate hours worked, by all crafts but each craft will strive to use best efforts to achieve the stated combined 12 percent goal. In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling the diverse workforce goals, the Contractor shall make a good faith effort to employ qualified minority or female applicants from any other available source.

Additionally, the unions will conduct community outreach and create three (3) new Apprenticeship opportunities for individuals from Albany County.

For the purpose of tracking, the PCs shall produce and each Contractor and Subcontractor shall submit a weekly report to the PCs of total hours by craft worked and of minority/women hours worked by craft. Copies of the weekly reports will be provided to the County and to the Chairman of the Albany County Legislature.

SECTION 4.5 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 shall exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 4.6 UNION DUES

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. No employee shall be discriminated against because of the employee's union membership or lack thereof. Each Contractor shall deduct from each employee’s wages all uniform dues and working assessments the employee has voluntarily authorized in writing to be deducted and forward the same to the appropriate Local Union.

The PCs, in order to ensure the full and timely remittance of all union dues and fringe benefit funds, including but not limited to Health and Welfare, Pension, Annuity,

Legal Service, Education and Training, SUB, Apprenticeship (hereinafter "Funds" or "Fund") due the affiliated Local Unions as provided for in all applicable Collective Bargaining Agreements between the Local Unions and Contractors which have contracted to perform Project Work, agrees that it will, upon written notification to the PC of not more than fifteen (15) days from the date of a default from any affiliated Local Union that a Contractor has become delinquent in the payment of Fund contributions due in connection with Project Work, shall immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed for the Project Work and shall take all appropriate actions to resolve the matter to the satisfaction of all Parties involved including payment of all such funds paid to the complaining Local Union in the form of a dual party check which would then be applied against the amount owed by the defaulting Contractor.

The PCs shall allow the Contractor a period of ten (10) working days from the date of notification to produce a written letter signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the Contractor is current in the remittance of Funds or a bona-fide explanation acceptable to the complaining Local Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bon-fide dispute, The PC will use its best efforts to act as initial arbiter and take action it then deems appropriate.

No monies shall be paid to the delinquent Contractor, who may request arbitration of the dispute in accordance with Article 7. In the event such a letter is not delivered to the PC within ten (10) working days from the date of notification to the defaulting Contractor, the PC shall issue a two party check to the Fund Administrator of the complaining Local Union in the form of a dual party check which would then be applied against the amount owed by the defaulting Contractor.

Notwithstanding any other provision of this Agreement, including any provisions to arbitrate disputes, the members of the Local Union can elect to refuse to perform services for a delinquent Contractor any time after an undisputed Benefit Fund delinquency exceeds thirty (30) days, on five (5) days written notice to the President of the GCRBCTC, the PC, and the County. The decision of any Union to withdraw labor in accordance with Section 4.6 above, shall not affect the work of any other Contractor and the provisions of Article 7 shall remain in full force and effect

SECTION 4.7 CRAFT FOREPERSONS AND PRIME FOREPERSONS

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

ARTICLE 5 - UNION REPRESENTATION

SECTION 5.1 LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate a representative, and/or the Business Manager, who shall be afforded reasonable access to the Project.

SECTION 5.2 STEWARDS

(a) Each Local Union shall have the right to designate from among those referred to the Project one working journeyperson as a Steward and one alternate for each Contractor per shift and shall notify the Contractor and the PC of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project and there is no requirement that a particular Steward be assigned to work a shift if it will result in overtime.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor; such activities, however, are not to interfere with the Steward's work unless an emergency exists. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, Subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor shall not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

SECTION 5.3 LAYOFF OF A STEWARD

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

SECTION 5.4 UNION STANDARDS

The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members for work excluded in Article 3.

Contractors, while recognizing this interest, must maintain its ability to utilize the services of off-site fabricators to reduce costs and improve efficiencies in order to be competitive. Contractors should, whenever economically feasible, make reasonable efforts to use union signatory vendors which includes UA Yellow Label and SMW Blue Label products for off-site assemblies or fabrications. The PC agrees to support efforts to retain as much work as possible.

This article does not refer to construction material normally purchased pre-assembled or manufactured, it references work normally and historically done on-site or in local union fabrication shops.

If any dispute should arise with respect to this Article the Trades agree to install any off-site assemblies or fabricated items regardless of the source. The parties shall endeavor to settle such dispute in the Labor Management forum or appropriate sub-committee before a grievance is filed under Article 10.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 6.1 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 to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing and number of employees to be utilized for overtime work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employee's Labor Union affiliation, if any. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor) and/or joint working efforts with other employees shall be permitted or observed.

