



NEW YORK STATE

# OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

Resolution #546

## RESOLUTION APPROVING AND ADOPTING THE OLYMPIC AUTHORITY'S 2025/2026 BUDGET & 2024-2029 FINANCIAL PLAN

At a meeting of the Board of Directors of the Olympic Regional Development Authority (“Olympic Authority”) held on December 6, 2024, the Chair offered the following resolution:

**WHEREAS**, Pursuant to Part 203 of Title 2 the Official Compilation of Codes, Rules and Regulations of the State of New York (Department of Audit and Control), the Olympic Authority is required to annually prepare a budget and financial plan covering the current fiscal year and the revenue and expenditure projections for a minimum of three (3) subsequent fiscal years, in accordance with generally accepted accounting principles; and

**WHEREAS**, the requirements of Part 203 specify the budget and financial plan format, and the requirements for the budget and financial plan presentation; and

**WHEREAS**, the Olympic Authority has prepared a budget that meets the requirements of Part 203, and has carefully reviewed and projected the revenues to be received and expenses forecasted to be incurred over the five-year period of the financial plan for years 2024-2029; and

**WHEREAS**, pursuant to the requirements of Part 203, the Olympic Authority’s proposed budget and financial plan is required to be made publicly available for at least thirty (30) days prior to approval by the Board of Directors, and not less than sixty (60) days before the commencement of the ensuing fiscal year, with a minimum of forty-five (45) days of time provided for the public’s review; and

**WHEREAS**, the budget and financial plan is to be made available in at least five (5) convenient public locations and posted to the Olympic Authority’s website; and

**WHEREAS**, once approved by the Board of Directors, the budget and financial plan is to be accessible to the public not less than seven (7) days before the start of the next fiscal year, and must be submitted to the State Comptroller within seven (7) days of approval by the Board of Directors; and

**WHEREAS**, at a duly called meeting of the Executive Committee held on September 20, 2024, whose responsibility it is to recommend to the Board of Directors a financial budget reflecting anticipated operating and capital expenditures and operating receipts for the ensuing year, thoroughly reviewed and considered the Proposed 2025/2026 Budget & 2024-2029 Financial Plan and, based thereon, authorized publication of the Proposed 2025/2026 Budget & 2024-2029 Financial Plan in accordance with the requirements of Part 203, and recommended presentation to the Board of Directors for approval following the required time period of publication for public inspection; and

**WHEREAS**, annexed hereto and made a part hereof is the Olympic Authority’s Proposed 2025/2026 Budget & 2024-2029 Financial Plan, which has been available to the public in five (5) convenient public locations as well as on the Olympic Authority’s website since





NEW YORK STATE

**OLYMPIC REGIONAL  
DEVELOPMENT AUTHORITY**

*2025/2026 Budget &  
2024-2029 Financial Plan*

	Approved 2024/2025	Proposed 2025/2026	Projected 2026/2027	Projected 2027/2028	Projected 2028/2029
<b>Revenue &amp; Financial Sources</b>					
<b>Operating Revenues</b>					
Charges for Services	\$52,901,000	\$55,137,150	\$57,342,636	\$59,636,341	\$62,021,795
Rentals & Financing Income	\$4,385,500	\$4,776,795	\$4,967,867	\$5,166,581	\$5,373,245
Other Operating Revenues	\$9,147,250	\$11,905,805	\$12,382,037	\$12,877,319	\$13,392,411
<b>Non-Operating Revenues</b>					
Investment Earnings					
State Subsidies / Grants	\$13,940,000	\$13,940,000	\$13,940,000	\$13,940,000	\$13,940,000
Federal Subsidies / Grants					
Municipal Subsidies / Grants	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Public Authority Subsidies					
Other Non-Operating Revenues	\$917,575	\$954,125	\$954,125	\$954,125	\$954,125
<b>Proceeds from the Issuance of Debt</b>					
<b>Total Revenues &amp; Financing Sources</b>	\$81,791,325	\$87,213,875	\$90,086,665	\$93,074,367	\$96,181,576
<b>Expenditures</b>					
<b>Operating Expenditures</b>					
Salaries and Wages	\$37,494,910	\$37,924,537	\$39,062,273	\$40,234,142	\$41,441,166
Other Employee Benefits	\$18,524,866	\$16,767,532	\$17,438,233	\$18,135,762	\$18,861,193
Professional Services Contracts	\$219,500	\$374,420	\$385,653	\$397,222	\$409,139
Supplies and Materials	\$5,764,350	\$6,441,161	\$6,634,396	\$6,833,428	\$7,038,431
Other Operating Expenditures	\$20,021,250	\$25,706,224	\$26,477,411	\$27,271,733	\$28,089,885
<b>Non-Operating Expenditures</b>					
Payment of Principal on Bonds and Financing Arrangements					
Interest and other Financing Charges					
Subsidies to Other Public Authorities					
Capital Asset Outlay	\$82,500,000	\$155,300,000	\$121,500,000	\$77,000,000	\$70,000,000
Grants and Donations					
Other Non-Operating Expenditures					
<b>Total Expenditures</b>	\$164,524,876	\$242,513,875	\$211,497,966	\$169,872,288	\$165,839,814
<b>Capital Contributions</b>	\$82,500,000	\$155,300,000	\$121,500,000	\$77,000,000	\$70,000,000
<b>Excess (Deficiency) of Revenues and Capital Contributions Over Expenditures</b>	(\$233,551)	(\$0)	\$88,699	\$202,079	\$341,762

*\*Actual funding availability will be determined on an annual basis, subject to state budget process outcomes*

## **(a) Olympic Authority's Relationship with New York State Government**

New York State Olympic Regional Development Authority ("Olympic Authority") was created under Title 28 of the Public Authorities Law as a public benefit corporation on June 10, 1981, to operate, manage and maintain the Olympic facilities in and around Lake Placid, New York. The Olympic Authority assumed operation of the facilities at Whiteface Mountain Ski Center and Memorial Highway and the Mount Van Hoevenberg Recreation Area on October 4, 1982, under an agreement with the New York State Department of Environmental Conservation ("DEC"). The Olympic Authority assumed operation of the arena complex, the speed skating oval, and the Intervales Ski Jump complex on October 13, 1982, under agreement with the Town of North Elba, as trustee for the Town of North Elba Public Parks and Playground District. On April 1, 1984, the Olympic Authority entered into an agreement with DEC to operate, manage and maintain Gore Mountain Ski Center. On April 1, 2012, the Olympic Authority assumed management responsibility of Belleayre Ski Area in Highmount, New York. Belleayre was previously managed by DEC.

