

# PROJECT LABOR AGREEMENT

## ARTICLE I

### PURPOSE

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between M+W Zander U.S. Operations, Inc. ("Zander"), its successors or assigns (hereinafter "Project Manager") and the New York State Building and Construction Trades Council, AFL-CIO on behalf of itself and its affiliates and Local Union members; the Greater Capital Region Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated Local Union members; and the signatory Local Unions on behalf of themselves and their members, and whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions," with respect to the construction of the GLOBALFOUNDRIES U.S. Inc. Fab 2, Module 1 complex, hereinafter "Project."

Zander is given full authority by the Owner to enter into this Project Labor Agreement. In the event Zander is not selected by the Owner as the Project Manager, all Parties agree that this Agreement will be assigned to the selected project manager, and that the Parties will execute all documents necessary to accomplish the said assignment.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Manager when it performs construction work within the scope of this Agreement. Where specific reference to Zander alone is intended, the term "Project Manager" is used.

The Parties to the Project Labor Agreement acknowledge that the construction of the Project is important to the development of the local and state economy. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this Project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and

binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down or interruption or other disruption of or interference with the work covered by this Agreement.

## ARTICLE II

### SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Manager, who have contracts awarded for such work on the Project. Such work shall include site preparation work.

The Project is defined as:

GLOBALFOUNDRIES U.S. Inc. will be constructing the Fab 2, Module 1 complex consisting of four major building elements: (1) wafer fabrication building or fab; (2) a "spine" support building (3) administrative office building; and (4) central utility building (CUB) along with service yards and small support buildings. Fab 2, Module 1 will be located on an approximately 222.45 acre parcel to be purchased from the Luther Forest Technology Campus Economic Development Corporation (LFTCEDC), of which 163.04 acres are in the Town of Malta and 59.41 acres are in the Town of Stillwater, Saratoga County, New York.

Fab 2, Module 1 is the first fab complex that is currently proposed by GLOBALFOUNDRIES within Development Area 1 of the Luther Forest Technology Campus (LFTC). The Fab 2, Module 1 complex has been designed as part of a three fab complex master plan, which if fully built out, would integrate the three fab complexes in a radial form. Each complex would consist of a manufacturing facility (fab) connected to a spine building, central utility building (CUB) and a corresponding administration building. Each of the three fabs would be independent of the other two from a utility perspective. Site infrastructure for the three fab layout will be included during the construction of the first phase, Fab 2, Module 1.

The main fab building is a two-story structure with a utility sub-fab at the ground story and a 300 mm wafer fabrication facility (i.e., "clean room") at the second story. It includes approximately 750,000 gross square feet (GSF) of combined clean room and support spaces. Support and ancillary spaces flank each side of the building, and are referred to as the east and west support wings. The support wings have mezzanine spaces distributed throughout to take advantage of the high ceilings driven by fab and sub-fab levels of the building. The sub-fab level provides tool support and delivery of utilities and chemicals. A mechanical level is located above the clean room and is equipped with filter fan units that provide the vertical air flow that cleans the area. The fab consists of a fire rated concrete



and steel structure with exterior panels of insulated, flush panels and masonry. Functionally, the clean room has one entry through the gowning area at the connection end to the spine building where people and materials enter. Utility distribution systems come from the sub-fab, chemical rooms, and the CUB. Many of the chemical rooms are located on the perimeter to meet NYS Building Code access and egress requirements. The installation of process equipment is not included in this scope of work.

The spine building is a three-story structure adjacent to the fab. The total square footage of the spine is 128,900 GSF. The first floor of the spine is aligned with the sub-fab level or first story of the fab building. The third floor is aligned with the fab level or second story of the fab building. Each floor of the spine building is structurally independent of the fab building. The spine shares the same structural system as the administration building. The spine contains support functions for the fab. Primary functions located in the spine include: shipping/receiving, tool staging, labs, gown rooms, data center, fitness center and clean maintenance shops.

The design of the administrative office building was driven by more traditional office space requirements rather than the unique needs of semiconductor manufacturing processes. The office building is a three-story, 214,000 GSF structure. The building is the most prominent site feature viewed from the main entry way and likely public view points. It is positioned in front of the fab building, providing an attractive architectural screen. The first floor of the office building houses the public functions such as the customer engagement center and the cafeteria. Other areas include customer service business suite, human resources offices and security/badging, also located on the first floor. The remainder of the office space for the facility is located on the second and third floors. These floors house in an open plan with daylight and views. The core elements such as meetings rooms, etc. are located adjacent to the spine.