SECTION 6.2 MATERIALS, METHODS & EQUIPMENT

With respect to work which falls outside the scope of this Agreement, 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 installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source, with the exception of pre-tied wire or welded reinforcing steel. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to an applicable Collective Bargaining Agreement; 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.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 7.1 NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at or in proximity to any Project Work site for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with traffic (vehicular or pedestrian) in or around the Albany County Sheriff's Office Emergency Call Center or any access roads to or from either, or with the operation of the County, the Prime Contractor or any Contractor or Subcontractor in or around the Albany County Sheriff's Office Emergency Call Center. Failure of any Union or employee to cross any picket line or banner line established by any union, signatory or non-signatory to this Agreement, or the picket, banner or demonstration line of any other organization, at or in proximity to the Project Site or any other site where Project Work is performed or could be adversely affected is a violation of this Article. There shall be no lockout on Project Work by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 7.1 and to ensure

uninterrupted construction, the free flow of traffic in, out and around Project sites, and unimpeded operation of County facilities for the duration of this Agreement.

SECTION 7.2 DISCHARGE FOR VIOLATION

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

SECTION 7.3 NOTIFICATION

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

SECTION 7.4 EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 7.1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify Douglas Bantle, Robert Rabin, Jeffrey Selchick, Tom Hines (individuals recognized by both Local Unions and by the County as experienced and impartial arbitrators) who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 48 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification shall be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, the Greater Capital Region Council, and the Contractor.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, the Contractor, and County, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing shall not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice required by Section 7.3, above.

C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours 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 7.1, 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 of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union and Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

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

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

SECTION 7.5 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 7.1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 7.1 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 8.1 SUBJECTS

The Project Labor Management Committee shall meet on a regular basis to:

- 1) promote harmonious relations among the Contractors and Unions;
- 2) enhance safety awareness, cost effectiveness and productivity of construction operations;
- 3) protect the public interest;
- 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations;
- and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project.

SECTION 8.2 COMPOSITION

The Committee shall be comprised of three designees of the Greater Capital Region Council (all designees shall be local representatives) a representative of the Prime Contractor and two other representatives appointed by the County. Representatives of the Local Unions and Contractors involved in the issues being discussed may participate. The

Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

SECTION 8.3 MINORITY AND WOMEN'S BUSINESS RECRUITMENT

The Local Unions shall actively participate in community outreach and recruitment programs established to achieve the goal of seven percent (7%) Minority Business participation and five percent (5%) women's Business participation. This effort shall include, at a minimum, two informational recruitment seminars and other such activities as scheduled by the County and the Prime Contractor as well as active individual Contractor outreach to encourage participation. Contractors or sub-contractors utilizing this section shall be subject to all provisions of this Agreement, excepting the provisions set forth in Schedule D.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 9.1 CLOSE COOPERATION

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

SECTION 9.2 IMPORTANCE TO ALL PARTIES

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

SECTION 9.3 PROCEDURE

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

Step 1:

(a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she shall, through the Local Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been aggrieved. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor and the Prime Contractor, if the involved Contractor is a Sub-Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the involved Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Prime Contractor) at the conclusion of the meeting but no later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party, may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance,

including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

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

Step 2:

The International Union Representative and the involved Contractor shall meet within seven (7) working days of referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provision of Step 3 within seven (7) calendar days thereafter.

Step 3:

(a) If the grievance has been submitted but not resolved under Step 2, either party may request in writing within seven (7) calendar days thereafter, that the grievance be submitted to Douglas Bantle, Robert Rabin, Jeffrey Selchick, or Tom Hines (individuals recognized by both Local Unions and by the Prime Contractor as experienced and impartial arbitrators) who shall act, alternately, as the Arbitrator under this procedure. 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(s).

(b) Failure of the grieving party to adhere to the time limits herein shall render the grievance null and void. These time limits may be extended only by written consent of the involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator 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 9.4 PARTICIPATION BY THE COUNTY

The County 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 10.1 ASSIGNMENT

The assignment of the work shall be solely the responsibility of the Contractor performing the work involved, subject to the pre-job conference, and such work assignments shall be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") or any successor Plan.