The Olympic Authority's operations are overseen by a Board of Directors ("Board"). The Olympic Authority's Board consists of the Commissioner of Environmental Conservation, the Commissioner of Empire State Development, the Commissioner of Parks, Recreation and Historic Preservation and nine members appointed by the Governor, by and with the advice and consent of the Senate. The Olympic Authority receives an annual operating appropriation from the general fund based on projected needs. Income of the Olympic Authority is exempt from taxation.

The Olympic Authority's legislative mandate is to:

1. Institute a comprehensive, coordinated program of activities utilizing the Olympic facilities in and around Lake Placid, Gore Mountain Ski Center in North Creek, and Belleayre Mountain Ski Center in Highmount, in order to ensure optimum year-round use and enjoyment of these facilities to the economic and social benefit of the regions and to minimize the financial burden on state and local government by maximizing revenue opportunities.
2. Improve the physical fitness and recreational education of the people of New York and the United States.
3. Develop, implement, and supervise a comprehensive, coordinated program for the management, promotion, and scheduling of a wide range of national and international athletic training and competitive opportunities that maximize the utilization of the Olympic facilities.
4. Develop, construct, operate, manage, and maintain facilities for the training and housing of amateur athletes in connection with the United States Olympic Committee's training center program and the Olympic Authority's conduct of national and international sports events.

## **(b) Budget Process**

The creation of the 2025/2026 operational budget is challenging, due to the uncertainties including, but not limited to, weather unpredictability, rising costs, and labor shortages.

During the summer of 2024 the Venue General Managers, the VP of Marketing, Communications, and Sponsorship, and the Olympic Authority's President & CEO along with the Director of Finance, reviewed past performance and analyzed upcoming initiatives to develop the budget, ensuring it aligns with the organization's mission.

Consideration was also made from input by relevant Olympic Authority staff as it related to projected payroll and payroll added costs based on current and projected staffing levels.

Generally, in October of each year, the Division of the Budget (“DOB”) issues a letter (the “call letter”) to the Olympic Authority’s President & CEO requesting the Olympic Authority’s budget submission for the upcoming fiscal year. The call letter specifies budget directives and the filing due date. As a public benefit corporation of the State, the Olympic Authority’s fiscal year aligns with the State and the data presented is in accordance with the guidelines provided by the DOB.

The Budget process will end with an appropriation request to the Director of the Budget on the prescribed date of the call letter and then upload the proposed 2025/2026 budget to the Public Authorities Reporting Information System at the end of the calendar year.

The Proposed 2025/2026 Budget and 2024-2029 Financial Plan relies on data and projections developed through the following timeframe:

- During July/August – develop preliminary budget forecasts, including revenue and expenses, preliminary operations and maintenance, and capital expense targets.
- During September – Review the Olympic Authority’s Proposed Budget and Financial Plan with the Executive Committee.
- During September/October – make the Olympic Authority’s Proposed Budget and Financial Plan available for public inspection at five convenient locations and on the Olympic Authority’s website.
- During November/December – seek authorization from the Olympic Authority’s Board of Directors to approve the Final Budget and Financial Plan; submit the information to the State Comptroller’s Office; and make the approved document available for public inspection at five convenient locations and on the Olympic Authority’s website.

**(c) Budget Assumptions**

**The Olympic Authority Revenue and Expenses**

The Olympic Authority generates approximately 80% of its revenue from its operations, with the other 20% coming from New York State operating appropriations combined with funds from the Town of North Elba. Operational revenue is extremely hard to forecast as so much of it is dependent upon the weather and economy.

The projected staffing level is determined by evaluating the employee headcount during the current fiscal year and forecasting future headcounts based upon anticipated organizational needs. Payroll added costs are also projected based on the headcount. The impact of the economy and the ever-changing minimum wage was taken into consideration.

The Budget has been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental entities. All revenues and expenses are recognized on the accrual basis.

**Investment Income**

Investment of the Olympic Authority’s funds is reviewed and approved annually by the Executive Committee & Board of Directors and administered in accordance with the Olympic Authority’s investment guidelines. These guidelines comply with the New York State Comptroller’s investment guidelines for public authorities and were adopted pursuant to Section 2925 of the New York Public Authorities Law.

(d) **Self-Assessment of Budgetary Risks**

Set forth below is a summary of certain risks associated with the Olympic Authority's assets and operations. The following discussion of risks is intended only as a partial list and does not purport to identify all the risk factors that may affect the Olympic Authority's assets and operations. Any one or more of the factors discussed and others could adversely affect the Olympic Authority's operations, assets, revenues and expenses to an extent that cannot be determined at this time.