The Central Utility Building (CUB) is a single-story, 202,000 GSF structure, located east of the fab. It contains the major support systems including boilers, chillers, ultra pure water treatment, waste treatment and electrical support systems. The CUB building is located behind the fab building to shield as much of the industrial components as possible. There is an equipment platform located over the chiller room and waste water treatment area. The equipment platform area is for chiller pumps, above the chiller room, and mechanical units to heat and air-condition the CUB spaces. This building supports the HVAC systems and the treatment of chemical waste coming from the manufacturing process in the fab building. The CUB has special yards for production gases, and liquids and other consumables related to the production processes. The CUB is located within a secured area that aligns parallel to the fab building. The exterior of the CUB has detail features similar to the fab. Service entrances are included on the CUB's perimeter. The main gas pad, emergency generators, and hazardous material storage building are located beyond the CUB building in the security yard.

It is agreed that the Project Manager shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment B) prior to commencing work. The Project Manager shall assure compliance with this Agreement by the Contractors. It is further agreed that where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area or local collective bargaining agreements except for the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI and VII of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Manager nor the Contractor(s) will be obligated to sign any other local, area or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Manager have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following:

a) work performed pursuant to contracts for specialty work and technical scope sub-contractors or suppliers who bring their own labor or designated sub-sub-contractors to the Project for specialty systems such as

- Controls, Chemical
- Bulk and specialty gases, and gas systems
- Ultra Pure Water (UPW)
- Specialty drain systems
- Plowing, janitorial, security and clean-up
- Other scopes as may be designated by the Project Manager, or

b) work pursuant to local designation contracts (MBE and WBE Contractors and local, town and county services and contractors subject to the requirements of the Saratoga County IDA),



c) the total labor hours performed by the persons subject to the exclusions of paragraphs a) and b) shall not, in the aggregate, exceed 7% of the total labor hours of the Project,

d) previously bid work in connection with earthworks and site utilities contractor, and

e) additionally, specifically excluded from coverage under this Agreement is all work relating to bids solicited prior to execution of this Agreement and off-site work of any kind.

Section 6. The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

a) superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

b) employees 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;

c) employees of the Project Manager;

d) employees of equipment suppliers performing or assisting in on-site equipment installation and employees engaged in on-site equipment warranty work;

e) employees engaged in geophysical testing;

f) employees engaged in laboratory, specialty testing, inspections or surveying, or any other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the Owner, the Project Manager or any other professional consultants, are covered by this Agreement).

g) employees engaged in ancillary Project work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads.

h) employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for deliveries and pick-ups at the Project site (teamsters shall not be required to drive such vehicles) except in the case of deliveries of dirt, stone or concrete, which teamsters shall drive to the Project site.

Section 7. The provisions of this Project Agreement shall not apply to GLOBALFOUNDRIES U.S. Inc. (the "Owner") and nothing contained herein shall be construed to prohibit or restrict GLOBALFOUNDRIES U.S. Inc. or its employees from performing work

not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Manager or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Manager or Contractor(s) are directed by the Owner to engage in repairs, modifications, check-out and warranty functions required by its contract with the Owner during the term of this Agreement. For purposes of Article V, the Owner shall be deemed a third party beneficiary of this Agreement.

Section 8. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 9. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractors or any employer.

Section 10. This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the AFL-CIO Building and Construction Trades Department, signed by the State and Local Trade Councils, and all the Local Unions having jurisdiction over the Project work; (2) the Agreement is signed by the Project Manager.

### **ARTICLE III**

#### **UNION RECOGNITION**

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. a) The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off; and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.



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

(1) possess any license required by NYS law for the Project work to be performed;

(2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;

(3) were on the Contractor's active payroll for at least 60 of the 270 calendar days prior to the contract award;

(4) have the ability to safely perform the basic functions of the applicable trade.

c) No more than 17 percent of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

Section 3. The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

Section 4. 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 period of time which they are performing on site Project work and only to the extent of tendering payment of the applicable agency shop fee or union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project site because of the employer's union membership or lack thereof. In the case of unaffiliated employees, the dues payments will be received by the Unions as an agency shop fee.

#### **ARTICLE IV**

#### **MANAGEMENT'S RIGHTS**

The Project Manager and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools or other labor saving devices. There shall be no limitations

upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

## ARTICLE V

### **WORK STOPPAGES AND LOCKOUTS**

#### Section 1.     No Strikes - No Lock Outs

There shall be no strikes, sympathy strikes, picketing, work stoppages, slow-downs, hand billing, demonstrations or other disruptive activity at the Project for any reason by the Union or employee against any Contractor, employer or Project Manager while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the Project. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and renovation on the Project for the duration of this Agreement.