SECTION 10.2 PROCEDURE FOR SETTLEMENT OF DISPUTES

All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, bound by this Agreement, shall be settled and

adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

SECTION 10.3 NO INTERFERENCE WITH WORK

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

SECTION 10.4 PRE-JOB CONFERENCE

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

In conjunction with the pre-job conference, each Contractor shall fill out the attached Proposed Trade Assignments form (Schedule C) identifying all Subcontractors and indicating what trades will be used to perform the Project work. This form shall be submitted to the Capital Region Council at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to the Proposed Trade Assignment of either the Contractor or Subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment. If no resolution is reached, any involved Local Union may submit their position in writing together with support documentation within seven (7) calendar days to the Contractor or Subcontractor with a copy to all affected Local Unions. The Contractor or Subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Contractor, the Capital Region Council, and all affected Local Unions a "Final Trade Assignment" letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made. Any unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of this Article in accordance with the present Plan established by the Building and Construction Trades Department.

ARTICLE 11- WAGES AND BENEFITS

SECTION 11.1 CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for the respective job classifications specified in the attached Schedule A. The term "straight time" in this Agreement shall mean the hourly wage rate applicable for each job classification, without any premium, "add-on", addition or shift differential. Included in Schedule A are the Wage and Benefits Rate Sheet and the Fringe Benefits Remittance Form for each Trade. This Rate Sheet will contain the most current and complete information regarding Wage and Benefits. For purposes of wage and benefits under this Article and hours of work, premium payments, shifts and holidays under Article 12, work on this Project shall be governed by the

applicable Local Union's Building Agreement.

SECTION 11.2 EMPLOYEE BENEFITS/SUPPLEMENTS

A. Unless expressly provided differently in this Agreement, Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Schedule A so long as they are consistent with the Section 220 schedule in effect.

Except as provided below and in 11.2B, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in Schedule A, and in the amounts so designated, to the extent such payments are required by and satisfy the Section 220 obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Under no circumstances is a Contractor required to pay benefits except as required under Section 220 or otherwise explicitly required by this Agreement.

B. Notwithstanding Section 11.2A, Contractors who designate employees pursuant to Article 4.2 Section B, may satisfy the above benefit obligation with respect to those employees by: (i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by paying the full amount of such benefit to the employee in cash. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article and must be consistent with the requirements of Section 220, and any shortfall must be paid to the employee in cash.

The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any contractor providing coverage to Article 4, Section 2B employees under private benefit plans will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.

C. Contractors who exercise the option under Section 11.2B of this Article to pay into their own private benefit plans rather than the applicable jointly trustee funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trustee funds designated in Schedule A against any and all benefit/supplement claims by its employees.

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

contributions required to be made to the Trust Funds.

E. Contractors who choose to satisfy their benefit obligation using option (i) or (iii) of Article 11, Section 11.2(B), rather than paying into one or more of the applicable jointly trusted funds designated on Schedule A, must have the affected employee execute the attached schedule "E", Waiver of Employee Benefit Contributions..

F. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits on the Project Site. Prior to the Prime Contractor issuing payment to a Contractor on behalf of the Contractor (or its subcontractor) for Project Site work, the Prime Contractor will notify the applicable Union and any fund to which that Contractor or subcontractor is contributing that a payment will be issued for that Contractor or subcontractor. Notification, which may be by fax and email at the numbers and addresses provided by each Union 's designated representative, which may be revised from time to time by giving notice to the other Party, will provide that the fund has 48 hours from the time the fax or email is sent in which to advise the Prime Contractor of any current contribution delinquencies for that Contractor or subcontractor. If written notice of such a delinquency is received by the Prime Contractor within that 48-hour period, the Prime Contractor shall withhold from any payment due that Contractor the amount of that delinquency, up to the total amount due the Contractor and/or subcontractor, until any dispute regarding the delinquency has been resolved. If notice of a delinquency is not received by the Prime Contractor within the required time periods, the Prime Contractor shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

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

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

SECTION 12.1 WORK WEEK AND WORK DAY

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

The Prime Contractor, at its sole discretion, or another Contractor with The Prime Contractor's permission, may modify the work week per one of the following schedules:

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

(2) Such other schedule as may be set by The Prime Contractor and may change with notice in accordance with Article 12 Section 12.1 D below.

B. 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 7:30 p.m. Starting and quitting times shall occur at the Project site as designated by the Prime Contractor or another

Contractor with the Prime Contractor's approval.