- **Climate Change** – The Olympic Authority recognizes the effects that climate change has had and will continue to have on the Northeast's winter recreation and its core assets, the Olympic Authority has incorporated climate change into its decision-making at the operational, planning, and executive levels. Through its budget planning, the Olympic Authority has invested in high-efficiency snowmaking, hybrid maintenance equipment, dedicated solar arrays, modernized building systems, updated refrigeration for ice rinks, and electric car charging stations. The Olympic Authority has adapted some of its existing infrastructure and equipment to offer more year-round activities, maximize venue use, support regional tourism, and advance economic development efforts in surrounding areas.
- **Other Business Risks**
  - **Industry Transformation** – Through its strategic planning and risk management processes, the Olympic Authority regularly evaluates its mission, objectives, and customer needs and seeks to appropriately position the Olympic Authority to effectively meet the challenges of the transforming winter sport and tourism industry through implementation of initiatives such as long-term asset management strategy and a suite of customer solutions including new/modified facilities, technology, and product offerings.
  - **Workforce** – Like many other industries, the winter sport and tourism sector are realizing increased competition for, and a general shortage of, talent in high skilled areas. This trend is expected to continue and be further impacted by transformations in the industry where new technologies are being developed and deployed. The Olympic recognizes the uncertainty associated with attracting and retaining staff with the skills and competencies needed to meet stated objectives and regularly evaluates and positions its recruiting, talent development, and benefits programs accordingly.
  - **Physical and Cyber Security** – The Olympic Authority constantly assesses the nature of the physical and cyber security risks and adjusts its resources to best anticipate and respond to any threats. Investments to harden both physical and cyber assets and their related infrastructure are continually needed to minimize potential adverse impacts to protect the Olympic Authority and customer information.
  - **Catastrophic Natural Events** – A catastrophic natural event such as severe weather or flooding can negatively affect the operability of the Olympic Authority assets and facilities. The Olympic Authority regularly evaluates the resiliency of its assets and facilities. In addition, the Olympic Authority annually develops and implements disaster planning programs through its Emergency Management and Operations Plan. This plan is based on the specific, unique natural threats at each of its facilities. The Olympic Authority regularly conducts drills and exercises to ensure advance preparation for these types of events. The Olympic Authority maintains close working relationships with local first responders and government agencies to ensure its ongoing preparedness.
  - **Occupational Health and Workforce Safety** – The Olympic Authority and its employees are exposed to a variety of health and safety risks. The health and safety of the Olympic Authority's workforce, customers, and contractors is of the highest priority to the Olympic Authority. The Olympic Authority has put in place multiple levels of controls, policies, procedures, and training programs in support of reducing and/or eliminating health and safety incidents. To mitigate these

risks, the Olympic Authority works closely with the Department of Health and other local and county health departments to ensure its ongoing preparedness and responsiveness.

- **Litigation Risk** – Actions or claims against the Olympic Authority include those arising out of negligence, personal injury, breach of contract, employment, and other matters. Pursuant to Public Authorities Law § 2622 (4), all actions or claims against the Olympic Authority to recover damages for injuries to property or for personal injury arising out of the operation of its facilities located on State land is exclusive to the New York State Court of Claims. Payment of awards or judgments for such claims are made by the State of New York in accordance with section 20 of the Court of Claims Act. All other claims will, in the opinion of the Olympic Authority, and through representation by outside counsel hired by the Olympic Authority, be disposed of within the amounts of the Olympic Authority’s insurance coverage, where applicable, or the amount which the Olympic Authority has available therefore and without any material adverse effect on the business of the Olympic Authority.
- **Regulatory Risks** – Congressional and regulatory action for the increased regulation of air, water and contaminants is periodically considered, and there are potential legislative and regulatory proposals which may affect the Olympic Authority in the future. Currently, NYS Executive Order 22 (EO22) mandates that State Agencies implement a sustainability and decarbonization program, which includes Buying and Operating Green, Reducing Greenhouse Gas Emissions, and the BuildSmart 2025 program. The potential impact of these proposals and EO22 on the Olympic Authority’s operations is not presently predictable or quantifiable.

**(e) Revised Forecast of Current Year’s Budget**

Once the Operation Budget is approved it is not revised as the year progresses. During the year actual vs budget is constantly reviewed and analyzed.

The Capital Budget is frequently reviewed, and adjustments made as various projects transition from start to finish.

**(f) Reconciliation of Current Year’s Budget and Revised Forecast**

Once the Operation Budget is approved it is not revised as the year progresses. All actual revenue and expenses are reviewed to develop and modify upcoming budgets.

The Capital Budget is frequently reviewed, and adjustments made as various projects transition from start to finish.

(g) **Statement of Previous Year's Financial Performance**

	<b>Last Year Actual 2023/2024</b>	<b>Last Year Budget 2023/2024</b>	<b>Variance</b>
<b>Revenue &amp; Financial Sources</b>			
Operating Revenue			
Charges for services	\$49,908,881	\$43,538,230	\$6,370,651
Rental & Financing Income	\$4,151,305	\$3,675,834	\$475,471
Other Operating revenues	\$9,610,570	\$5,173,919	\$4,436,651
Non-Operating Revenues			
Investment earnings	\$1,019,376	\$1,000	\$1,018,376
State Subsidies/Grants	\$14,940,000	\$14,940,000	(\$0)
Federal Subsidies/Grants			
Municipal Subsidies/Grants	\$500,000	\$500,000	\$0
Public Authority Subsidies			
Other Non-Operating Revenues	\$908,007	\$1,036,280	(\$128,273)
Proceeds from the Issuance of Debt			
<b>Total Revenues &amp; Financing Sources</b>	<b>\$81,038,139</b>	<b>\$68,865,263</b>	<b>\$12,172,876</b>
<b>Expenditures</b>			
Operating Expenses			
Salaries and Wages	\$34,481,034	\$29,966,753	(\$4,514,281)
Other Employee Benefits	\$14,510,330	\$16,780,215	\$2,269,885
Professional Services Contracts	\$307,816	\$297,521	(\$10,295)
Supplies and Materials	\$6,121,123	\$4,393,491	(\$1,727,632)
Other Operating Expenditures	\$22,456,955	\$17,394,782	(\$5,062,173)
Non-Operating Expenditures			
Payment of Principal on Bonds			
Financing Arrangements			
Interest and Other Financing Charges			
Subsidies to Other Public Authorities			
Capital Asset Outlay	\$92,500	\$92,500	\$0
Grants and Donations			
Other Non-Operating Expenditures			
Total Expenditures	\$77,969,758	\$68,925,262	(\$9,044,496)
Capital contributions	\$92,500	\$92,500	\$0
Excess (Deficiency) of Revenue and Capital Contributions Over Expenditures	\$3,160,881	\$32,501	\$3,128,380

Despite the low snowfall in the northern area, the 2023/2024 fiscal year was a success. The Olympic Authority grew revenue, made smart investments in its facilities, developed new businesses opportunities, continued to invest in some short-term Treasury Bills and incurred no debt. Labor and supply chain shortages presented several

challenges to these successes. However, the excellence of the Olympic Authority staff made the organization’s accomplishments possible.