#### Section 2.     Discharge for Violation

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

b)     Any Union or Local Union which initiates or participates in a strike, picketing, work stoppages, slow-down or other disruptive activity in violation of this Article, or which recognizes or supports such activity by another Union or Local Union, agrees as a remedy for said violation to pay liquidated damages in accordance with the following subsection.

c)     The Union and/or Local Union shall pay liquidated damages to the Owner, in the sum of Ten Thousand (\$10,000.00) Dollars per shift for each shift that the Union and/or Local Union is found to have violated this Article by engaging in a strike, picketing, work-stoppage, slow-down or other disruptive activity in violation of this Article during the term of this Agreement or which recognizes or supports such activity by another Union or Local Union.

d)     The Contractor shall pay liquidated damages to the Union and/or Local Union in the sum of Ten Thousand (\$10,000.00) Dollars per shift for each shift that the Contractors found to have violated this Article by engaging in a lock-out violation of this Article during the term of this Agreement.



Section 3. Termination of Agreement

Any strike, picketing, work stoppage, slow-down or other disruptive activity by a Union or Local Union during the term of this Agreement shall constitute a breach of this Article and permit the Project Manager at its discretion to declare this Agreement null and void as of the date of the strike, picketing, work stoppage, slow-down or other disruptive activity, without regard to Article VI below.

Section 4. Notification

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notifications to the Greater Capital Region Council, NYS Council, Local Union, Project Manager and the Department. The district or area council, NYS Council, the Project Manager and the Department shall each instruct, order and otherwise use their best efforts to cause the employees and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, the BCTD Department or the NYS Council complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

Section 5. 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 Len Kershaw, Jeffrey M. Selchick and Tom Hines, who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 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 if a Local Union is alleged to be in violation, its International, the Department, the Greater Capital Region Council and the Project Manager.

b) The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Project Manager, hold a hearing within 48 hours of receipt of the notice invoking this 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 must be in writing by telegraph, hand delivery or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturday 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 issues 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 retraining such violation and shall award liquidated damages in accordance with this Article and shall 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, except for liquidated damages in accordance with this Article, which issues are 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. 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 the Union.

Section 6. Arbitration of Discharges for Violation

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

**ARTICLE VI**

**DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work



of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdiction and disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local Union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local Union or the job steward and the work-site representative of the involved Contractor and the Project Manager shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Manager) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred and the provision(s) of the Agreement alleged to have been violated.

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

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally between the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be

extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Manager and the Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **ARTICLE VII**

### **JURISDICTIONAL DISPUTES**

Section 1. 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 a successor Plan.

Section 2. 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. This jurisdictional dispute resolution procedure will only apply to work performed by Local Unions at the Project site.

Section 4. All jurisdictional disputes shall be resolved without the occurrences of any strike, work stoppage or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 5. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Manager and the Owner will be advised in advance of all such conferences and may participate if they wish.

## **ARTICLE VIII**

### **SUBCONTRACTING**

The Project Manager agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project 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 work under the terms of this Agreement.



## **ARTICLE IX**

### **HELMETS TO HARDHATS**

Section 1. The employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers 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 Unions and Employers 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 X**

### **HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

Section 1. Work Week and Work Day

1. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
  - a.) Five-Day Work Week: Monday - Friday, 8 hours exclusive of a 1/2 hour unpaid lunch period each day.
  - b.) Four-Day Work Week: Monday - Thursday or Tuesday - Friday, 10 hours exclusive of a 1/2 hour unpaid lunch period each day. Lunch periods are to be taken and employees will not be allowed to work.
2. Scheduling - The Project Manager shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with the Project requirements, and the Project schedule.
3. Notice - Contractors shall provide not less than 5 days prior written notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

4. Saturday/Make-up Day - The Project Manager shall have the option of scheduling Saturday as a make-up day for any work missed during Monday-Friday.

Section 2. Overtime

Overtime pay for hours outside of the standard work week and workday, described in Section 1 above, shall be paid in accordance with the applicable Schedule A. There shall be no pyramiding of overtime pay under any circumstances. The Project Manager shall have the right to schedule work so as to minimize overtime.

