

**ADDENDUM TO PROJECT LABOR AGREEMENT COVERING SPECIFIED RENOVATION WORK AT
THE JACOB JAVITS CENTER**

Tishman Construction Corporation of New York ("Tishman") and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") entered into a Project Labor Agreement ("PLA") covering specific renovation work at the Jacob Javits Center on October 13, 2009.

The construction of a new transformer yard, work that was originally included in this Project Labor Agreement, was deferred due to economic reasons.

The Convention Center Development Corporation "CCDC" has directed Tishman to commence work on a new transformer yard. It is anticipated this work will commence on or about October 2016 and be completed 12 months later.

Tishman and the Council agree that construction of a new transformer yard is considered "Project Work" under Article III, Section 1 of the PLA and that the following modifications to the PLA shall govern work performed on the Transformer Yard:

- 1) Article VII, Section 1. No Strikes-No Lockout shall be deleted in its entirety and replaced with the following:

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, handbilling, demonstrations or other disruptive activity at the Project Site for any reason by any Union or employee against any Contractor or employer while performing work at the Project Site; provided that where a fringe benefit delinquency occurs the withholding of labor by the affected union pursuant to the terms of its Schedule "A" Collective Bargaining Agreement shall not constitute a strike or work stoppage within the meaning of this section. There shall be no other Union or employee activity which disrupts or interferes with the operation of Project Work, the mission or objectives of the CCDC or CCOC at the Project Site, or otherwise with the operations or functions of the Javits Center. Failure of any Union or employee to cross any picket line established by any Union, signatory or not, or the picket or demonstration line of any other organization at the Project Site is a violation of this Article. This provision shall apply to all Covered Work and any work on site that is not covered by this Agreement is not covered by this provision of the Agreement. There shall be no lockout at the Project by any signatory Contractor or CM. Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

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- 2) Article XI – Wages and Benefits, Section 2, Trust Funds, Paragraph C shall be deleted in its entirety and replaced with the following new paragraph C and paragraph D:

C. In the event that a Subcontractor becomes delinquent in its payment of wages and benefits, the Construction Manager, General Contractor or Contractor holding that Subcontract shall thereafter require the Subcontractor to provide verified proof of payment of its obligations, and/or only issue two party checks to the delinquent Contractor, listing the Union and or its employee benefit funds as an additional payee.

D. All fringe benefit collection and delinquency disputes will be governed by the Schedule "A" Collective Bargaining Agreements.

- 3) All other terms and conditions set forth in the PLA shall remain in effect and shall govern the performance of work on the new Transformer Yard.

IN WITNESS WHEREOF the parties have caused this Amendment to the PLA to be executed and effective as of 13 day of April 2016.

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

By: Gary LaBarbera

Print Name: Gary LaBarbera/President

For Tishman Construction Corporation of New York, Construction Manager

By: Allan M. Paull

Print Name: Allan M. Paull/Senior Vice President

PROJECT LABOR AGREEMENT
COVERING SPECIFIED RENOVATION WORK AT THE
JACOB JAVITS CENTER

Between

TISHMAN CONSTRUCTION CORPORATION OF NEW YORK

AND

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY

AND

LOCAL SIGNATORY UNIONS

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PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, Tishman Construction Corporation of New York, acting as Construction Manager ("CM" or "Tishman") for the Convention Center Development Corporation ("CCDC"), desires to provide for the cost efficient, safe, quality, and timely completion of certain renovation work at the Jacob Javits Convention Center ("Javits Center") in a manner designed to afford the lowest costs to the CCDC and the public it serves, and the advancement of permissible statutory objectives;

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

(1) expediting the construction process and otherwise minimizing the disruption to the operation of the existing Javits Center;

(2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the project;

(3) standardizing certain terms and conditions governing the employment of labor on the project;

(4) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

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

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, (the "Council" or the "BCTC"), its affiliated Local Unions signatory hereto, desire to assist the CCDC in enhancing the City of New York's

ability to secure convention business that is important to both the City's and the State's economic vitality, as well as provide for stability, security and work opportunities which are afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize project safety conditions for both workers and others;

NOW, THEREFORE, the Parties enter into this Agreement:

ARTICLE I - PARTIES TO THE AGREEMENT

This Agreement is for renovation work as defined in Article III, Section 1 below and is entered into by Tishman and the BCTC, and each local union signatory hereto ("Local Unions"), in all cases on their own behalf and on behalf of their members.

ARTICLE II-- GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties, including the Council and its affiliated unions, are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions" that phrase is sometimes used to denote a particular union, including those affiliated with the Council; the term "CM" shall refer to Tishman (and any successor entity serving in that capacity); "Contractor(s)" shall include the CM and all other contractors, and subcontractors of whatever tier, engaged in Project Work within the scope of this Agreement as defined in Article III.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following

conditions are met: (1) the Agreement is signed by the Council, and the Local Unions participating herein and (2) the Agreement is approved and signed by the CM with CCDC approval. The "Effective Date" of this Agreement is the date on which all of these conditions are met.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the Council, the signatory Unions, the CM, and all Contractors performing Project Work as defined in Article III. The CM and Contractors shall include, in any bid specifications, contracts and/or subcontracts, that they let for performance of Project Work during the term of this Agreement a requirement that their contractors and subcontractors, of whatever tier, become signatory and bound by this Agreement. This Agreement shall be administered by the CM, on behalf of all Contractors.

In the event a successor to Tishman is selected as CM, upon written notice to the unions by Tishman, this PLA will be considered assigned by Tishman to such successor CM(s) and, at that point, Tishman will cease being a party to this PLA, and will be replaced as a party by such successor CM(s). Upon such notice and substitution, references to CM or Tishman shall be deemed to refer only to the substituted CM(s).

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements of the signatory unions appended hereto and collectively referred to as Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A contract, the provisions of this Agreement shall prevail. Where this Agreement is silent on a subject, the applicable collective bargaining agreement(s) found in Schedule A shall govern.

SECTION 5. LIABILITY

The liability of the CM and/or any Contractor and the liability of any Union under this Agreement shall be several and not joint. The CM and any Contractor shall not be liable for any violations of this Agreement by any other entity; and the Council and signatory unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE CCDC

The CCDC shall require in all bid specifications issued after the Effective Date for all Project Work within the scope of Article III, that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. It is understood that the CCDC has sole discretion at any time to terminate, delay or suspend the Project Work, in whole or in part.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will

fully apply to any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidders are members of any unions. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of Project Work.

ARTICLE III – SCOPE OF THE AGREEMENT

SECTION 1. THE WORK

“Project Work” shall be limited to that building renovation work at the existing Javits Center which falls within the scope of Tishman’s CM contract with CCDC, including generally the replacement of building façade, roofing, HVAC, lighting, painting and other types of general renovation work.

