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June 24, 2014
Via U. S. Mail and Email
Roofers203@hotmail.com

Dan Richardson
President
Binghamton Oneonta Building Trades Council
32 W. State Street
Binghamton, NY 13901

**Re: Traditions Resort and Casino, LLC
Project Labor Agreement**

Dear Dan:

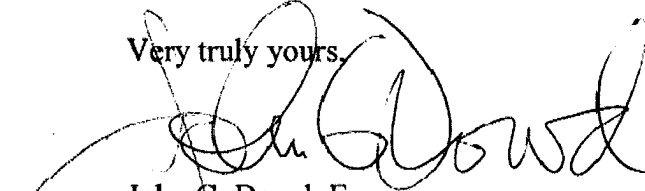
This letter will confirm that we have agreed to the attached Project Labor Agreements (PLA) with respect to the Traditions Resort and Casino, LLC project located in Johnson City, New York.

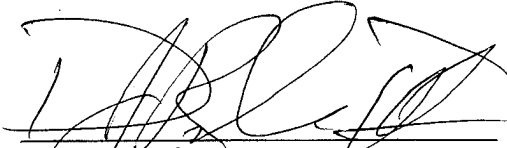
Your attorneys, Blitman and King, have been working with us to arrive at this final version of the PLA. Specifically, we have been working with your attorney Don Oliver.

The purpose of this letter is to confirm that your office agrees that this is the final draft agreement that has tentatively been approved by the local unions and is now being circulated for approval by your national and state labor union offices. If this is accurate, then please sign a copy of this correspondence and return it to us via PDF copy and federal express. It will be included in the Traditions gaming license application due on or before June 30, 2014.

Thank you for your time and assistance.

Very truly yours,


John G. Dowd, Esq.


Dan Richardson

JGD/lk
Enclosure

cc: Blitman and King, LLP
Attn: Donald D. Oliver
William Walsh

**BINGHAMTON – ONEONTA
BUILDING & CONSTRUCTION TRADES COUNCIL**

**TRADITIONS AT THE GLEN
PROJECT LABOR AGREEMENT**

**PROJECT LABOR AGREEMENT
PREAMBLE**

WHEREAS, the Owner desires to provide for the cost efficient, safe, quality, and timely completion of certain construction work;

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 project;
- (2) avoiding the costly delays of potential strikes, slowdowns, and walkouts 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 flexibility in work scheduling where necessary at affordable pay rates;
- (5) permitting adjustments to work rules and staffing requirements from those which otherwise might pertain;
- (6) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (7) ensuring a reliable source of skilled and experienced labor; and

WHEREAS, the Binghamton – Oneonta Building and Construction Trades Council, its affiliated Local Unions and their members, desire to 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 1
PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) for work to be performed by the Owner and the Binghamton – Oneonta Building and Construction Trades Council (“Council”) (on behalf of itself and its affiliated Local Unions and their members) (“Local Unions”) signatory hereto.

ARTICLE 2
GENERAL CONDITIONS

SECTION 1
DEFINITIONS

Throughout this Agreement, the various Union parties, including the Binghamton – Oneonta Building and Construction Trades Council and its affiliated Local Unions, are referred to singularly and collectively as “Union(s)”, where specific reference is made to “Local Unions,” that phrase is sometimes used; the term “Contractor(s)” shall include any Owner who may serve as a successor in that role, to General Contractors and to all other contractors, and subcontractors of whatever tier, engaged in Project Work within the scope of this Agreement as defined in Article 3; (company name) is referred to in its capacity as “Owner”, the Binghamton-Oneonta Building and Construction Trades Council is referred to as the “Council”; and the work covered by this Agreement (as defined in Article 3) is referred to as “Project Work”.

SECTION 2
ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all Unions and their affiliates, the Owner and all Contractors performing Project Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3. Covered Contractors (including subcontractors of any tier) shall execute the Letter of Assent attached to this Agreement as Exhibit A. This Agreement shall be administered by the Owner on behalf of all Contractors.

SECTION 3 SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto and referred to herein 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, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, those agreements shall apply, except that Articles 6, 8, and 9 of this Agreement shall still apply. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. If this Agreement is silent on any matter addressed in the applicable Schedule A agreement, the Schedule A agreement shall govern.

It is agreed that work rule provisions negotiated into future collective bargaining agreements will not apply to work on this project if such provisions are less favorable to this project than those contained in the expiring collective bargaining agreements.

SECTION 4 LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Owner and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 5 THE BID SPECIFICATIONS

The Owner shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement.

**SECTION 6
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 who becomes signatory thereto, 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 bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Project Work.