Section 3. Shifts

1. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project Schedules and existing Project conditions. Shifts must have prior approval of the Project Manager, and must be scheduled with not less than five work days notice to the Local Union.
2. Shifts - Shifts shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate exclusive of a 1/2 hour unpaid lunch.
3. Flexible Starting Times - Shift starting times will be adjusted by the Project Manager as necessary to fulfill Project requirements subject to the notice requirements of paragraph.
4. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time.

Section 4. Holidays

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

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

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

2. No payment shall be made for holidays.



3. Exclusivity - No holidays other than those listed in Section 4-1 above shall be recognized or observed.

Section 5. Reporting Pay/Early Termination

1. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive no reporting pay.
2. When an employee, who has completed their scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with no minimum guarantee.
3. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Project Manager's invocation of Section 7 below, they shall be paid only for the actual time worked.
4. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payment of any kind.
5. There shall be no pay for time not actually worked except as specifically set forth in this Article.
6. Employees shall not be deemed to have reported to work until they pass through the gate designated by the Project Manager.

Section 6. Payment of Wages

1. Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by end of scheduled workday on Thursdays. In the event that the following Friday is a legal holiday, paychecks will shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions for gross wages.
2. Termination - Employees who are laid off shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

Section 7.      Emergency or Other Work Suspension

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

Section 8.      Injury/Disability

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

Section 9.      Time Keeping

A Contractor may utilize brassing or electronic time cards at the gate to check employees in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 10.    Meal Period

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3<sup>rd</sup> and 5<sup>th</sup> hour of the scheduled shift. A Contractor, with approval of Project Manager, may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee shall not be required or suffered to work through the meal period.

Section 11.    Break Periods

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual beverage containers will be permitted at the employee's work location. There will be no food or drink other than water allowed within the building area.

Section 12.    Other Work Rules

There will be no use of tobacco products within the building area. Designated smoking areas will be provided within the Project site for use during allowed ½ hour lunch break.



Violation of smoking restrictions, food restrictions or other designated Protocols established to maintain the cleanliness of the facility will result in dismissal from the job-site.

The Project Manager reserves the right to issue additional rules, including but not limited to, rules concerning installation of clean rooms. These rules will be explained at the pre-job conference/orientation (if then existing) and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

## ARTICLE XI

### **WAGE 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, straight time hourly wage rates applicable for the respective job classifications specified in the attached Schedule A. The term "straight time" in this Agreement shall mean the hourly wage rate applicable for each job classification, without any premium, "add-on", addition or shift differential.

Separate from Schedule A shall be a Wage and Benefit Rate Sheet. This Rate Sheet will contain the most current and complete information regarding Wage and Benefits.

#### Section 2. Employee Benefits

a) The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds and Industry Funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

b) However, Contractors who designate employees pursuant to Article 3, Section 2B, and who maintain bona fide private benefit plans which satisfy the requirements of the Internal Revenue Code, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans or by electing to pay the applicable jointly trusteed 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 supplement amount set forth at the Wage and Benefit Sheet referred in Section 1 of this Article 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 provided such employee was previously employed

by the Contractor and was a participant in a bona fide private benefit plan maintained by the Contractor and which satisfies the requirements of the Internal Revenue Code. .

c) The Contractor agrees to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit payments.

Section 3. Each contractor shall be responsible for and guarantee the payment of all required fringe benefits on the Project. Prior to the Project Manager issuing payment to a Contractor (on behalf of the Contractor or its subcontractor) for Project work, the Project Manager will notify the applicable union and any fund to which that Contractor or subcontractor is contributing that a payment will be issued that Contractor or subcontractor. Notification, which may be by fax, will provide that the fund has 48 hours from the time the fax is sent in which to advise the Project Manager of any current contribution delinquencies for that Contractor or subcontractor. If written notice of such a delinquency is received by the Project Manager within that 48-hour period, the Project Manager shall withhold from any funds due that Contractor the amount of that delinquency, up to the total amount due the Contractor and/or subcontractor, until any dispute regarding the delinquency has been resolved. The Owner and Project Manager shall have no other obligation with respect to contributions owed by any Contractor or subcontractor. If notice of a delinquency is not received by the Project Manager in response to such notice within the 48-hour period, the Owner/Project Manager shall have no obligation to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

## **ARTICLE XII**

### **APPRENTICES**

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. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Schedule A and as approved by the NYSDOL.

## **ARTICLE XIII**

### **DRUG AND ALCOHOL TESTING**

Section 1. Drug/Alcohol Testing -- Prior to performing work, all employees shall be subject to mandatory pre-work drug testing. Employees subject to drug/alcohol testing who pass the tests will receive two hours pay. No pay will be given to those testing positive for drugs/alcohol and they will not be permitted to work on the Project.