A. The CM will ensure that all Project Work let for bid and awarded post-Effective Date will be performed by signatories to this PLA. In addition, the installation of all tele-data cabling, low voltage cabling, etc., which is Project Work, will be done by IBEW Local 3 represented technicians, provided, however, that the telecom carriers will install their work from the entrance facility to a pre-determined demark point within the building. (This requirement does not extend to tele-data cabling, or any other work, which is related to the operation and/or maintenance of the existing facility, which falls outside the scope of Project Work.)

Except as expressly included by Article III, Section 2, installation and maintenance (i.e., repairs, relocations, filter replacements, motor replacements, fueling, etc.) of temporary utility services in connection with Project Work shall be covered by this Agreement, but no more than one labor shift per day will be

required for the operation of electrical, plumbing, sprinkler, fire alarm and HVAC systems for these temporary construction utility services, regardless of the number of shifts per day these services are utilized.

SECTION 2. EXCLUDED EMPLOYEES

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

- (a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft's Schedule A, for example where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA.
- (b) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except as may be required under a valid union standards clause under a collective bargaining agreement contained in Schedule A.
- (c) Employees of the CCDC, CCOC, the Empire State Development Corporation ("ESDC"), or of any New York State, New York City or other municipal agency, authority or entity, or employees of any other public employer, even though working on the Project site while covered Project Work is underway.
- (d) Employees of the CM, except those performing manual, on site construction labor who will be covered by this Agreement.
- (e) Employees engaged in on-site equipment warranty work, unless a current employee of a contractor is on site and certified by the relevant manufacturer to make warranty repairs on the contractor's equipment.
- (f) Employees engaged in geophysical testing other than boring for core samples.

- (g) Employees engaged in work, which is ancillary to Project Work and performed by third parties such as electric utilities, gas utilities, telephone companies and railroads.
- (h) Employees engaged in technology installation to the extent that such installation does not involve construction service; provided, however, all electrical and electronic installation work, including but not limited to, the installation of all building wire systems, telephone, data, fire alarm, signs, TV, sound, security alarm systems and building automation systems, regardless of the voltage, shall be performed by Local 3 electricians under this Agreement.
- (i) Any operations, installation, maintenance and/or warranty or repair work of any kind (including but not limited to heating, electrical, sewage, plumbing, sprinkler, housekeeping and all other work and/or services, whether relating to temporary or permanent systems, required to operate and/or maintain Javits Center operations during construction) when performed by Convention Center Operations Center ("CCOC") personnel or contractors in connection with the usual operation and maintenance of the Javits Center.

SECTION 3. 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 this Project, unless it can be established under applicable law that such entities are alter-egos, single employers, or successors to a contractor. 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 CCDC, CCOC, CM, or any Contractor. As any item, component or system that comprises Project Work is completed and accepted, the Agreement shall have no further force or effect on such item, component or system except where inspections, additions, repairs, modifications, check-out and/or warranty work involving that item, component or system is assigned in writing by the CM (copy to Local Union involved) to the contractor(s) for performance under the terms of this Agreement.

ARTICLE IV -- UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The CM and Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of this agreement as defined in Article III, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the signatory Unions' area collective bargaining agreements, attached as Schedule A to this Agreement and in accordance with the procedures set forth in those agreements. Notwithstanding this, Contractors shall have the sole right to reject any applicant referred by a Local Union for good cause.

B. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such request by a Contractor (Saturdays, Sundays, and holidays excepted), a Contractor may employ qualified applicants from any other available source, upon notification to the Local Union. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

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

(1) possess any license required by New York State law for the Project Work to be performed;

(2) have worked a total of at least 1000 hours in the construction field during the prior 3 years; and

(3) were on the contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

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

SECTION 3. NON-DISCRIMINATION

The signatory Unions represent that their respective Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities.

SECTION 4. UNION DUES

All employees of all contractors and subcontractors performing Project Work shall be subject to the Union Security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing-on-site Project Work and only to the

extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions that represents the craft in which the employee is performing Project Work. No employee shall be discriminated against at the Project Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the contractors. Craft forepersons shall work pursuant to the terms and conditions established under the relevant local collective bargaining agreement.

ARTICLE V — UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing Project employees shall be entitled to designate a representative(s), and/or the Business Manager, who shall be afforded access to the Project but who shall not disrupt or interrupt the work of employees.

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a journey person as a Steward and an alternate, and shall notify the Contractor and CM of the identity of the designated Steward prior to the assumption of such duties. Stewards shall work under the terms and conditions set forth in the relevant local collective bargaining agreements.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances from the employees working in their respective trade and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. The Contractor will not discriminate against the Stewards in the proper performance of Union duties.

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

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE VI-- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and the applicable Schedule "A"s, Contractors retain full and exclusive authority for the management of their operations including, but not limited to; the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment (subject to New York Plan provisions) and schedule of work; the promulgation of reasonable Project Work rules that are not inconsistent with this Agreement; and the

requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual as determined by the Contractor or CM shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractor's choice of materials techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or preassembled materials or products, tools or other labor-saving devices; provided, however, that local industry union standards and practices as stipulated in Schedule A will be complied with by the Contractors and CM.

ARTICLE VII-- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, handbilling, demonstrations or other disruptive activity at the Project Site for any reason by any Union or employee against any Contractor or employer while performing work at the Project Site. There shall be no other Union or employee activity which disrupts or interferes with the operation of Project Work, the mission or objectives of the CCDC or CCOC at the Project Site, or otherwise with the operations or functions of the Javits Center. Failure of any Union or employee to cross any picket line established by any Union, signatory or not, or the picket or demonstration line of any other organization at the Project Site is a violation of this Article. There shall be no lockout at the Project by any signatory

Contractor or CM. Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

SECTION 2. NOTIFICATION

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

SECTION 3. EXPEDITED ARBITRATION

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

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

- (b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Local Union involved, the Council and the CM, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above.
- (c) All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, CM and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether a violation of Section 1, above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall, have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- (e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the CM. 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.

ARTICLE VIII – LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

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

- (1) promote harmonious relations among the Contractors and Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; and (3) discuss matters relating to staffing and scheduling with safety and productivity as considerations. The Labor Management Committee may also bargain regarding alternative dispute resolution mechanisms for workers' compensation that complies with New York State Law.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the CM and the Council. The CM and the Council shall each have two representatives on the Committee. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon subcommittees.

ARTICLE IX — GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and shall be

resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the CM. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the CM (or designee) as creating a precedent.

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

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the CM (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

In the event Step 2 does not result in a settlement or resolution of the grievance, the matter may be submitted for mediation to a designee of the Council and the CM.

Step 4:

(a) If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the CM or designee) to Eric Schmertz, Howard Edelman or Martin Scheinman who shall act, alternately (beginning with Arbitrator Schmertz), 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.