**(h) Employee Data – number of employees, full-time, FTEs and functional classification**

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Exec Mgmt	18	20	20	19	19
Mktg Sales	26	28	28	28	28
Finance	10	10	10	10	10
Other Admin	83	83	83	83	83
Venue Ops (projected)	480	485	490	490	490
	617	626	631	631	631

**(i) Gap-Closing Initiatives – revenue enhancements or cost-reduction initiatives**

The Olympic Authority continues to seek revenue streams that are favorable to the bottom line. The Olympic Authority continues to monitor operating expenses to manage cash outflows. The Olympic Authority has invested in a solar array for Whiteface Mountain and purchased the arrays dedicated to Gore Mountain, thereby producing clean electricity to the energy zones they are located in while offsetting the resorts’ use. The Olympic Authority has made a strong commitment to modernizing the snowmaking fleets with high-efficiency guns, system monitoring, motors with variable drives, and new energy-saving technologies. This means the Olympic Authority is making more snow in less time, using less energy. The Olympic Authority has invested in reloadable RFID technology and a robust e-commerce platform. This allows guests hassle-free ticketing in advance online, with no waste. The RFID media lasts for years, offering convenient direct-to-lift access winter after winter. New improvements at the facilities have allowed the Olympic Authority to expand year-round operations, thereby extending its revenue opportunities.

**(j) Material Non-Recurring Resources – source and amount**

There are no material non-recurring resources expected in the 2024-2029 period.

**(k) Shift in Material Resources**

There are no anticipated shifts in material resources from one year to another.

**(l) Debt Service**

The Olympic Authority does not issue debt.

During the fiscal year ended March 31, 2022, the Olympic Authority saw an improvement in cash flow and made it a priority to pay down its debt to zero. This will be a savings in future years of interest and finance charges. During the fiscal year ended March 31, 2024, the Olympic Authority continued to be debt free. Also, due to better cash flow the Olympic Authority was able to pay some large annual invoices in full, rather than in installments, again saving on interest and finance charges.

Below is the balance of outstanding debt currently and projected operational debt through March 31, 2029:

	Actual	Projected Balance				
	3/31/2024	3/31/2025	3/31/2026	3/31/2027	3/31/2028	3/31/2029
Key Bank \$7M Line of Credit	\$0	\$0	\$0	\$0	\$0	\$0

**(m) Capital Commitments and Sources Funding\***

The Olympic Authority’s plan for its Maintenance and Improvements of Existing Facilities is \$14.1M for year 2025/2026, \$14.7M for year 2026/2027, \$15.0M for 2027/2028, and \$18.3M for 2028/2029. These funds will target Health & Safety, Environmental Stewardship, Revenue Enhancement, Technology, efficiencies, and ongoing upkeep to infrastructure.

The Olympic Authority’s plan for its New Capital is currently \$141.2M in year 2025/2026, \$106.8M for year 2026/2027, \$62.0M for 2027/2028, and \$51.7M for 2028/2029. These funds will be invested in lifts, snowmaking, electrical & building infrastructure, year-round operational infrastructure and economic development opportunities.

***\*Actual funding availability will be determined on an annual basis, subject to state budget process outcomes.***

The Olympic Authority has grown significantly in recent years, both in its scope of operations and in the increased value of its assets. The last eight years of the Olympic Authority's total insured values are listed below, representing a 104% increase during that period. Proposed capital budgets are designed with an emphasis on the Olympic Authority’s current and future needs for proper maintenance of its infrastructure and the organization's continued evolution in technology, sustainability, and the guest and athlete experience.

<u>Fiscal Year</u>	<u>ORDA's Total Insured Value</u>
2016-2017	\$240,927,055
2017-2018	\$241,767,225
2018-2019	\$257,165,513
2019-2020	\$256,198,336
2020-2021	\$365,322,690
2021-2022	\$418,839,573
2022-2023	\$462,983,526
2023-2024	\$493,080,051



NEW YORK STATE

# OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

Resolution #547

**RESOLUTION COMMITTING CAPITAL AND GRANTING APPROVAL  
FOR THE PRESIDENT & CEO TO ENTER INTO AGREEMENTS FOR  
THE OLYMPIC AND PARALYMPIC TRAINING CENTER KITCHEN  
AND DINING IMPROVEMENTS PROJECT**

At a meeting of the Board of Directors of the Olympic Regional Development Authority (“Olympic Authority”) held on December 6, 2024, the Board Chair offered the following resolution:

**WHEREAS**, as part of the Olympic Authority’s continuing efforts to provide upgrades and improvements to the Olympic Authority facilities that are necessary to ensure the continued success of the Olympic Authority operations, the Olympic Authority proposes to enter into contracts for the materials, services, and work necessary to construct the Olympic and Paralympic Training Center Kitchen and Dining Improvements Project (the “Project”), consisting of the following:

- Professional services contract for Construction Administration Services;
- Professional services contract for Construction Management Services; and
- Construction contracts for general construction, HVAC, electrical, and plumbing and fire suppression work; and

**WHEREAS**, as a result, multiple contracts will be required to complete the Project, with the possibility of one or more contracts exceeding the amount of \$250,000.00; and

**WHEREAS**, proposals for Construction Administration Services for the Project have been solicited through a Request for Qualifications via the New York State Contract Reporter and the contract will be awarded in accordance with the provisions of Section 136-a of the State Finance Law, and proposals for Construction Management Services for the Project have been solicited through a Request for Qualifications via the New York State Contract Reporter and the contract will be awarded by means of Best Value; and