Section 2. In the discretion of the Project Manager or its duly retained consultant, random drug testing may be conducted during the term of the Project. The Project Manager may also require drug/alcohol testing of employees for cause when there is a reasonable suspicion of drug or alcohol use or employee involvement in an accident or documented unsafe act on the Project.

Section 3. This Article shall supersede any inconsistent provision in a local Union agreement.

Section 4. All drug/alcohol testing shall be conducted in conformity with the policy attached as Exhibit C.

#### **ARTICLE XIV**

### **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; 3) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 4) review and discuss other matters pertaining to the Project.

Section 2. Composition.

The Committee shall be comprised of three designees of the Capital Region Trades Council (all designees shall be local representatives) and the Project Manager and representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

#### **ARTICLE XV**

### **CHANGES TO AREA CONTRACTS**

Section 1. Changes to Area Contracts

Separate from Schedule A shall be a Wage and Benefit Rate Sheet. This Rate Sheet will contain the most current and complete information regarding Wages and Benefits.

- a) To the extent applicable to the Project, Schedule A to this Agreement shall continue in effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the PLA Administrator in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

Such changes, including changes in wage and benefit/supplement rates, shall only be effective to the extent consistent with this Agreement.

- b) It is agreed that any provisions negotiated into Schedule A will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work, other than this Project, normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.
  
- c) Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article VI of this Agreement.

Section 2. Labor Disputes During Area Contract Negotiations

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

**ARTICLE XVI**

**WORKERS' COMPENSATION ADR**

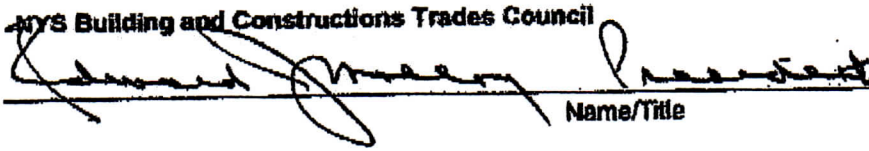
Section 1. The parties agree that the Project Manager may implement a Workers' Compensation Alternative Dispute Resolution program which is consistent with Section 25(2-C) of the New York Workers' Compensation Law. The final terms of the program shall be determined by the Project Manager, after consultation with the Union. If the Project Manager is not satisfied with the cost savings to be generated by such a program, it may, in its discretion, decline to implement, or at any time after implementation decline to continue, that program.



In witness whereof, the parties have cause this Agreement to be executed and effective as of the \_\_\_ day of \_\_\_\_\_, 2009.

**For the Building and Construction Trades:**


**NYS Building and Construction Trades Council**

By:   
Name/Title

**Greater Capital Region Building and Construction Trades Council**

By: \_\_\_\_\_  
Name/Title

**For the Local Unions:**

**Boilermakers Local #407** 

By: \_\_\_\_\_  
Name/Title

**International Union of Elevator Constructors Local #35**

By: \_\_\_\_\_  
Name/Title

**Floor Covering Local Union 42**

By: \_\_\_\_\_  
Name/Title

**International Association of Bridge, Structural and Ornamental Iron Workers Local #12**

By: \_\_\_\_\_  
Name/Title

**International Association of Heat and Frost Insulators and Asbestos Workers Local #40**

By: \_\_\_\_\_  
Name/Title

**International Brotherhood of Electrical Workers Local #236**

By: \_\_\_\_\_  
Name/Title

**International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local #294**

In witness whereof, the parties have cause this Agreement to be executed and effective as of the \_\_\_ day of \_\_\_\_\_, 2009.