C. Scheduling –The Prime Contractor, or another Contractor with the Prime Contractor's approval, shall have the option of scheduling either a five-day or four-day work week and workday hours consistent with Project requirements, the Project schedule, and minimization of public inconvenience and the County operations. When conditions beyond the control of the Contractor, including but not limited to weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, or when a holiday falls during a regularly scheduled work day and is not worked, the Contractor, with approval of the Prime Contractor, may schedule Friday, Saturday and/or Sunday (where on 4/10's) or Saturday and/or Sunday (where on 5/8's) during that calendar week in which a workday was lost, at straight time pay (except that Sundays shall be two times the base rate); provided the employees involved have not otherwise worked more than 40 hours during that work week. In the event the employees involved have actually worked more than 40 hours during that work week they shall receive time and one-half pay for the hours worked in excess of 40. Provided the Union is able to refer sufficient workers to meet a Contractor's make-up needs, an individual employee shall not be penalized for an occasional inability to work a Saturday or Sunday make-up day.

D. Notice – Not less than 24 hours prior notice shall be provided to the Local Union involved as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

SECTION 12.2 OVERTIME/PREMIUM PAY

Subject to Section 12.1, overtime and/or premium pay for hours worked outside of the standard work week and work day, described in Section 12.1 A above, shall be paid in accordance with the applicable Schedule A, except that overtime/premium pay shall not exceed 1 ½ times the regular rate except Sundays, which shall be paid at 2 times the base rate. There shall be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 12.4 below.

SECTION 12.3 SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with County operations and public inconvenience. It is not necessary to work a day shift to schedule a second or third shift. Shifts must have prior approval of the Prime Contractor and must be scheduled with not less than five workdays' notice to the Local Union.

B. Second/or Third Shifts - The second shift will normally start between 4:30 p.m. and 7:30 p.m. and the third shift will normally start after 7:30 p.m. and in each case shall be paid the lesser of a shift differential of 5%, or the differential required by the applicable Schedule A. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24-hour day and only actual hours worked will be paid.

C. Flexible Starting Times - Shift starting times shall be adjusted by the Contractor, with approval of the Prime Contractor, as necessary to fulfill Project

requirements subject to the notice requirements of paragraph A. Special shifts can be created outside normal shift hours, if necessary, to facilitate construction and to minimize traffic congestion problems.

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

SECTION 12.4 HOLIDAYS

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

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment - Premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 12.4-A above shall be recognized or observed.

SECTION 12.5 REPORTING PAY

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

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked at applicable straight time or overtime rates in accordance with this agreement but no less than a minimum guarantee of 1 hour, at the employee's straight time rate.

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

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

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

SECTION 12.6 PAYMENT OF WAGES

A. Payday - Payment shall be made by check, or direct deposit drawn on a New York State bank with branches located within commuting distance of the job site.

Paychecks shall be issued by the Contractor at the job site no later than three (3) days after the end of the work week, if mailed the check must arrive no later than three (3) days after the end of the work week. In the event that the scheduled payday is a legal holiday checks must be issued one day earlier, if the holiday/payday falls on Monday checks must be issued the Friday before. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions for gross wages.

B. Termination – Employees who are laid off shall be paid in full for that which is due them at the time of termination unless they have direct deposit, in which case the full amount due will be made according to the direct deposit schedule. The Contractor shall also provide the employee with the standard form as provided for in Schedule D, setting forth the date and reason of lay off or discharge.

C. Checks that are not paid in accordance with sub-sections A and B will be assessed two (2) hours wages for each day late or the provision in the applicable Schedule A, whichever is less.

SECTION 12.7 EMERGENCY WORK SUSPENSION

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

SECTION 12.8 INJURY/DISABILITY

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

SECTION 12.9 TIME KEEPING

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

SECTION 12.10 MEAL PERIOD

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

SECTION 12.11 BREAK PERIODS

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

ARTICLE 13 - APPRENTICES

SECTION 13.1 RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors may employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio of not less than 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

SECTION 13.2 DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year, minority, women or economically disadvantaged apprentices. The Local Unions shall cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

SECTION 13.3 HELMETS TO HARDHATS

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

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

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 14.1 SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA mandated safety requirements are maintained at all times on the Project Site. The employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the County and Prime Contractor from injury or harm. Failure to do so will be grounds for discipline, including termination.

Prevention of accidents at the Project Site is the responsibility of the Contractors, its employees, subcontractors, suppliers, persons, and any other entity at the site. The Contractors will establish their own programs implementing safety measures, policies, and standards conforming to those required by OSHA and any project specific safety plan, whichever is more strict. The County and Prime Contractor are not responsible for identifying unsafe practices and Prime Contractor's failure to stop the Contractors' unsafe practices will not relieve the Contractor of the responsibility therefore.