**WHEREAS**, proposals for the construction work for the Project have been solicited through design-bid-build Requests for Bids via the New York State Contract Reporter and the contracts will be awarded to the lowest responsible bidders; and

**WHEREAS**, this procurement will be carried out in accordance with the State Finance Law, Public Authorities Law, Economic Development Law, and the Olympic Authority’s Procurement Guidelines, and notice of all contract awards will be posted in the New York State Contract Reporter as applicable and required by the Economic Development Law; and

**WHEREAS**, the total anticipated cost of the Project is \$6.3 Million; and

**WHEREAS**, the President & CEO has requested that the Board commit the requisite capital for the Project; and

**WHEREAS**, pursuant to the Olympic Authority’s By-Laws, Art. VI § 2, which requires that the President & CEO obtain Board approval prior to entering into contracts, the value of which will be in excess of \$250,000.00 over the life of the contract, the President & CEO has requested authority

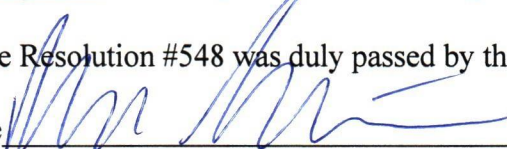




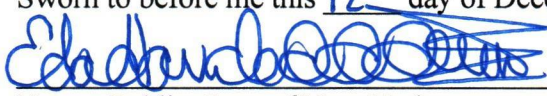
Betty Little \_\_\_\_\_  
Art Lussi \_\_\_\_\_  
Diane Munro \_\_\_\_\_  
Chris Pushkarsh \_\_\_\_\_  
Joe Zalewski \_\_\_\_\_  
Elinor Tatum \_\_\_\_\_  
\_\_\_\_\_

Renee Fitzgerald, Secretary to the Board, being duly sworn, deposes and says:

The above Resolution #548 was duly passed by the Board of Directors on December 6, 2024.

Signature  \_\_\_\_\_  
Title: Secretary to the Board of Directors

Sworn to before me this 12<sup>th</sup> day of December, 2024.

 \_\_\_\_\_  
Notary Public, State of New York

EDWARD KOWALEWSKI, JR.  
Notary Public, State of New York  
No. 02KO4982911 Franklin  
Qualified in Saratoga County  
Commission Expires June 10, 2027

**PROJECT LABOR AGREEMENT  
COVERING THE  
MT VAN HOEVENBERG SLIDING TRACK AND  
REFRIGERATION PLANT IMPROVEMENTS PROJECT**

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**PROJECT LABOR AGREEMENT**  
**COVERING THE**  
**MT VAN HOEVENBERG SLIDING TRACK AND REFRIGERATION PLANT**  
**IMPROVEMENTS PROJECT**

**ARTICLE 1 - PREAMBLE**

WHEREAS, The New York State Olympic Regional Development Authority (“Authority”), as manager and operator of Mt Van Hoevenberg, desires to provide for the efficient, safe, quality, and timely completion of the construction described herein for the Mt Van Hoevenberg Sliding Track and Refrigeration Plant Improvements Project in a manner designed to afford the lowest reasonable costs to the Authority, and the public it represents, and to thereby promote the mission of the Authority, and the advancement of other permissible statutory objectives; and

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

WHEREAS, Seeler’s Final Report Project Labor Agreement Benefits Analysis, dated November 21, 2024 (“Report”), concluded that use of a Project Labor Agreement would provide the Authority with measurable economic benefits and would promote the Authority’s interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

WHEREAS, the Authority has carefully reviewed and considered Seeler’s Report and has passed a duly authorized resolution on December 6, 2024 which finds, among other things, that the Authority’s interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, preventing the impact of delay, avoiding labor unrest, and gaining measurable management flexibility and benefits are best met by requiring a Project Labor Agreement and, therefore, directs that a Project Labor Agreement be made part of the Project; and

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

(1) providing a mechanism for achieving the most cost-efficient means of construction including direct labor cost savings;

(2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace across the entire jobsite for the duration of the covered work;

(3) standardizing the terms and conditions governing the employment of labor on covered work;

(4) permitting wide flexibility in work scheduling and shift hours and times;

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

(6) furthering public policy objectives as to improved employment opportunities in the construction industry for residents, minorities, women and the economically disadvantaged;

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

(8) expediting the construction process, enhancing the Authority's ability to keep existing facilities functional, and otherwise minimizing public inconveniences relating to that construction;

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

and, WHEREAS, the Parties desire to maximize safety conditions relating to the covered work;

NOW, THEREFORE, the Parties enter into this Agreement:

## **SECTION 1. PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") entered into by and between Gilbane Building Company as the Authority's Construction Manager for the Project and the Plattsburgh 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.

## **ARTICLE 2 - GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

Throughout this Agreement, the Union parties and the signatory Local Unions and Council 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 all covered contractors, and their subcontractors of whatever tier (including any Prime Contractors), engaged in on-site construction work within the scope of this Agreement as defined in Article 3;

Gilbane Building Company, or any successor, is referred to as the "Construction Manager" or "CM"; the Prime Contractors to be awarded work as part of the Project are referred to as "Prime Contractors" or "PC"; the New York State Olympic Regional Development Authority is referred to as the "Authority"; the Plattsburgh Building and Construction Trades Council, AFL-CIO is referred to as the "Plattsburgh Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project" and/or "Project Work"

Wherever in this Agreement the Construction Manager is authorized or permitted to take any action, that action may be taken by either the Construction Manager or their designees. Wherever in this Agreement the Authority is authorized or permitted to take any action, that action may be taken by the Authority or its designee, including the Construction Manager.

## **SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO and the New York State Building and Construction Trades Council, (2) signed by the Plattsburgh Building and Construction Trades Council and the Local Unions having jurisdiction over the Project Work; (3) accepted and authorized by the Authority, and (4) signed by the Construction Manager.

## **SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all signatory Unions, and their affiliates and all Contractors performing on-site Project Work as defined in Article 3. 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 bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. Covered Contractors shall execute the assent form attached to this Agreement as Schedule B. This Agreement shall be administered on behalf of the Authority by the Construction Manager.