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

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the Construction Project Manager and the involved Contractor or Local Union.

**SECTION 3. PARTICIPATION BY CONSTRUCTION
PROJECT MANAGER**

The CM 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 4 arbitration.

ARTICLE X - JURISDICTIONAL DISPUTES

The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to any and all contractors, subcontractors and unions performing Project Work, except as set forth in Article III, Section 1(b) providing for the submission of certain limited disputes to the Labor Management Committee and/or arbitration under this PLA.

SECTION 1. NO DISRUPTIONS

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

SECTION 2. ASSIGNMENT

All Project Work assignments shall be made by the CM and/or Contractor and subcontractors to BCTC affiliates signatory hereto, or other unions historically affiliated as set forth in Article III, Section 1(b), pursuant to the Green Book decisions of the New York Plan. The parties recognize and agree that compliance with the New York Plan is a material term of this agreement. Accordingly, it is understood and agreed that should any union believe an assignment of work violates the New York Plan decision that dispute shall be submitted to the New York Plan for immediate resolution in accordance with the procedures set forth therein. Any signatory Contractor that can establish that there is an impediment to job progress as a result of the dispute may submit the dispute to the New York Plan

in accordance with the rules and procedures set forth therein. The CM agrees to abide by the award rendered in such a dispute by enforcing the provisions of its bid and other documents requiring compliance with this Agreement, which may include reassignment of the work in question and removal of the offending party from the work in question consistent with the Plan or arbitration decision. Such reassignment and/or removal in accordance with a New York Plan or arbitration decision shall not constitute a breach of the involved contractor's commercial contract and shall not subject the CM to contract claims for damages by any Contractor.

The failure of the CM to enforce compliance with the New York Plan or arbitration pursuant to Article III, Section 1(b) herein shall constitute a material breach of this agreement, remediable under Section 301 of the LMRA.

ARTICLE XI -- WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during the term of this Agreement.

SECTION 2. TRUST FUNDS

A. The Contractors agree to pay contributions to the established funds in the amounts designated in the appropriate Schedule A. Jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

B. The Contractors agree to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds with regard to Project Work for those employees to whom this Agreement required such benefit payments.

C. It is agreed that in return for the Local Unions not striking over alleged benefit fund delinquencies, the CM agrees to withhold from outstanding monies due an alleged delinquent contractor/subcontractor, upon thirty (30) days written notice to the CM, from the respective Benefit Fund Administrator or its affiliated union, the amount claimed and the amount owed, to the extent the CM is holding contractor/subcontractor funds, will be paid within sixty (60) days after receipt of said notification from the funds or union if not already paid prior to said date by the delinquent contractor/subcontractor, unless a dispute as to the claim has been submitted to expedited arbitration pursuant to Article VII, Section 4. Notwithstanding Article VII, a failure of the CM to comply with this provision shall constitute a material breach of this Agreement and the involved trade, if required by the Fund Trustees, may withhold labor services from that delinquent contractor until such time as the CM complies with this provision.

ARTICLE XII - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

A. The standard workweek shall consist of 40 hours of work at straight time rates: Monday through Friday, 5 days, 8 hours per day, plus ½ hour unpaid lunch each day.

B. In accordance with Project Work needs, the Owner and all Contractors

will have sole discretion in setting the start and end of any given workday. The starting times may range from 6:00 a.m. to 8:00 a.m.

C. Contractors shall provide not less than 5 days prior notice to the Local Union involved as to workweek and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

D. In the event other work week and work day standards are provided for in any Schedule A local agreement, the Contractor may, at its discretion, utilize those standards.

SECTION 2. OVERTIME

Shift work and overtime for hours outside the standard work week and work day described above in paragraph 1(A), shall be paid in accordance with the applicable Schedule A.

ARTICLE XIII – HOLIDAYS

A. Schedule – There shall be 8 recognized holidays:

New Years Day
President's Day
Martin Luther King Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

All holidays shall be observed on the dates designated by the 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.

The Labor Management Committee may, with mutual agreement of the Council and the CM, agree to recognize the day after Thanksgiving as a holiday, and the terms upon which it will be recognized.

B. Payment – Regular holiday pay, if any, 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 4 –A shall be recognized or observed.

ARTICLE XIV - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Project Work site and 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 Contractor, CCDC and the Javits Center from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety and visitor rules as established by the CM for this Project Work. Such rules will be posted in conspicuous places throughout Project Work sites. Any and all security measures, background checks or work clearance card programs must be negotiated with and approved by the Council and its affiliates, unless required by CCDC, CCOC or any governmental entity or agency and such

requirement is consistent with all laws and regulations governing such matters. The Project Site may be subject to CCDC or CCOC access security.

SECTION 3. INSPECTIONS

The Owner, CM and Contractors retain the right to inspect incoming shipments of equipment, apparatus, machinery, the employer's tool & gang boxes, and construction materials of every kind.

ARTICLE XV -- NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XVI - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT AND BID SPECIFICATIONS

In the event that the application of any provision of this Agreement or any bid specification requiring application of this PLA to a Contractor is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and

void, but where practicable the remainder of the Agreement/bid specification shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. NON-LIABILITY

In the event of an occurrence referenced in Section 1 of this Article, neither the CM nor any Contractor, the Council or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination.

SECTION 3. NON-WAIVER

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

B) Nothing in this Agreement is intended to be or shall be construed as a waiver by any union(s) of any prevailing wage determination or schedule that is applicable to their trade on any work beyond Project Work.

C) Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any signatory union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this agreement.

ARTICLE XVII – FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

If there are any changes in the rate or other terms and conditions of employment that are negotiated in any area collective bargaining after the start of the construction project, such change shall be applicable to work on this project.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

ARTICLE XVIII – WORKERS’ COMPENSATION ADR

To the extent that the Owner and/or CM desire to pursue a Workers’ Compensation ADR program, the Council and CM may negotiate alternative mechanisms for effective delivery of workers’ compensation coverage consistent with the New York State Workers’ Compensation law.

ARTICLE XIX – HELMETS TO HARDHATS

The Contractors and 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 (“Center”) and the Center’s “Helmets to Hardhats” program to serve as

a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The Contractors and the Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed
and effective as of the 13 day of 10-2007.

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

BY: Gary La Barbera

FOR Tishman Construction Corporation of New York, Construction
Manager

BY: Allen M. Pinc
Allen M. Pinc SVP.