SECTION 14.2 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 or the County for this Project. Such rules will be published and posted in conspicuous places throughout the Project. Specialized safety related training may be required to conduct work in or around the Project work zones. Such specialized training shall be at the expense of the Prime Contractor if so required to complete the work.

SECTION 14.3 INSPECTIONS

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

ARTICLE 15 - NO DISCRIMINATION

SECTION 15.1 COOPERATIVE EFFORTS

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, union or non-union status, real or perceived sexual orientation or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement shall assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project. Nothing in this section shall be grievable.

SECTION 15.2 LANGUAGE OF AGREEMENT

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

ARTICLE 16 - GENERAL TERMS

SECTION 16.1 PROJECT RULES

The Prime Contractor and/or other Contractors may establish from time to time such reasonable Project rules as are necessary for the good order of the Project. It is agreed that such rules may include pre-hire and post-hire alcohol and/or drug testing rules, including but not limited to post-accident testing, applicable to all covered employees, provided those rules utilize testing procedures and standards as contained in U.S. Department of Labor C.D.L. Regulations. These rules shall be explained at the pre-job conference (if

then existing) and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 16.2 TOOLS OF THE TRADE

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

SECTION 16.3 SUPERVISION

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

SECTION 16.4 TRAVEL ALLOWANCES

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

SECTION 16.5 FULL WORKDAY

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

ARTICLE 17 – COOPERATION

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

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 18.1 THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties to this Agreement shall enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 18.2 THE BID SPECIFICATIONS

In the event that any action (including but not limited to the issuance of any bid specifications) taken by any Contractor requiring that a Contractor become bound to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, then such action, and with it Article 2, Section 6, shall be rendered, temporarily or permanently, null and void. In such event, this Agreement shall remain in full force and effect to the extent allowed by law for contracts already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties shall enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 18.3 NON-LIABILITY

In the event of an occurrence referenced in Section 18.1 or Section 18.2 of this Article, neither County, The Prime Contractor, any Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court order, injunction or determination. All action taken shall be in conformance with court orders then in effect and no retroactive payments or other retroactive action shall be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification or other requirements issued unless that specification/requirements have been enjoined or otherwise ruled unlawful, in which case the award, if any, shall be in accordance with any applicable court order.

SECTION 18.4 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 19.1 CHANGES TO AREA CONTRACTS

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

B. It is agreed that any provisions negotiated into Schedule A shall not apply to work on the Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work, other than the Project, normally covered by those agreements; nor shall any provision be recognized or applied on the Project 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 19.2 LABOR DISPUTES DURING AREA CONTRACT
NEGOTIATIONS**

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

ARTICLE 20 - WORKERS' COMPENSATION ADR

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ____ day of ____, 2021

For: The Prime Contractor

BY: _____

Title: _____

FOR THE BUILDING & CONSTRUCTION TRADES

GREATER CAPITAL REGION BUILDING & CONSTRUCTION TRADES COUNCIL

BY: Michael Ryan - Pres. Int
(Name/Title)

FOR THE LOCAL UNIONS

BOILERMAKERS' UNION LOCAL NO. 5

BY: W. B. Adams ABM
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 2

BY: [Signature] President
(Name/Title)

NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS, LOCAL 291

BY:

Chris [Signature] Business Manager
(Name/Title)

CEMENT MASONS LOCAL #111

BY:

Paul Kuan Vice President
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 236

BY:

[Signature] Business Manager
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY:

Sam Haggerty B.M.
(Name/Title)

DISTRICT COUNCIL NO. 9 GLAZIERS

BY:

[Signature] B.M./ST
(Name/Title)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO. 40

BY:

[Signature] B.M.
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS LOCAL NO. 12

BY:

[Signature] B.M. - FST
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 190

BY:

[Signature] Business Manager
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: _____

NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS, LOCAL 291

BY: _____
(Name/Title)

CEMENT MASONS LOCAL #111

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 236

BY: _____
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: _____
(Name/Title)

DISTRICT COUNCIL NO. 9 GLAZIERS

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS, LOCAL NO. 40

BY: *Wm. Harts BIA*
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS LOCAL NO. 12

BY: *[Signature] Bm-FST*
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 190

BY: _____
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: *Anthony Melchior*
Regional Director EMRC

(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: Mike Z... DISTRICT MANAGER
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING
DIVISION LOCAL 158

BY: Mike Z... DISTRICT MANAGER
(Name/Title)

DISTRICT COUNCIL NO. 9 PAINTERS

BY: [Signature], BM/ST
(Name/Title)