## **SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with provisions of the local Collective Bargaining Agreements listed hereto as Schedule A, represents the complete understanding of all parties 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 that in the event a Contractor is signatory to the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors those agreements shall apply (except that notwithstanding the foregoing National Agreements, Articles 7, 9 and 10 of this Agreement shall still apply). Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a provision in 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 further understood that no Contractor shall be required to sign or deemed to be party to any other labor agreement (including the local Collective Bargaining Agreements comprising Schedule A) as a result of signing this Agreement or as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on Project Work unless endorsed in writing by the Construction Manager. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

### **SECTION 5. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager shall not be liable for any violations of this Agreement by any Contractor nor shall any Contractor be liable for any violations of this Agreement by any other Contractor; and the Plattsburgh Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

### **SECTION 6. THE AUTHORITY**

The Authority shall require in its bid specifications for all Project Work within the scope of Article 3 that any PC, and its subcontractors of whatever tier, become bound by this Agreement. Neither the Authority, nor the Construction Manager shall be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the discretion the Authority has in determining which PC shall be awarded any contract for Project Work (or which subcontractors of whatever tier can be awarded contracts by the PC for Project Work). It is further understood that the Authority has sole discretion at any time to terminate, delay or suspend, in whole or part, Project Work, or to undertake any of the work itself, without regard to this Agreement.

### **SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project Work (and its subcontractors) who becomes bound thereto, without regard to whether that successful bidder (or its subcontractors) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or its subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is not Project Work, as defined in Article 3, Section 1.

### **ARTICLE 3 - SCOPE OF THE AGREEMENT**

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

## SECTION 1. PROJECT WORK

Subject to the exclusions noted in this Article, this agreement shall only apply to that on-site work expressly designated by the Authority in its bid specification for the Mt Van Hoevenberg Sliding Track and Refrigeration Plant Improvements Project. The scope of the Project Work may be subject to change as this work progresses, or as circumstances change. Nevertheless, the parties understand that covered Project Work will generally be conducted in four bid packages and include the following:

- **Bid Package 1 – Refrigeration Plant General Construction** - includes all labor, equipment, and material purchases necessary to construct the new refrigeration plant. This includes all foundation work, electrical and mechanical components, process piping, tank installation along with general construction of the new plant building.
- **Bid Package 3 – Operations Building** - includes all general construction work such as foundation, framing, and interior/exterior finishes along with the associated plumbing, electrical, and mechanical work necessary to construct the new Operations Building.
- **Bid Package 4 – Start 1 and Start 3 Buildings** - includes all labor, equipment, and material necessary to construct the new Start 1 and Start 3 buildings. This will include all general construction work such as foundation, framing, and interior/exterior finishes along with the associated plumbing, electrical, and mechanical work
- **Bid Package 5 – Site Logistics, Early Works, & Pile Installation** - includes all labor, equipment, and materials necessary to install various site logistic items for construction of vehicle and personnel access and micro pile installation for the newly proposed track and curve roof section foundations.
- **Bid Package 6 – Site Utilities & Finishes** – includes all labor, equipment, and materials necessary to install new water, storm, and sewer utilities to the newly proposed buildings and tie into the existing utility sources and upgrades to landscape/softscape in the “heart” area of the sliding track
- **Bid Package 7 – Curve & Roof Structure** - includes all labor, equipment, and material necessary to install the new curve and roof structures. This includes foundations, and steel and glulam support members.
- **Bid Package 9 – Track Lighting Modifications** – includes all labor, equipment, and material necessary to modernize the existing light fixtures and install new light fixtures at the proposed roof structures.

To the extent there is any conflict between the above general description and the Authority’s express designation (or the absence of any designation) of work as Project Work, the Authority’s express designation (or absence of designation) shall be controlling and determinative of whether work is within the scope of this Agreement. Work not receiving the Authority’s designation as Project Work is not covered under this Agreement.

It is understood and agreed that two bid packages: **Bid Package 2 – Glulam Procurement**, a bid package involving the procurement and delivery of glulam beams to the site and **Bid**

**Package 8 – Track Repair & Improvements**, a bid package that includes all labor, equipment, and material necessary to resurface the existing track curves to improve the overall track geometry will be excluded from coverage by this PLA.

Further excluded from coverage under this Agreement is all work relating to the:

- Any bid or awarded prior to the execution of this Agreement by the parties,
- Fire Alarm Systems,
- Chairlift Installation Contract
- Event and Event Support Contracts,
- Any Food Service and or Contract Work,
- Audio-Visual/Electronics systems, including but not limited to:
  - Audio/Visual and Technology Systems Work and/or Contracts,
  - Timing Systems Work and/or Contracts,
  - Broadcasting Systems Work and/or Contracts,
  - Score Boards, Video Boards and Ribbon Board Systems.
  - Except contractors shall install any associated mounting hardware, brackets etc. and provide interconnecting cable and conduit as covered work.
- Maintenance and repair work performed in the normal course of operations at Mt Van Hoevenberg, and
- Any other work not designated Project Work.

## **SECTION 2. TIME LIMITATIONS**

This Agreement shall be limited to Project Work performed under Authority construction contracts which are both bid and awarded after the effective date of this Agreement. This Agreement shall terminate for any individual contract completed and finally accepted by the Authority.