AFFILIATES:

See attached addendum for signatory affiliates

Oct. 1. 2009 11:59AM

No. 1042 P. 2/7

Sep. 22. 2009 3:30PM

SIGNATORY AFFILIATES: Jacob Javits Convention Center PLA**Boiler Makers Local No. 5**By: _____
Date: _____**Carpenters Local No. 157**By: _____
Date: _____**Carpenters Local No. 20**By: _____
Date: _____**Carpenters Local No. 608 North**By: _____
Date: _____**Carpenters Local No. 2287**By: _____
Date: _____**Millwright and Machinery
Erectors Local No. 740**By: _____
Date: _____**Concrete Workers District Council
No. 16**By: _____
Date: _____**Cement and Concrete Workers No.
18-A**By: _____
Date: _____**Derrickmen and Riggers Local
Union No. 197**By: _____
Date: _____**Elevator Constructors No. 1**By: _____
Date: _____**Carpenters District Council**By: Edward J. Anderson
Date: 10-1-09**Carpenters Local No. 45**By: _____
Date: _____**Carpenters Local No. 608**By: _____
Date: _____**Carpenters Local No. 926**By: _____
Date: _____**Timbermen Local No. 1536**By: _____
Date: _____**Cement Masons No. 780**By: Angelo Longelli
Date: 09/23/09**Cement and Concrete Workers
No. 6-A**By: _____
Date: _____**Cement and Concrete Workers
No. 20**By: _____
Date: _____**Electrical Local No. 3**By: _____
Date: _____**Engineers Local Union No. 14**By: _____
Date: _____

SIGNATORY AFFILIATES: Jacob Javits Convention Center PLA

Boiler Makers Local No. 5

By: [Signature]
Date: 10/1/09

Carpenters Local No. 157

By: _____
Date: _____

Carpenters Local No. 20

By: _____
Date: _____

Carpenters Local No. 608 North

By: _____
Date: _____

Carpenters Local No. 2287

By: _____
Date: _____

**Millwright and Machinery
Erectors Local No. 740**

By: _____
Date: _____

**Concrete Workers District Council
No. 16**

By: _____
Date: _____

**Cement and Concrete Workers No.
18-A**

By: _____
Date: _____

**Derrickmen and Riggers Local
Union No. 197**

By: _____
Date: _____

Elevator Constructors No. 1

By: _____
Date: _____

Carpenters District Council

By: _____
Date: _____

Carpenters Local No. 45

By: _____
Date: _____

Carpenters Local No. 608

By: _____
Date: _____

Carpenters Local No. 926

By: _____
Date: _____

Timbermen Local No. 1536

By: _____
Date: _____

Cement Masons No. 780

By: _____
Date: _____

**Cement and Concrete Workers
No. 6-A**

By: _____
Date: _____

**Cement and Concrete Workers
No. 20**

By: _____
Date: _____

Electrical Local No. 3

By: _____
Date: _____

Engineers Local Union No. 14

By: _____
Date: _____

SIGNATORY AFFILIATES: Jacob Javits Convention Center PLA

Boiler Makers Local No. 5

By: _____
Date: _____

Carpenters Local No. 157

By: _____
Date: _____

Carpenters Local No. 20

By: _____
Date: _____

Carpenters Local No. 608 North

By: _____
Date: _____

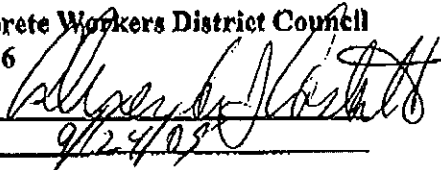
Carpenters Local No. 2287

By: _____
Date: _____

**Millwright and Machinery
Erectors Local No. 740**

By: _____
Date: _____

**Concrete Workers District Council
No. 16**

By: 
Date: 9/24/09

**Cement and Concrete Workers No.
18-A**

By: _____
Date: _____

**Derrickmen and Riggers Local
Union No. 197**

By: _____
Date: _____

Elevator Constructors No. 1

By: _____
Date: _____

Carpenters District Council

By: _____
Date: _____

Carpenters Local No. 45

By: _____
Date: _____

Carpenters Local No. 608

By: _____
Date: _____

Carpenters Local No. 926

By: _____
Date: _____

Timbermen Local No. 1536

By: _____
Date: _____

Cement Masons No. 780

By: _____
Date: _____

**Cement and Concrete Workers
No. 6-A**

By: _____
Date: _____

**Cement and Concrete Workers
No. 20**

By: _____
Date: _____

Electrical Local No. 3

By: _____
Date: _____

Engineers Local Union No. 14

By: _____
Date: _____

Sep. 30. 2009 3:57PM

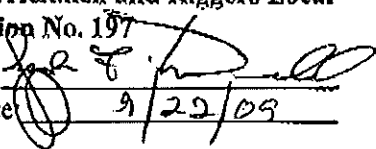
No. 1053 P. 2/7

SIGNATORY AFFILIATES: Jacob Javits Convention Center PLA**Boiler Makers Local No. 5**By: _____
Date: _____**Carpenters Local No. 157**By: _____
Date: _____**Carpenters Local No. 20**By: _____
Date: _____**Carpenters Local No. 608 North**By: _____
Date: _____**Carpenters Local No. 2287**By: _____
Date: _____**Millwright and Machinery
Erectors Local No. 740**By: _____
Date: _____**Concrete Workers District Council
No. 16**By: _____
Date: _____**Cement and Concrete Workers No.
18-A**By: _____
Date: _____**Derrickmen and Riggers Local
Union No. 197**By: _____
Date: _____**Elevator Constructors No. 1**By: _____
Date: _____**Carpenters District Council**By: _____
Date: _____**Carpenters Local No. 45**By: _____
Date: _____**Carpenters Local No. 608**By: _____
Date: _____**Carpenters Local No. 926**By: _____
Date: _____**Timbermen Local No. 1536**By: _____
Date: _____**Cement Masons No. 780**By: _____
Date: _____**Cement and Concrete Workers
No. 6-A**By: _____
Date: _____**Cement and Concrete Workers
No. 20**By: _____
Date: _____**Electrical Local No. 3**By: Christopher Gibson
Date: 10/5/09**Engineers Local Union No. 14**By: _____
Date: _____

SIGNATORY AFFILIATES: Jacob Javits Convention Center PLA**Boiler Makers Local No. 5**By: _____
Date: _____**Carpenters Local No. 157**By: _____
Date: _____**Carpenters Local No. 20**By: _____
Date: _____**Carpenters Local No. 608 North**By: _____
Date: _____**Carpenters Local No. 2287**By: 
Date: 9/23/09**Millwright and Machinery Erectors Local No. 740**By: _____
Date: _____**Concrete Workers District Council No. 16**By: _____
Date: _____**Cement and Concrete Workers No. 18-A**By: _____
Date: _____**Derrickmen and Riggers Local Union No. 197**By: _____
Date: _____**Elevator Constructors No. 1**By: _____
Date: _____**Carpenters District Council**By: _____
Date: _____**Carpenters Local No. 45**By: _____
Date: _____**Carpenters Local No. 608**By: _____
Date: _____**Carpenters Local No. 926**By: _____
Date: _____**Timbermen Local No. 1536**By: _____
Date: _____**Cement Masons No. 780**By: _____
Date: _____**Cement and Concrete Workers No. 6-A**By: _____
Date: _____**Cement and Concrete Workers No. 20**By: _____
Date: _____**Electrical Local No. 3**By: _____
Date: _____**Engineers Local Union No. 14**By: _____
Date: _____