**For the Building and Construction Trades:**

**NYS Building and Constructions Trades Council**

By: \_\_\_\_\_  
Name/Title

**Greater Capital Region Building and Construction Trades Council**

By: [Signature] President Robert J. Mantello  
Name/Title

**For the Local Unions:**

**Boilermakers Local #5**

By: ASS Business Manager Matthew LoPrest  
Name/Title

**International Union of Elevator Constructors Local #35**

By: [Signature] Business Manager Michael Morand  
Name/Title

**International Association of Bridge, Structural and Ornamental Iron Workers Local #12**

By: Business Manager GARRY M SIMMONS [Signature]  
Name/Title

**International Association of Heat and Frost Insulators and Asbestos Workers Local #40**

By: Jeffrey J Guyrup Business Manager Jeffrey J Guyrup  
Name/Title

**International Brotherhood of Electrical Workers Local #236**

By: DONALD W. RATH Business Manager Donald W. Rath  
Name/Title

**International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local #294**

By: Paul Engel Business Agent Paul Engel  
Name/Title



International Union of Bricklayers and Allied Craftworkers Local #2

By: [Signature] President Robert J. MAITELLO  
Name/Title

International Union of Painters & Allied Trades DC 9

By: [Signature] Business Representative Terrence Sage  
Name/Title

International Union of Operating Engineers Local #106

By: [Signature] Business Manager Robert J. Jones  
Name/Title

Laborers International Union of North America Local #157

By: [Signature] BUSINESS MANAGER THOMAS L. UMBARDINI  
Name/Title

Laborers International Union of North America Local #186

By: [Signature] Business Manager John R. Donoghue Jr.  
Name/Title



Laborers International Union of North America Local #190

By: \_\_\_\_\_  
Name/Title

Sheet Metal Workers' International Association Local #83

By: [Signature] President/Bus. Mgr. MARK B. LANDAU  
Name/Title

Sprinklerfitters Local 669

By: \_\_\_\_\_  
Name/Title

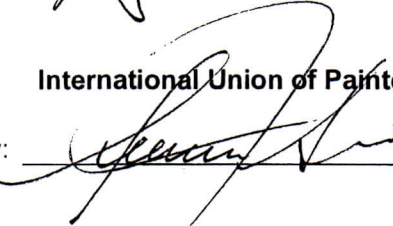
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry Local #7

By: \_\_\_\_\_  
Name/Title

**International Union of Bricklayers and Allied Craftworkers Local #2**

By:  President ROBERT J. MAUTILLO  
Name/Title


**International Union of Painters & Allied Trades DC 9**

By:  Business Representative Terrence Sage  
Name/Title

**International Union of Operating Engineers Local #106**

By:  Business Manager Robert J. Jones  
Name/Title

**Laborers International Union of North America Local #157**

By:  BUSINESS MANAGER THOMAS LOMBARDONI  
Name/Title

**Laborers International Union of North America Local #186**

By: \_\_\_\_\_  
Name/Title

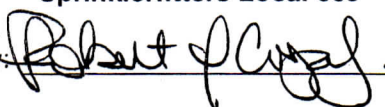
**Laborers International Union of North America Local #190**

By:  Business manager Anthony M. Fresina  
Name/Title

**Sheet Metal Workers' International Association Local #83**

By:  President/Bus. Mgr. MARK B. LANDAU  
Name/Title

**Sprinklerfitters Local 669**

By:  Business Agent Robert J. Cooper Jr.  
Name/Title

**United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry Local #7**

By: \_\_\_\_\_  
Name/Title



United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry Local #773

By: Larry S Bulmer - Business Manager LARRY S. Bulmer  
Name/Title

Empire State Regional Council of Carpenters Local #370, Millwrights Local #1163, and Floor Covering Local Union 42

By: William J. Weir Sr. - Senior Council Rep WILLIAM J. WEIR SR  
Name/Title

United Union of Roofers, Waterproofers and Allied Workers Local #241

By: David Fribourg - Bus Rep DAVID FRIBOURG  
Name/Title

For the Project Manager:

M+W Zander U.S. Operations, Inc.

By: Rick Whitney RICK WHITNEY PRESIDENT & CEO  
Name/Title

SUPPLEMENTAL AGREEMENT

Notwithstanding the provisions of Article XV of the Project Labor Agreement, it is agreed and understood by and among the signatory parties hereto that the total annual wage and benefit increase for electrical workers and sheet metal workers performing labor on the Project shall not exceed 4.6 percent annually. It is further agreed that if the renegotiated Schedule A -- Wage and Benefit Rate for electricians and sheet metal workers is less than 4.6 percent during the term of the Project, then the lower wage and benefit rate shall apply.

M+W Zander U.S. Operations, Inc.

By: \_\_\_\_\_  
Name/Title

International Brotherhood of Electrical  
Workers Local No. 236

By: Donald W. Rahn, Business Manager  
Name/Title

Sheet Metal Workers' International  
Association Local No. 83

By: Mark B. Landau, Pres./Bus. Mgr.  
Name/Title





United Brotherhood of Carpenters, Joiners, Waterproofer and Allied Workers Local #241  
By: David Fribourg Bas Rep David Fribourg  
Name/Title

For the Project Manager:

M+W Zander U.S. Operations, Inc.  
By: Rick Whitney Rick WHITNEY PRESIDENT & CEO  
Name/Title