## **SECTION 3. EXCLUDED EMPLOYEES**

The following entities and persons are not subject to the provisions of this Agreement, even though performing work on or in connection with 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. The Authority or any State agency, authority or entity, or any municipality or other public employer (and any of their employees), any operations contractor (or its employees), or any successor to it, employed by the Authority;

- c. With the exception of dedicated off-site work to which § 220 of New York’s Labor Law applies or delivery of aggregates as defined by § 220 of New York’s Labor Law (covered work) all entities (and their employees) engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of Project components, materials, equipment or machinery or involved in deliveries to and from the site of Project Work including concrete and/or redi-mix and, asphaltic materials, and waste materials ( including at the time of initial delivery the delivery to or from points designated by the Construction Manager within the site);
- d. Employees of the Construction Manager (unless they perform manual, on-site construction labor, in which case they (and the work they perform) will be covered by this Agreement);
- e. Furniture, fixtures (for this purpose, non-permanently affixed items) and/or equipment suppliers (and their employees) performing or assisting in on-site furniture, fixture, or equipment installation and/or on-site warranty work;
- f. Entities (and their employees) engaged in geophysical testing;
- g. Entities (and their employees) engaged in laboratory, specialty testing, inspections, or surveying pursuant to a professional services agreement between the Authority, the Construction Manager, or Authority’s 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 Authority, the Construction Manager, or any of the Authority’s other professional consultants, are covered by this Agreement);
- h. Third parties (and their employees) engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads;

**SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Authority, the Construction Manager, and/or any Contractor. The Agreement shall not apply to the Authority (except for Article 2, Section 6), the Construction Manager, or any state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Authority, or their operations contractors and/or employees or any Authority or state authority, agency or entity and its employees from performing on or off-site work related to the

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

## **ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1. PRE-HIRE RECOGNITION**

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of this Agreement as defined in Article 3. With respect to craft employees performing work which falls within the jurisdiction of a non-signatory union, the Council shall be the sole and exclusive bargaining representative for those employees (and throughout this Agreement references to “Local Union” shall include the Council acting in that capacity).

### **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 (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 (listed in Schedule A to this Agreement). The Unions shall, where possible, give preference to referral of local craft employees. Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union. In the event that a Local Union is unable to fill any request for qualified employees within a forty-eight (48) hour period after such requisition is made by the Contractor, the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

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

- (1) possess any license required by NYS law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;

- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have the ability to safely perform the basic functions of the applicable trade.

No more than 33.3 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 33.3 percent. If requested by the appropriate Union, a Contractor utilizing 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) - (4) above.

It is understood that the first two employees per Contractor by craft shall be obtained through the Local Unions' job referral system and hiring halls; the 3<sup>rd</sup> employee may be requested under the special provisions set forth above; and so on.

Notwithstanding the foregoing, a Contractor (including a subcontractor of any tier) who employs craft labor to perform work which falls within the craft jurisdiction of a non-signatory Union may obtain its workforce from any qualified source, including completely from its pre-existing workforce.

### **SECTION 3. NON-DISCRIMINATION IN REFERRALS**

The Local Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof. Seniority or other preferences will not be utilized to frustrate achievement of the goals set by the Authority's Development and Diversification Plan for Workforce and Business.

### **SECTION 4. CROSS AND QUALIFIED REFERRALS**

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

### **SECTION 5. UNION DUES**

Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however,

intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. No employee shall be discriminated against because of the employee's union membership or lack thereof.

Each Contractor shall be responsible for and guarantee the payment of all remittance to the appropriate Local Union of the applicable union dues payable by its employees working on the Project. The Local Unions and/or the Council shall notify the Contractor, the PC, and the CM within 48 hours whenever a Contractor or Subcontractor, including the PC, fails to make a required payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the Contractor within that 48-hour period, the Contractor shall notify the PC and the CM immediately, but, in any case, within 24 hours. If the CM or the PC receives notice of a delinquency, the Authority may and the PC shall withhold from any payment, based upon the work of the delinquent Contractor and/or Subcontractor, the amount of that delinquency, up to the total amount due until any dispute regarding the delinquency has been resolved. The PC shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor); but the PC shall continue to be obligated with respect to contributions based on work done by the PC. If notice of a delinquency is not received by the CM within the required time periods, the CM shall have no authority to recommend and the Authority shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

## **SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

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

## **ARTICLE 5 - UNION REPRESENTATION**

### **SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union signatory to this Agreement shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative affiliated with the Union and the Business Manager/Agent, who shall be afforded reasonable access to Project Work.

## **SECTION 2. STEWARDS**

(a) Each Local Union shall have the right to designate one working journeyman as a Steward and one alternate for each Contractor, and shall notify the Contractor and Construction Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-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.

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

## **SECTION 3. LAYOFF OF A STEWARD**

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

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

### **SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor, or Construction Manager) and/or joint working efforts with other employees shall be permitted or observed.

### **SECTION 2. MATERIALS, METHODS & EQUIPMENT**

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

installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. Except as provided in Article 3, Section 3, the on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site except as may be imposed by law.

## **ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO WORK STOPPAGES**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations or other disruptive activity at or in proximity to any site where Project Work is performed for any reason by any Union or employee against the Construction Manager, or any Contractor or employer while performing work at that site. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of any Authority, Construction Manager, or facility or function related to Project Work. 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 any site where Project Work is performed is a violation of this Article. There shall be no lockout in connection with Project Work by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction, the free flow of traffic in, out and around Project Work sites, and unimpeded operation of the Authority, Construction Manager, and facilities and functions for the duration of this Agreement.

### **SECTION 2. DISCHARGE FOR VIOLATION**

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

### **SECTION 3. NOTIFICATION**

If the Construction Manager, or a Contractor contends that any Union has violated this Article, it will notify the Plattsburgh Council, with copies of the notification to the Local Union, the Department and the NYS Council. The Plattsburgh Council, and the Department, and the NYS Council 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. If the Plattsburgh Council, the NYS Council and the Department comply with these obligations, they shall not be liable for the unauthorized acts of a Local Union or its members.

#### **SECTION 4. EXPEDITED ARBITRATION**

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

- a. A party invoking this procedure shall notify Jeffery Selchick or Ira Lobel who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 48 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International affiliate, the Department, the Plattsburgh Council, the Construction Manager, and PC.
- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, the Construction Manager, and the, PC, 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 required by Section 3, above.
- c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Construction Manager, PC, Contractor and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award.

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

- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

#### **SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

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

### **ARTICLE 8 - LABOR MANAGEMENT COMMITTEE**

#### **SECTION 1. SUBJECTS**

The 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) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review affirmative action, equal employment opportunity and hiring matters pertaining to the Project Work.