Sep. 22. 2009 9:41PM

No. 1042 P. 2/7

SIGNATORY AFFILIATES: Jacob Javits Convention Center PLA**Boiler Makers Local No. 5**By: _____
Date: _____**Carpenters Local No. 157**By: _____
Date: _____**Carpenters Local No. 20**By: _____
Date: _____**Carpenters Local No. 608 North**By: _____
Date: _____**Carpenters Local No. 2287**By: _____
Date: _____**Millwright and Machinery
Erectors Local No. 740**By: _____
Date: _____**Concrete Workers District Council
No. 16**By: _____
Date: _____**Cement and Concrete Workers No.
18-A**By: _____
Date: _____**Derrickmen and Riggers Local
Union No. 197**By: 
Date: 9/22/09**Elevator Constructors No. 1**By: _____
Date: _____**Carpenters District Council**By: _____
Date: _____**Carpenters Local No. 45**By: _____
Date: _____**Carpenters Local No. 608**By: _____
Date: _____**Carpenters Local No. 926**By: _____
Date: _____**Timbermen Local No. 1536**By: _____
Date: _____**Cement Masons No. 780**By: _____
Date: _____**Cement and Concrete Workers
No. 6-A**By: _____
Date: _____**Cement and Concrete Workers
No. 20**By: _____
Date: _____**Electrical Local No. 3**By: _____
Date: _____**Engineers Local Union No. 14**By: _____
Date: _____

SIGNATORY AFFILIATES: Jacob Javits Convention Center PLA

Boiler Makers Local No. 5

By: _____
Date: _____

Carpenters Local No. 157

By: _____
Date: _____

Carpenters Local No. 20

By: _____
Date: _____

Carpenters Local No. 608 North

By: _____
Date: _____

Carpenters Local No. 2287

By: _____
Date: _____

**Millwright and Machinery
Erectors Local No. 740**

By: _____
Date: _____

**Concrete Workers District Council
No. 16**

By: _____
Date: _____

**Cement and Concrete Workers No.
18-A**

By: _____
Date: _____

**Derrickmen and Riggers Local
Union No. 197**

By: _____
Date: _____

Elevator Constructors No. 1

By: _____
Date: _____

Carpenters District Council

By: _____
Date: _____

Carpenters Local No. 45

By: _____
Date: _____

Carpenters Local No. 608

By: _____
Date: _____

Carpenters Local No. 926

By: _____
Date: _____

Timbermen Local No. 1536

By: _____
Date: _____

Cement Masons No. 780

By: Angelo Desguelle
Date: 9/23/09

**Cement and Concrete Workers
No. 6-A**

By: _____
Date: _____

**Cement and Concrete Workers
No. 20**

By: _____
Date: _____

Electrical Local No. 3

By: _____
Date: _____

Engineers Local Union No. 14

By: _____
Date: _____

Sep. 22, 2009 2:44PM

No. 1042 P. 3/7

Engineers No. 15, 15A, 15B

By: _____
Date: _____Heat & Frost Insulators and
Asbestos Workers Local Union No.
12By: Penguin, J. J. Polits
Date: 9/22/09

Iron Workers District Council

By: Edward J. Walsh
Date: 10-9-2009

Iron Workers No. 361

By: _____
Date: _____Laborers Local No. 78 Asbestos &
Lead AbatementBy: _____
Date: _____

Mason Tenders Dist. Council

By: _____
Date: _____Maintenance Division Building
Trades
Painters District Council No. 9By: _____
Date: _____

Drywall Tapers 1974

By: _____
Date: _____~~XXXXXXXXXXXXXXXXXXXX~~
CouncilBy: Keith J. Longo
Date: 9/22/09

Engineers No. 94

By: _____
Date: _____Heat & Frost Insulators Local
Union No. 12ABy: _____
Date: _____

Iron Workers No. 40

By: _____
Date: _____Ornamental Iron Workers No.
580By: _____
Date: _____Laborers Construction and
General Building No. 79By: _____
Date: _____

Lathers Metallic Local No. 46

By: _____
Date: _____Metal Polishers Local Union No.
8A
Glaziers No. 1281By: _____
Date: _____Painters Structural Steel No.
806By: _____
Date: _____

Plasterers Local Union No. 530

By: _____
Date: _____

Sep. 22. 2009 2:33PM

No. 1042 P. 3/7

Engineers No. 15, 15A, 15BBy: _____
Date: _____**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**By: Dennis Spolits
Date: 9/22/09**Iron Workers District Council**By: _____
Date: _____**Iron Workers No. 361**By: _____
Date: _____**~~Asbestos Workers Local No. 78 Asbestos and
Lead Abatement~~**By: [Signature]
Date: 9/23/09**Mason Tenders Dist. Council**By: _____
Date: _____**Maintenance Division Building
Trades
Painters District Council No. 9**By: _____
Date: _____**Drywall Tapers 1974**By: _____
Date: _____**Pavers & Road Builders District
Council No. 1**By: _____
Date: _____**Engineers No. 94**By: _____
Date: _____**Heat & Frost Insulators Local
Union No. 12A**By: _____
Date: _____**Iron Workers No. 40**By: _____
Date: _____**Ornamental Iron Workers No.
580**By: _____
Date: _____**Laborers Construction and
General Building No. 79**By: _____
Date: _____**Lathers Metallic Local No. 46**By: _____
Date: _____**Metal Polishers Local Union No.
8A
Glaziers No. 1281**By: _____
Date: _____**Painters Structural Steel No.
806**By: _____
Date: _____**Plasterers Local Union No. 530**By: _____
Date: _____