**ARTICLE 3
SCOPE OF THE AGREEMENT**

**SECTION 1
WORKED COVERED**

Project Work shall be defined to include onsite craft work covered by the collective bargaining agreements in Schedule A but does not include:

- a. The work of engineers inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, deliverers, suppliers, messengers, non-manual employees, and all professional engineering administrative and management persons.
- b. Work performed by employees of the Owner not performing construction.
- c. Work performed by employees or entities engaged in offsite manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to or from the project site including local deliveries of fill, ready-mix, asphalt, granular materials, construction debris service and the moving of equipment and all building materials such as pre-cast or steel.
- d. Deliveries to the site or trucking of waste, scrap or surplus from the site.
- e. All work relating to movement, installation or modification of casino equipment or supplies including gaming tables and slot machines.
- f. All work relating to any specialty system concerning the operation of the casino including all surveillance equipment. However, related conduit and wiring for said equipment shall be installed by workers covered under this Agreement.

**SECTION 2
TIME LIMITATIONS**

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

ARTICLE 4
UNION RECOGNITION AND EMPLOYMENT

**SECTION 1
PRE-HIRE RECOGNITION**

The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project Work, 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 applicable Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). It is understood that the Contractor shall contact the job referral system or hiring hall of the Local Union whose Schedule A wage and benefit rate has been determined by the New York State Department of Labor as applying to the work to be performed. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; and to select employees for layoff (subject to Article 5, Section 3). In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired

for Program Work within its jurisdiction from any source other than referral by the Union.

B. In addition to A above, 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 for the Contractor 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;
- (4) have the ability to safely perform the basic functions of the applicable trade and possess a valid OSHA-10 card issued within the last five years.

No more than 25 per centum 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 general forepersons may be included in this 25 percent. If requested by the appropriate Union, a Contractor using this provision for by-name referrals will furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) through (4) above.

It is understood that the first three employees per Contractor by craft shall be obtained through the Local Unions' job referral system and hiring halls; the fourth employee may be requested under the special provisions set forth above; the fifth, sixth and seventh employees shall be obtained through the Local Unions' job referral system and hiring halls; and so on.

It is agreed that a Local Union, upon submitting a written request to the Project Manager, shall be entitled to obtain and review the certified payroll records for any contractor performing Project work within the Local Union's trade jurisdiction.

SECTION 3 UNION DUES

All employees covered by this Agreement 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 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 which 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.

ARTICLE 5 **UNION REPRESENTATION**

SECTION 1 **LOCAL UNION REPRESENTATIVE**

Each Local Union representing Project Work employees shall be entitled to designate a representative(s), who shall be afforded access to the Project Work site.

SECTION 2 **STEWARDS**

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Owner of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working stewards.
- B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

SECTION 3 **LAYOFF OF A STEWARD**

Lay-off of any stewards shall be done in compliance with the requirements of the applicable Schedule A. Contractors agree to notify the appropriate Union at least 24 hours prior to the layoff of a Steward in the event that there are no Schedule A provisions that govern the lay-off.

ARTICLE 6
WORK STOPPAGES AND LOCKOUTS

SECTION 1
NO STRIKES-NO LOCK OUT

There shall be no strikes, work stoppages, or slowdowns, by any Union or employee against any Contractor or employer. There shall be no lock-out by any Owner, contractor employer or subcontractor of any tier.

SECTION 2
NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. The Council 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 its members or the Council.

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 James Gross, Robert Rabin, or Jeffrey Selchick who shall act as Arbitrator under this expedited arbitration procedure. If the Arbitrator is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list agreed to by the parties shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.
- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Owner, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice 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, Owner and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation 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 Owner. In any court proceedings 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 commenced by order to show cause. 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 7
LABOR MANAGEMENT COMMITTEE

SECTION 1
SUBJECTS

The Program Labor Management Committee ("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; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations.

SECTION 2
COMPOSITION

The Committee shall be jointly chaired by a designee of the Owner and the Council. 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 sub-committees.

SECTION 3
PRE-JOB CONFERENCE

So that the start and continuation of work may progress without interruption, the Committee shall conduct a pre-job conference before work covered by this Agreement commences. The purpose of the pre-job conference shall be for the Committee to agree on such matters as work assignments, the standard work day and work week, the number of employees to be employed, the method of referral, the applicable wage rates and fringe benefit contributions and any other matters in accordance with this Agreement. Unresolved issues shall be subject to the provisions of Article 8. Failure to conduct a pre-job conference is a violation of this Agreement.

ARTICLE 8
GRIEVANCE & ARBITRATION PROCEDURE

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes) 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 construction Project Manger. 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 Owner (or designee) as creating a precedent.
- (b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 6, 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 and International Representative, together with representatives of the involved Contractor, Council and the Owner (or designee), shall meet in Step 2 within 7 calendar days of notice of the written grievance to arrive at a satisfactory settlement.