PLASTERERS & CEMENT MASONS LOCAL #9

BY: Paul Brown Business Manager
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY LOCAL 7

BY: [Signature]
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO.
241

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

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 83

BY: [Signature] Pres/BM
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

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

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS LOCAL NO. 294

BY: Salvatore Field Rep.
(Name/Title) /

SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS

NORTHEASTERN STATES ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO January 1, 2018 – December 31, 2020

BRICKLAYERS & ALLIED CRAFTWORKERS BUILDING AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. CONSTRUCTION EMPLOYERS ASSOCIATION OF CNY, INC. and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO. 2, NY May 1, 2015 – May 31, 2021

BRICKLAYERS & ALLIED CRAFTWORKERS HEAVY & HIGHWAY AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. & CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC. and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO. 2, NY/VT June 1, 2017 – May 31, 2021

NORTHWEST REGIONAL AGREEMENT between THE ASSOCIATIONS and the NORTHEAST REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA June 1, 2016 – May 31, 2021

AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED PRIME CONTRACTORS OF NEW YORK STATE LLC and NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2019 – April 30, 2022

AGREEMENT between IBEW LOCAL NO. 236 and THE ALBANY ELECTRICAL CONTRACTORS ASSOCIATION NECA ALBANY CHAPTER June 1, 2019 – May 31, 2022

AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2017 – July 8, 2022

GLAZIERS TRADE AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. and DISTRICT COUNCIL 9 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO May 1, 2019 – April 30, 2024

AGREEMENT between INSULATION CONTRACTORS and the INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL #40 May 1, 2019 – April 30, 2022

WORKING AGREEMENT between THE IRON WORKERS UPSTATE LOCALS OF NEW YORK AND VICINITY, CONSISTING OF INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS LOCAL UNIONS NOS. 6, 9, 12, 33, 60 AND 440 and UPSTATE IRON WORKER EMPLOYERS ASSOCIATION, INC. May 1, 2018 – April 30, 2021

MEMORANDUM OF AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. and the EASTERN NY DISTRICT COUNCIL OF LABORERS on behalf of LABORERS LOCAL 157 AND 190 May 1, 2018 – April 30, 2021

LABORERS BUILDING AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. and the EASTERN NEW YORK LABORERS' DISTRICT COUNCIL for CONSTRUCTION AND PRIME LABORER' LOCAL UNION NO. 157 May 1, 2015 – April 30, 2018

MEMORANDUM OF AGREEMENT between THE AGC LRD (AGC) ALBANY DIVISION and LUINA 157 & 190 April 1, 2019 – March 31, 2022

AGREEMENT between LABOR RELATIONS DIVISION ALBANY REGION

ASSOCIATED PRIME CONTRACTORS OF NEW YORK STATE, LLC and LOCALS 35, 157, 190 LABORERS INTERNATIONAL UNION OF NORTH AMERICA AFFILIATED WITH THE AFL-CIO April 1, 2016 – March 31, 2019

MILLWRIGHT AGREEMENT between THE EASTERN MILLWRIGHT REGIONAL COUNCIL representing MILLWRIGHTS LOCAL UNION 1163 and the MILLWRIGHT CONTRACTORS, ASSOCIATION, INC. June 1, 2018 – May 31, 2021

OPERATING ENGINEERS BUILDING AGREEMENT between THE ASSOCIATIONS and LOCAL NO. 158 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS March 1, 2019 – February 28, 2023

AGREEMENT between LABOR RELATIONS DIVISION OF CENTRAL NEW YORK REGION ASSOCIATED PRIME CONTRACTORS OF NEW YORK STATE, LLC and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 158 April 1, 2019 – March 31, 2023

UP-STATE NEW YORK TECHNICAL ENGINEERS AGREEMENT 2016-2021 between INDEPENDENT EMPLOYERS and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 17, 463, & 158 April 1, 2016 – March 31, 2021

AGREEMENT by and between CEMENT MASONS LOCAL UNION NO. 111 – NIAGARA FALLS and THE BUILDING INDUSTRY EMPLOYERS ASSOCIATION OF NIAGARA COUNTY, NEW YORK, INC. April 1, 2018 – March 31, 2023

PAINTERS TRADE AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC and DISTRICT COUNCIL 9 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO May 1, 2013 – April 30, 2021