Engineers No. 15, 15A, 15B

By: _____
Date: _____

Heat & Frost Insulators and
Asbestos Workers Local Union No.
12

By: Denise Spolits
Date: 9/22/09

Iron Workers District Council

By: _____
Date: _____

Iron Workers No. 361

By: _____
Date: _____

Laborers Local No. 78 Asbestos &
Lead Abatement

By: _____
Date: _____

Mason Tenders Dist. Council

By: _____
Date: _____

Maintenance Division Building
Trades
Painters District Council No. 9

By: _____
Date: _____

Drywall Tapers 1974

By: _____
Date: _____

Pavers & Road Builders District
Council No. 1

By: _____
Date: _____

Engineers No. 94

By: _____
Date: _____

Heat & Frost Insulators Local
Union No. 12A

By: _____
Date: _____

Iron Workers No. 40

By: _____
Date: _____

Ornamental Iron Workers No.
580

By: _____
Date: _____

Laborers Construction and
General Building No. 79

By: _____
Date: _____

Lather Metallic Local No. 48
By: Robert A. Ledwith
Date: 9/22/09

Metal Polishers Local Union No.
8A
Glaziers No. 1281

By: _____
Date: _____

Painters Structural Steel No.
806

By: _____
Date: _____

Plasterers Local Union No. 530

By: _____
Date: _____

Engineers No. 15, 15A, 15B

By: _____
Date: _____

**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**

By: Dennis Appolito
Date: 9/22/09

Iron Workers District Council

By: _____
Date: _____

Iron Workers No. 361

By: _____
Date: _____

**Laborers Local No. 78 Asbestos &
Lead Abatement**

By: _____
Date: _____

Mason Tenders Dist. Council

By: _____
Date: _____

**Maintenance Division Building
Trades
Painters District Council No. 9**

By: _____
Date: _____

Drywall Tapers 1974

By: _____
Date: _____

**Pavers & Road Builders District
Council No. 1**

By: _____
Date: _____

Engineers No. 94

By: _____
Date: _____

**Heat & Frost Insulators Local
Union No. 12A**

By: _____
Date: _____

Iron Workers No. 40

By: _____
Date: _____

**Ornamental Iron Workers No.
580**

By: _____
Date: _____

**Laborers Construction and
General Building No. 79**

By: John D. [Signature]
Date: 9/22/09

Lathers Metallic Local No. 46

By: _____
Date: _____

**Metal Polishers Local Union No.
8A
Glaziers No. 1281**

By: _____
Date: _____

**Painters Structural Steel No.
806**

By: _____
Date: _____

Plasterers Local Union No. 530

By: _____
Date: _____

Engineers No. 15, 15A, 15B

By: _____
Date: _____

**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**

By: Dennis Spolits
Date: 9/22/09

Iron Workers District Council

By: _____
Date: _____

Iron Workers No. 361

By: _____
Date: _____

**Laborers Local No. 78 Asbestos &
Lead Abatement**

By: _____
Date: _____

Mason Tenders Dist. Council

By: _____
Date: _____

**Maintenance Division Building
Trades
Painters District Council No. 9**

By: _____
Date: _____

Drywall Tapers 1974

By: _____
Date: _____

**Pavers & Road Builders District
Council No. 1**

By: _____
Date: _____

Engineers No. 94

By: _____
Date: _____

**Heat & Frost Insulators Local
Union No. 12A**

By: _____
Date: _____

Iron Workers No. 40

By: _____
Date: _____

**Ornamental Iron Workers No.
580**

By: _____
Date: _____

**Laborers Construction and
General Building No. 79**

By: _____
Date: _____

Lathers Metallic Local No. 46

By: _____
Date: _____

**Metal Polishers Local Union No.
8A
Glaziers No. 1281**

By: _____
Date: _____

**Painters Structural Steel No.
806**

By: _____
Date: _____

Plasterers Local Union No. ~~262~~ 262

By: John P. Smecner
Date: 9.22.09

Sep. 22. 2009 2:42PM

Engineers No. 15, 15A, 15BBy: _____
Date: _____**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**By: Dennis Appolito
Date: 9/22/09**Iron Workers District Council**By: _____
Date: _____**Iron Workers No. 361**By: _____
Date: _____**Laborers Local No. 78 Asbestos &
Lead Abatement**By: _____
Date: _____**Mason Tenders Dist. Council**By: _____
Date: _____**Maintenance Division Building
Trades
Painters District Council No. 9**By: _____
Date: _____**Drywall Tapers 1974**By: Joseph Miranda
Date: 9/22/09**Pavers & Road Builders District
Council No. 1**By: _____
Date: _____**Engineers No. 94**By: _____
Date: _____**Heat & Frost Insulators Local
Union No. 12A**By: _____
Date: _____**Iron Workers No. 40**By: _____
Date: _____**Ornamental Iron Workers No.
580**By: _____
Date: _____**Laborers Construction and
General Building No. 79**By: _____
Date: _____**Lathers Metallic Local No. 46**By: _____
Date: _____**Metal Polishers Local Union No.
8A
Glaziers No. 1281**By: _____
Date: _____**Painters Structural Steel No.
806**By: _____
Date: _____**Plasterers Local Union No. 530**By: _____
Date: _____

Sep. 22, 2009 2:36PM

No. 1042 P. 3/7

Engineers No. 15, 15A, 15BBy: _____
Date: _____**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**By: Dennis J. Spolits
Date: 9/22/09**Iron Workers District Council**By: _____
Date: _____**Iron Workers No. 361**By: _____
Date: _____**Laborers Local No. 78 Asbestos &
Lead Abatement**By: _____
Date: _____**Mason Tenders Dist. Council**By: Paul B. [Signature]
Date: 9/22/09**Maintenance Division Building
Trades****Painters District Council No. 9**By: _____
Date: _____**Drywall Tapers 1974**By: _____
Date: _____**Pavers & Road Builders District
Council No. 1**By: _____
Date: _____**Engineers No. 94**By: _____
Date: _____**Heat & Frost Insulators Local
Union No. 12A**By: _____
Date: _____**Iron Workers No. 40**By: _____
Date: _____**Ornamental Iron Workers No.
580**By: _____
Date: _____**Laborers Construction and
General Building No. 79**By: _____
Date: _____**Lathers Metallic Local No. 46**By: _____
Date: _____**Metal Polishers Local Union No.
8A****Glaziers No. 1281**By: _____
Date: _____**Painters Structural Steel No.
806**By: _____
Date: _____**Plasterers Local Union No. 530**By: _____
Date: _____

Sep. 22. 2009 2:29PM

No. 1042 P. 3/7

Engineers No. 15, 15A, 15B

By: _____

Date: _____

**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**By: Dennis IppolitoDate: 9/22/09**Iron Workers District Council**

By: _____

Date: _____

Iron Workers No. 361

By: _____

Date: _____

**Laborers Local No. 78 Asbestos &
Lead Abatement**

By: _____

Date: _____

Mason Tenders Dist. Council

By: _____

Date: _____

**Maintenance Division Building
Trades****Painters District Council No. 9**

By: _____

Date: _____

Drywall Tapers 1974

By: _____

Date: _____

**Pavers & Road Builders District
Council No. 1**

By: _____

Date: _____

Engineers No. 94

By: _____

Date: _____

**Heat & Frost Insulators Local
Union No. 12A**

By: _____

Date: _____

Iron Workers No. 40By: Robert W. WalshDate: 9-28-09**Ornamental Iron Workers No.
580**