Step 3:

- (a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Owner or designee) to the designated arbitrator who shall act as the Arbitrator under this procedure. The parties will use, on a rotating basis, James Gross, Robert Rabin and Jeffrey Selchick. If for

any reason none of the foregoing are available, the Contractor and the Council or affected Local Unions shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The 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 Owner (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.

ARTICLE 9 **JURISDICTIONAL DISPUTES**

SECTION 1 **NATIONAL PLAN**

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry [the “Plan”] or any successor Plan.

SECTION 2 **AWARD**

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

**SECTION 3
NO DISRUPTIONS**

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

**SECTION 4
PRE-JOB CONFERENCE**

Each Contractor will conduct a pre-job conference with the Council and affected Local Unions prior to commencing work. The Owner shall 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 (Exhibit B) to identify all Subcontractors and indicating what trades will be used to perform the Project 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 Binghamton-Oneonta Trades 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 Sections 1, 2, and 3 of this Article in accordance with the present Plan established by the Building and Construction Trades Department.

ARTICLE 10
WAGES AND BENEFITS

**SECTION 1
CLASSIFICATION AND HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the wage rates applicable for those classifications as required by the Schedule A(s) applicable to the work.

SECTION 2

EMPLOYEE BENEFITS

- A. Except as may be modified by this Agreement (to the extent permitted by law), the 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 Section 220 schedule in effect.

Except as provided below and in 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 amounts are required by Section 220 and payment to a Schedule A fund satisfies that 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. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans or beyond Section 220 required amounts. Under no circumstances is a Contractor required to pay benefits in an amount in excess of Section 220's requirements.

- B. Notwithstanding Section 2A, Contractors who designate employees pursuant to Article 4, Sections 2 B, and who maintain bona fide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220) or by electing to pay into the applicable jointly trustee funds designated on Schedule A on their behalf, at the Contractor's option. The total benefit payments to be made by a Contractor on behalf of those employees must equal the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee. This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process (or is otherwise hired by the Contractor) provided such employee is currently employed by the Contractor and is a participant in a bona fide private benefit plan maintained by the Contractor and which satisfies the requirements of Section 220.
- C. 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 Project Work and only for those employees to whom this Agreement requires such benefit payments.

- D. Prior to the Owner or Owner issuing payment to a Contractor (on behalf of the Contractor or its subcontractors) for Project Work, the Owner will notify any Local Union and Benefit Fund to which the recipient (directly or indirectly) of that payment is contributing that a payment is going to be issued to that Contractor. Notification, which may be by fax, will provide that the Benefit Fund has 48 hours (excluding Saturdays and Sundays) from the time the fax is sent in which to advise the Owner of any current contribution delinquencies for the recipient. If written notice of such a delinquency is received by the Owner within that 48-hour period, the Owner or its designee shall, to the extent permitted by law, withhold from any funds due the Contractor for that recipient the amount of that delinquency, up to the total amount due on behalf of that recipient, until any dispute regarding the delinquency has been resolved. The Owner shall have no other obligation with respect to contributions owed by any Contractor. If notice of a delinquency is not received by the Owner in response to such notice within the 48-hour period, the Owner shall have no obligation to withhold, with respect to that deficiency, any part of a payment which is otherwise due.

ARTICLE 11
HOURS OF WORK, PREMIUM PAYMENTS,
SHIFTS AND HOLIDAYS

SECTION 1
WORK WEEK AND WORK DAY

The standard work week shall consist of 40 hours of work at straight time rates per the following schedule:

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

SECTION 2
OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A.

SECTION 3
SHIFTS

- A. Flexible Schedules – Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project

Work schedules and existing Project Work conditions. Shifts must have prior approval of the Owner, and must be scheduled with not less than five work days notice to the Local Union.

B. Second and/or Third Shifts/Saturday and/or Sunday Work.

The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m. For the second and third shift work there shall be a 10% shift differential premium. No other premium or other payments for such work shall be required unless such work is in excess of 40 hours in the week. Work performed on Saturdays or Sundays shall be paid as provided in the applicable Schedule A.

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

D. Friday shall be used as a makeup day at straight time when working on a 4 day 10 hour per day work week. Payment when using Saturday as a makeup day when working on a 5 day 8 hour per day work week shall be as provided in the applicable Schedule A.

**SECTION 4
HOLIDAYS**

A. Schedule – There shall be 8 recognized holidays:

- | | |
|------------------------|------------------|
| New Years Day | Fourth of July |
| Martin Luther King Day | Labor Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Christmas Day |

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

B. Payment – 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 above shall be recognized or observed.

ARTICLE 12 **APPRENTICESHIP**

SECTION 1 **APPRENTICE**

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 will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices (and such other appropriate classifications as are contained in the applicable Schedule A) in a ratio not to exceed 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, in which case that will apply. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The Local Unions shall maintain sufficient apprenticeship slots to meet Project Work needs.