PLASTERERS & CEMENT MASONS UNION LOCAL #9 COLLECTIVE BARGAINING AGREEMENT April 1, 2020 – March 31, 2023

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA ARTICLES OF AGREEMENT between LOCAL UNION NO. 7 ALBANY, NEW YORK and MECHANICAL CONTRACTORS ASSOCIATION OF THE CAPITAL DISTRICT May 1, 2019 – April 30, 2022

AGREEMENT between ROOFER LOCAL UNION NO. 241 ALBANY, NEW YORK UNITED UNION ROOFER, WATERPROOFERS, AND ALLIED WORKERS and EASTERN CONTRACTORS ASSOCIATION, INC. ALBANY, NEW YORK June 1, 2018 – May 31, 2022

AGREEMENT between INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS' (SMART) LOCAL UNION NO. 83 and CAPITOL DISTRICT SHEET METAL AND AIR CONDITIONING CONTRACTORS, INC. June 1, 2019 – May 31, 2022

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 April 1, 2016 – March 31, 2021

TEAMSTERS BUILDING MEMORANDUM OF AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. and TEAMSTERS LOCAL UNION 294 May 1, 2017 – April 30, 2020

HEAVY AND HIGHWAY AGREEMENT between LABOR RELATIONS DIVISION ALBANY REGION ASSOCIATED PRIME CONTRACTORS OF NEW YORK STATE, LLC and LOCAL 294 INTERNATIONAL BROTHERHOOD OF TEAMSTERS April 1, 2019 – March 31, 2022

SCHEDULE B - LETTER OF ASSENT

This is to certify that the undersigned Contractor/Subcontractor has examined a copy of the subject Project Labor Agreement negotiated by and between _____ Prime Contractor and the Greater Capital Region Building and Construction Trades Council and the signatory Unions to be utilized on the Albany County Sheriff's Office Emergency Call Center ("Project").

The undersigned Contractor or Subcontractor agrees to comply with all terms and conditions of the aforementioned Project Labor Agreement. It is understood that the signing of the Letter of Assent shall be binding on the undersigned Contractor to the same degree as though it signed the Project Labor Agreement.

The Letter of Assent shall become effective and binding upon the undersigned Contractor or Subcontractor (Contractor) and said Unions this ____ day of _____, 2021, and shall remain in full force and effect through the completion of the Project.

COMPANY NAME

Address

City, State, Zip

Phone: _____ Fax: _____

Contact Email: _____

Signature: _____ Title: _____

Print Name: _____

Employer EIN _____ Employer NYS IU _____ WC# _____

If Sub-Contractor name GC _____

Signed This ____ Day of _____, 20__

SCHEDULE C – PRE-JOB QUESTIONNAIRE

**THE
ALBANY COUNTY SHERIFF'S OFFICE EMERGENCY CALL CENTER
PROJECT**

**PROPOSED TRADE ASSIGNMENTS
PRE-JOB CONFERENCE**

TO: Greater Capital Region Building & Construction Trades Council

CLIENT: ALBANY COUNTY

ADMINISTRATOR: The Prime Contractor
Fax: (XXX) XXX-XXXX

CONTRACTOR: _____

CONTRACT#: _____

NAME OF PROJECT: _____

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

MEETING PLACE: Greater Capital Region Building and Construction Trades Council,
Albany, New York
(518) 339-0423 Office
(518) 453-3588 Fax

MEETING DATE: _____

RESPONSE DATE: _____

MEETING DATE: _____

**** PLEASE TYPE IN ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date:

Approximate Completion Date:

3. ADDRESSES:

Job Location:

Company's Local Mailing Address:

Trust Fund Billing Address:

4. CONTRACTOR PERSONNEL:

Project Manager:

Office Telephone # _____

Mobile Telephone # _____

Fax Telephone # _____

Superintendent:

Office Telephone # _____

Mobile Telephone # _____

Fax Telephone # _____

Safety Representative:

Office Telephone # _____

Mobile Telephone # _____

Fax Telephone # _____

Drug Test Result Coordinator: (List in order of contact priority)

Name of First Contact: _____

Office Telephone # _____

Mobile Telephone # _____

Name of Second Contact: _____

Office Telephone # _____

Mobile Telephone # _____

Name of Third Contact: _____

Office Telephone # _____

Mobile Telephone # _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____

2. _____

3. _____

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

5. WORKFORCE PROJECTIONS:

Workforce Objectives:

<u>CRAFT</u>	<u>PEAK No.</u>	<u>AVG No.</u>	<u>TOTAL HOURS</u>	<u>MINORITY HOURS</u>	<u>MINORITY %</u>	<u>FEMALE HOURS</u>	<u>FEMALE %</u>
<u>Asbestos Workers</u>							
<u>Boilermakers</u>							
<u>Bricklayers</u>							
<u>Carpenters</u>							
• <u>Carpenters</u>							
• <u>Pile Drivers</u>							
• <u>Millwrights</u>							
<u>Cement Masons</u>							
<u>Electrical Workers (Inside Wiremen)</u>							
<u>Elevator Constructors</u>							
<u>Glaziers</u>							
<u>Insulators</u>							
<u>Ironworkers</u>							
• <u>Structural</u>							
• <u>Rebar</u>							
<u>Laborers</u>							
<u>Operating Engineers</u>							
• <u>Op. Engineers</u>							
• <u>Op. Engineers Technical</u>							
<u>Painters</u>							
<u>Pipefitters/Plumber</u>							
<u>Plasterers</u>							
<u>Roofers</u>							
<u>Sheetmetal Workers</u>							
<u>Sprinkler Fitters</u>							
<u>Teamsters</u>							

6. OPERATIONAL INFORMATION

Shift Schedule: AM _____ to PM _____

Number of Shifts: _____

Pay Day: Thursday

End of Pay Period: _____

First Aid Facilities: Kits _____

Sanitary Facilities: Portable _____

Job Site Telephone Number: _____

Job Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

CONTRACT # _____

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 10, Section 10.4.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): _____

Electrical Workers (Outside Line): _____

Electrical Constructors: _____

Glaziers: _____

Insulators: _____

Ironworkers (Structural): _____

Ironworkers (Rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

Pile Drivers: _____

Asbestos Workers: _____

Pipefitters/Plumbers: _____

Plasterers: _____

Roofers: _____

Sheetmetal Workers: _____

Sprinkler Fitters: _____

Teamsters: _____

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

CONTRACT #: _____

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

EQUIPMENT:

CRAFT:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

TOOLS-OF-THE-TRADE: (Part-time use -- lo listing of craft is necessary)

EQUIPMENT:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

SUBCONTRACTORS

The following is a list of Subcontractors that are under contract with The Prime Contractor at the time of this meeting. Each Subcontractor is to submit a completed "Proposed Trade Assignment" letter at the time of this meeting. Any Subcontractor not in attendance at the pre-job meeting shall submit a completed Proposed Trade Assignment form as set forth at Article 10, Section 10.4.

A copy of a signed Letter of Assent ("Schedule B") specific to this contract from each Subcontractor identified below is to be attached to the end of this document. (Also include a copy of the LOA of The Prime Contractor). If additional space is needed, copy this page and attach it to the documents.

Name of Subcontractor:

Summary of Scope of Work:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

SCHEDULE D - SIDE LETTER OF AGREEMENT

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement ("PLA") covering the Albany County Sheriff's Office Emergency Call Center Project (the "Project"), entered into on the ____ day of _____, 2021, to the same extent as if incorporated therein.

This provision shall not be used if the resulting participation totally excludes or completely prevents a building trades craft discipline from participating in Project Work.

Notwithstanding Article 4, Section 4.2 of the PLA, or any provision of the PLA, and to the full extent permitted by law, subcontractors who have been identified in the Contractor's approved MWBE Utilization Plan and hold contracts for project work of less than \$1,000,000 may, with respect to the first 6 hires, request up to 50% of the employees covered by this agreement through the special procedures of Section 4.2 (B) beginning with one (1) hiring hall referral, followed by a two (2) named referrals, then one (1) hiring hall referral, then one (1) named referral. If more than 6 employees are required, manpower will be supplied at a ratio of 20%, meaning the 7th hire may be a named referral, and the 8th, 9th, 10th, and 11th, hires shall be hiring hall referrals, and so forth until the requirements for that trade are met. Subcontractors may utilize the procedures set forth in this Schedule D until the Project's 7% MBE utilization goal and 5% WBE utilization has been achieved.

For purposes of applying this exemption to individual Subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the Contractor's approved MWBE Plan.

Any disputes arising under this Side Letter of Agreement are subject to Article 9 (Grievance and Arbitration Procedure) of the PLA, or procedures of Article 7 where applicable.

Signed this ____ Day of _____ 2021
For the Prime Contractor:

BY: _____ Title: _____

For the Greater Capital Region Building & Construction Trades Council:

BY: Mike Lyons Mike Lyons, President
By resolution 77, 2021 of the GCRB&CTC authorizing President to sign this side letter OF AGREEMENT - Schedule D, attached hereto, on behalf of the local unions signatory to the PLA.