By: _____

Date: _____

**Laborers Construction and
General Building No. 79**

By: _____

Date: _____

Lathers Metallic Local No. 46

By: _____

Date: _____

**Metal Polishers Local Union No.
8A****Glaziers No. 1281**

By: _____

Date: _____

**Painters Structural Steel No.
806**

By: _____

Date: _____

Plasterers Local Union No. 530

By: _____

Date: _____

Engineers No. 15, 15A, 15BBy: _____
Date: _____**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**By: Dennis Ippolito
Date: 9/22/09**Iron Workers District Council**By: _____
Date: _____**Iron Workers No. 361**By: _____
Date: _____**Laborers Local No. 78 Asbestos &
Lead Abatement**By: _____
Date: _____**Mason Tenders Dist. Council**By: _____
Date: _____**Maintenance Division Building
Trades****Painters District Council No. 9**By: John R. R.
Date: 9-23-09**Drywall Tapers 1974**By: John R. R.
Date: 9-23-09**Pavers & Road Builders District
Council No. 1**By: _____
Date: _____Metal Polishers D.C. 9
John R. R.**Engineers No. 94**By: _____
Date: _____**Heat & Frost Insulators Local
Union No. 12A**By: _____
Date: _____**Iron Workers No. 40**By: _____
Date: _____**Ornamental Iron Workers No.
580**By: _____
Date: _____**Laborers Construction and
General Building No. 79**By: _____
Date: _____**Lathers Metallic Local No. 46**By: _____
Date: _____~~**Metal Polishers Local Union No.**~~**Glaziers No. 1281**By: John R. R.
Date: 9-23-09**Painters Structural Steel No.
806**By: John R. R.
Date: 9-23-09**Plasterers Local Union No. 530**By: _____
Date: _____

Engineers No. 15, 15A, 15B

By: _____
Date: _____

**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**

By: Dennis Appolito
Date: 9/22/09

Iron Workers District Council

By: _____
Date: _____

**Iron Workers No. 361
Jacob Savits Center P.L.A**

By: Richard O'Hane
Date: _____

**Laborers Local No. 78 Asbestos &
Lead Abatement**

By: _____
Date: _____

Mason Tenders Dist. Council

By: _____
Date: _____

**Maintenance Division Building
Trades
Painters District Council No. 9**

By: _____
Date: _____

Drywall Tapers 1974

By: _____
Date: _____

**Pavers & Road Builders District
Council No. 1**

By: _____
Date: _____

Engineers No. 94

By: _____
Date: _____

**Heat & Frost Insulators Local
Union No. 12A**

By: _____
Date: _____

Iron Workers No. 40

By: _____
Date: _____

**Ornamental Iron Workers No.
580**

By: _____
Date: _____

**Laborers Construction and
General Building No. 79**

By: _____
Date: _____

Lathers Metallic Local No. 46

By: _____
Date: _____

**Metal Polishers Local Union No.
8A
Glaziers No. 1281**

By: _____
Date: _____

**Painters Structural Steel No.
806**

By: _____
Date: _____

Plasterers Local Union No. 530

By: _____
Date: _____

Sep. 22. 2009 2:44PM

No. 1042 P. 3/7

Engineers No. 15, 15A, 15BBy: _____
Date: _____**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**By: Dennis Appolito
Date: 9/22/09**Iron Workers District Council**By: _____
Date: _____**Iron Workers No. 361**By: _____
Date: _____**Laborers Local No. 78 Asbestos &
Lead Abatement**By: _____
Date: _____**Mason Tenders Dist. Council**By: _____
Date: _____**Maintenance Division Building
Trades
Painters District Council No. 9**By: _____
Date: _____**Drywall Tapers 1974**By: _____
Date: _____**Pavers & Road Builders District
Council**By: Keith J. Linares
Date: 9/23/09**Engineers No. 94**By: _____
Date: _____**Heat & Frost Insulators Local
Union No. 12A**By: _____
Date: _____**Iron Workers No. 40**By: _____
Date: _____**Ornamental Iron Workers No.
580**By: _____
Date: _____**Laborers Construction and
General Building No. 79**By: _____
Date: _____**Lathers Metallic Local No. 46**By: _____
Date: _____**Metal Polishers Local Union No.
8A
Glaziers No. 1281**By: _____
Date: _____**Painters Structural Steel No.
806**By: _____
Date: _____**Plasterers Local Union No. 530**By: _____
Date: _____

09-22-2009 02:40pm From-PAINTERS DC 8

2122551151

T-763 P.003/007 F-044

Engineers No. 15, 15A, 15BBy: _____
Date: _____**Heat & Frost Insulators and
Asbestos Workers Local Union No.
12**By: Dennis J. Spolits
Date: 9/22/09**Iron Workers District Council**By: _____
Date: _____**Iron Workers No. 361**By: _____
Date: _____**Laborers Local No. 78 Asbestos &
Lead Abatement**By: _____
Date: _____**Mason Tenders Dist. Council**By: _____
Date: _____**Maintenance Division Building
Trades
Painters District Council No. 9**By: [Signature]
Date: 9-28-09**Drywall Tapers 1974**By: _____
Date: _____**Pavers & Road Builders District
Council No. 1**By: _____
Date: _____Metal Polishers
District Council 9[Signature]**Engineers No. 94**By: _____
Date: _____**Heat & Frost Insulators Local
Union No. 12A**By: _____
Date: _____**Iron Workers No. 40**By: _____
Date: _____**Ornamental Iron Workers No.
580**By: _____
Date: _____**Laborers Construction and
General Building No. 79**By: _____
Date: _____**Lathers Metallic Local No. 46**By: _____
Date: _____**~~Metal Polishers Local Union No.
8A~~****Glass No. 1281**By: [Signature]
Date: 9-28-09**Painters Structural Steel No.
806**By: [Signature]
Date: 9-28-09**Plasterers Local Union No. 530**By: _____
Date: _____

Sep. 22. 2009 2:44PM

No. 1042 P. 3/7

Engineers No. 15, 15A, 15B

By: _____
Date: _____Heat & Frost Insulators and
Asbestos Workers Local Union No.
12By: Despin, J. Polite
Date: 9/22/09

Iron Workers District Council

By: _____
Date: _____

Iron Workers No. 361

By: _____
Date: _____Laborers Local No. 78 Asbestos &
Lead AbatementBy: _____
Date: _____

Mason Tenders Dist. Council

By: _____
Date: _____Maintenance Division Building
Trades
Painters District Council No. 9By: _____
Date: _____

Drywall Tapers 1974

By: _____
Date: _____~~MAINTENANCE DIVISION BUILDING~~
CouncilBy: Keith J. Long
Date: 9/22/09

Engineers No. 94

By: _____
Date: _____Heat & Frost Insulators Local
Union No. 12ABy: _____
Date: _____

Iron Workers No. 40

By: _____
Date: _____Ornamental Iron Workers No.
580By: [Signature]
Date: 10 9 09Laborers Construction and
General Building No. 79By: _____
Date: _____