SECTION 2 **DEPARTMENT OF LABOR**

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

ARTICLE 13 **SUBCONTRACTING**

No Contractor or subcontractor will subcontract any Project Work except to a person, firm or corporation who is or agrees to become party to this Agreement. Any Contractor

or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all Project Work under the terms of this Agreement. Project Work may be contracted/subcontracted to any Contractor or subcontractor who is or agrees to become party to this Agreement.

ARTICLE 14 **HELMETS TO HARDHATS**

SECTION 1

The Contractors and the Unions also 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 network, employment opportunities and other needs as identified by the parties.

SECTION 2

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 and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 15 **SAVINGS AND SEPARABILITY**

SECTION 1 **THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, 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 the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event 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-WAIVER**

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 for any public work that has been or may be performed in the future on any work outside the scope of this Agreement. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any 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 16
FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Owner in writing of the hourly rate changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates. Such changes will then apply to Project Work.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of _____, 2014.

FOR BINGHAMTON-ONEONTA BUILDING AND CONSTRUCTION
TRADES COUNCIL

By: _____

FOR (OWNER)

BY: _____

FOR THE LOCAL UNIONS

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS LOCAL LODGE 5
ZONE 197

By: _____

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS
LOCAL 203

By: _____

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL NO. 62

By: _____

SHEET METAL, AIR, RAIL AND TRANSPORTATION LOCAL UNION NO. 112

By: _____

BRICKLAYERS AND ALLIED CRAFT WORKERS LOCAL NO. 3

By: _____

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL UNION
785

By: _____

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRON WORKERS LOCAL NO. 60

By: _____

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY LOCAL NO. 112

By: _____

NORTHEAST REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA 277

By: _____

PAINTERS DISTRICT COUNCIL NO. 4

By: _____

PAINTERS DISTRICT COUNCIL NO. 4 GLAZIERS AND GLASS WORKERS
BINGHAMTON AREA

By: _____

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION
NO. 325

By: _____

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS LOCAL 30

By: _____

ROAD SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND
CANADA

By: _____

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 529

By: _____

EXHIBIT A

Letter of Assent

This is to certify that the undersigned Contractor/Subcontractor has examined a copy of the Project Labor Agreement negotiated with the Binghamton-Oneonta Building and Construction Trades Council, AFL-CIO and the signatory Unions for use on the Traditions at the Glen Construction Project..

The undersigned Contractor/Subcontractor agrees that if awarded work on this Project which is covered by the terms of the Project Labor Agreement, it will comply with all terms and conditions of that Project Labor Agreement and it is understood that by signing this Letter of Assent the undersigned Contractor/Subcontractor, if awarded work on this Project which is covered by the Project Labor Agreement, is as bound by that Project Labor Agreement as if it had signed the Project Labor Agreement itself.

This Letter of Assent shall become effective and binding upon the undersigned Contractor/Subcontractor and said Unions this ____ day of _____, 2014.

Name of Contractor:

By: _____

Title: _____

Date: _____

EXHIBIT B

PROJECT LABOR AGREEMENT

**PROPOSED TRADE ASSIGNMENTS
PRE-JOB CONFERENCE**

TO: Binghamton-Oneonta Building and Construction Trades Council

CLIENT:

ADMINISTRATOR: The D/B
Fax: (XXX) XXX-XXXX
Email: XXXXXXXXX

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: Binghamton-Oneonta Building and Construction Trades Council,
_____, New York
(XXX) XXX-XXXX Office
(XXX) XXX-XXXX Fax
XXXXXXXXXXXXX Email

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. **MANPOWER:**

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Asbestos Workers	_____	_____
Boilermakers	_____	_____
Bricklayers	_____	_____
Carpenters	_____	_____
Cement Masons	_____	_____
Electrical Workers (Inside Wiremen)	_____	_____
Electrical Workers (Outside Line)	_____	_____
Elevator Constructors	_____	_____
Glaziers	_____	_____
Insulators	_____	_____
Ironworkers (Structural)	_____	_____
Ironworkers (Rebar)	_____	_____
Laborers	_____	_____
Millwrights	_____	_____
Operating Engineers	_____	_____
Painters	_____	_____
Pile Drivers	_____	_____
Pipefitters/Plumbers	_____	_____
Plasterers	_____	_____
Roofers	_____	_____
Sheetmetal Workers	_____	_____

Teamsters

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 VII, Section 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: _____

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. _____

EQUIPMENT:

4. _____

5. _____

6. _____

SUBCONTRACTORS

The following is a list of Subcontractors that are under contract with the General 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 VII, Section 4.

A copy of a signed Letter of Assent (Exhibit A) 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 General 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. _____	_____