Lathers Metallic Local No. 46

By: _____
Date: _____Metal Polishers Local Union No.
8A
Glaziers No. 1281By: _____
Date: _____Painters Structural Steel No.
806By: _____
Date: _____

Plasterers Local Union No. 530

By: _____
Date: _____

10/01/2008 17:20 FAX 718 937 7008

Sep. 30. 2009 4:09PM

TEAMSTERS LOCAL 813

003/003

No. 1053 P. 4/7

JAVITS

Plumbers No. 1

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Nassau Office

By: _____

Date: _____

Steamfitters Local Union No. 638

By: Richard B. RobertsDate: 10/8/09

Teamsters Local Union 282

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Window Cleaners No. 2 S.E.I.U.
32B-32J

By: _____

Private Sanitation Local No. 813

By: _____

Date: _____

Sheet Metal Workers Local No.
28

By: _____

Date: _____

Sheet Metal Workers Local No.
137

By: _____

Date: _____

Metal Trades Division

By: _____

Date: _____

Teamsters Local Union 813

By: Robert J. DavisDate: 10-01-09Tile, Marble & Terrazzo B.A.C.
Local Union No. 7

By: _____

Date: _____

Plumbers No. 1By: _____
Date: _____**Roofers & Waterproofers No. 8**By: _____
Date: _____**Nassau Office**By: _____
Date: _____**Steamfitters Local Union No. 638**By: _____
Date: _____**Teamsters Local Union 282**By: _____
Date: _____**Teamsters Local Union 814**By: _____
Date: _____**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813By: _____
Date: _____**Sheet Metal Workers Local No.
28**By: Michael Kelly
Date: 10/2/09**Sheet Metal Workers Local No.
137**By: _____
Date: _____**Metal Trades Division**By: _____
Date: _____**Teamsters Local Union 813**By: _____
Date: _____**Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**By: _____
Date: _____*Tarvis Project*

Plumbers No. 1

By: _____
Date: _____

Roofers & Waterproofers No. 8

By: _____
Date: _____

Nassau Office

By: _____
Date: _____

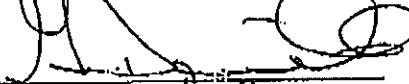
Steamfitters Local Union No. 638

By: _____
Date: _____

Teamsters Local Union 282

By: _____
Date: _____

Teamsters Local Union 814

By: 
Date: 10/02/09

**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813

By: _____
Date: _____

**Sheet Metal Workers Local No.
28**

By: _____
Date: _____

**Sheet Metal Workers Local No.
137**

By: _____
Date: _____

Metal Trades Division

By: _____
Date: _____

Teamsters Local Union 813

By: _____
Date: _____

**Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**

By: _____
Date: _____

Plumbers No. 1

By: _____
Date: _____

Roofers & Waterproofers No. 8

By: Tom Cedrick
Date: 9/24/09

Nassau Office

By: _____
Date: _____

Steamfitters Local Union No. 638

By: _____
Date: _____

Teamsters Local Union 282

By: _____
Date: _____

Teamsters Local Union 814

By: _____
Date: _____

**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813

By: _____
Date: _____

**Sheet Metal Workers Local No.
28**

By: _____
Date: _____

**Sheet Metal Workers Local No.
137**

By: _____
Date: _____

Metal Trades Division

By: _____
Date: _____

Teamsters Local Union 813

By: _____
Date: _____

**Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**

By: _____
Date: _____

Plumbers No. 1

By: George W. Kelly
Date: Sept. 23, 2009

Roofers & Waterproofers No. 8

By: _____
Date: _____

Nassau Office

By: _____
Date: _____

Steamfitters Local Union No. 638

By: _____
Date: _____

Teamsters Local Union 282

By: _____
Date: _____

Teamsters Local Union 814

By: _____
Date: _____

**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813

By: _____
Date: _____

**Sheet Metal Workers Local No.
28**

By: _____
Date: _____

**Sheet Metal Workers Local No.
137**

By: _____
Date: _____

Metal Trades Division

By: _____
Date: _____

Teamsters Local Union 813

By: _____
Date: _____

**Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**

By: _____
Date: _____

Sep. 22. 2009 3:02PM

No. 1042 P. 4/7

Plumbers No. 1By: _____
Date: _____**Roofers & Waterproofers No. 8**By: _____
Date: _____**Nassau Office**By: _____
Date: _____**Steamfitters Local Union No. 638**By: _____
Date: _____**Teamsters Local Union 282**By: _____
Date: _____**Teamsters Local Union 814**By: _____
Date: _____**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813By: _____
Date: _____**Sheet Metal Workers Local No.
28**By: _____
Date: _____**Sheet Metal Workers Local No.
137**By: _____
Date: _____**Metal Trades Division**By: _____
Date: _____**Teamsters Local Union 813**By: _____
Date: _____**Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**By: J. Thomas
Date: 9/22/09

Sep. 22, 2009 2:46PM

No. 1042 P. 4/7

Plumbers No. 1

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Nassau Office

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

Teamsters Local Union 282

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813By: Charles M. DavisDate: 9/25-09**Sheet Metal Workers Local No.
28**

By: _____

Date: _____

**Sheet Metal Workers Local No.
137**

By: _____

Date: _____

Metal Trades Division

By: _____

Date: _____

Teamsters Local Union 813

By: _____

Date: _____

**Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**

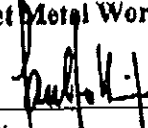
By: _____

Date: _____

Dec 22, 2009 2:55 PM

Plumbers No. 1By: _____
Date: _____**Roofers & Waterproofers No. 8**By: _____
Date: _____**Nassau Office**By: _____
Date: _____**Steamfitters Local Union No. 638**By: _____
Date: _____**Teamsters Local Union 282**By: _____
Date: _____**Teamsters Local Union 814**By: _____
Date: _____**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813By: _____
Date: _____**Sheet Metal Workers Local No.
28**By: _____
Date: _____**Sheet Metal Workers Local No.
137**By: 
Date: 9.29.09**Metal Trades Division**By: _____
Date: _____**Teamsters Local Union 813**By: _____
Date: _____**Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**By: _____
Date: _____

Sep. 30. 2009 4:09PM

No. 1053 P. 4/7

Javits

Plumbers No. 1

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Nassau Office

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

Teamsters Local Union 282

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

**Window Cleaners No. 2 S.E.I.U.
32B-32J**

By: _____

Private Sanitation Local No. 813

By: _____

Date: _____

**Sheet Metal Workers Local No.
28**

By: _____

Date: _____

**Sheet Metal Workers Local No.
137**

By: _____

Date: _____

Metal Trades Division

By: _____

Date: _____

Teamsters Local Union 813By: *[Signature]*Date: *10-01-09***Tile, Marble & Terrazzo B.A.C.
Local Union No. 7**

By: _____

Date: _____

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL

STANDARDS OF EXCELLENCE

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

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

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

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

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

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