#### **SECTION 2. COMPOSITION**

The Committee shall be comprised of three designees of the Plattsburgh Council and the Construction Manager and two other designees of the Authority. Representatives of the PC(s) (or designee in each case), and representatives of the Local Unions and Contractors involved in the issues being discussed may participate at the Committee's request. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

## **ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

### **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 jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

**Step 1.** (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, 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 Construction 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 PC) 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 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.

#### **SECTION 4.**

(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 parties will use, on a rotating basis, Jeffery Selchick or Ira Lobel Rocco. If for any reasons none of the foregoing are available, the Construction Manager and Council 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 by the non-prevailing party (as designated by the Arbitrator).

(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 Construction Manager, PC and Authority 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.

#### **SECTION 5. LIMITATION AS TO RETROACTIVITY**

No arbitration decision or award may provide retroactivity of any kind prior to the date of service of the grievance under Step 1 or 28 days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union under Step 2, whichever period is shorter.

#### **ARTICLE 10 - 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 National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

## **SECTION 2.**

All jurisdictional disputes involving Project Work shall be settled according to the National Plan provided however, that disputes concerning intra-trade assignments (assignments between trades within the same International Union) shall be determined by the applicable International Union.

## **SECTION 3.**

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

## **SECTION 4.**

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

In conjunction with the pre-job conference, each Prime Contractor or subcontractor of any tier shall fill out the attached Proposed Trade Assignments form (Schedule C) to identify all subcontractors and indicating what trades will be used to perform the Project Work. This form shall be submitted to the Plattsburgh Council at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to the Proposed Trade Assignment of either the Prime Contractor or subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Prime Contractor or subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment. It is the expectation that the Proposed Trade Assignments form will be submitted at least three days ahead of the pre-job conference and any objections will be raised at that conference. If the Proposed Trade Assignment form is not submitted before the pre-job conference and/or the involved Local Union is not able to attend the conference, the Local Union will make known to the Prime Contractor and the Plattsburgh Council any objection as soon as possible, but not later than three days after receiving the form, so as not to delay the start of the work. 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 Prime Contractor or subcontractor with a copy to all affected Local Unions and the Construction Manager. The Prime Contractor or subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Plattsburgh Council, and all affected Local Unions, and the Construction Manager, 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 11 - WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

Subject to the provisions of this Agreement, 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 those classifications as required by the applicable New York State Labor Law Section 220 (“Section 220”) prevailing wage determination.

### **SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS**

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. To the extent a Schedule A contribution is less than the Section 220 amount, the difference between the Section 220 amount required to be paid and covered Schedule A benefit fund contributions shall be paid to the employee in cash. Under no circumstances is a Contractor required to pay benefits in an amount in excess of Section 220's requirements.

B. Notwithstanding Article 11 Section 2A, Contractors who designate employees pursuant to Article 4 Section 2B, may satisfy the above benefit obligation with respect to those employees by: (i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by including the full amount of such benefit in the employee's wages. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article and must be consistent with the requirements of Section 220, and any shortfall must be included in the employee's wages.

The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any contractor providing coverage to Article 4, Section 4.2B employees under private benefit plans will provide the Council with

documentation of benefit payments made to individual employees during the term of their employment on the Project.

C. Contractors who exercise the option under Article 11 Section 2B of this Article to pay into their own private benefit plans rather than the applicable jointly trusted funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trusted funds designated in Schedule A against any and all benefit/supplement claims by its employees.

D. Contractors who contribute to jointly trusted funds under this Section agree to be bound by the written terms of the legally-established jointly trusted 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. Any available collection efforts made by the jointly trusted Funds to whom contributions are required to be made are not restricted or limited by the grievance and arbitration provisions of this Agreement.

E. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits for Project Work and shall in a timely manner, at the request of the Authority or Local Unions, provide documentation required to determine if payment obligations are being met. The Local Unions and/or the Council shall notify the Authority, the Construction Manager, the PC and the delinquent Contractor or Subcontractor within 48 hours whenever a Contractor or Subcontractor fails to make a required benefit payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If proper notice of a delinquency is given, the Authority may place funds equivalent to the delinquency into escrow or otherwise withheld from any funds due the Contractor or Subcontractor, up to the total amount due, until the delinquency is resolved. The Authority shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor), but the Contractor shall continue to be obligated with respect to contributions based on work done by the Contractor. If proper notice of a delinquency is not received within the required time periods, the Authority shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

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

G. The contractors, the Council and the Local Unions recognize that the Mt Van Hoevenberg Sliding Track and Refrigeration Plant Improvements Project may qualify for certain energy related tax credits under Federal Regulation. To qualify for available credits the project must pay wage and benefit rates set by the US Department of Labor pursuant to the Davis Bacon Act. Further a certain number of hours for the project must be performed by qualified apprentices. The contractors, the Council and the Local Unions shall make every effort to assist

the Authority in optimizing credits obtained for the project through the referral process and applicable project documentation.

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

### **SECTION 1. WORK WEEK AND WORK DAY**

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

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

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

The parties understand that special scheduling needs, as determined by the Contractor with permission from the Construction Manager, may require Saturday and/or Sunday staffing with at least 48 hours advance notice to the affected Local Union.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. Starting and quitting times shall occur at the site as designated by the Contractor with permission from the Construction Manager.

C. Scheduling - The Contractor with permission of the Construction Manager shall have the option of scheduling either a five-day or four-day work week and work day hours consistent with Project Work requirements and scheduling, and minimization of inconvenience to the public and Olympic Center operations. When conditions beyond the control of the Contractor, such as weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may schedule Friday, (where on 4, 10's), or Saturday (where on 5, 8's), during that calendar week in which a workday was lost, at straight time pay, providing the employees involved have not otherwise worked more than 40 hours during that work week. In the event the employees involved have worked more than 40 hours during that work week they will receive time and one-half pay for the hours in excess of 40. Make-up days will be voluntary on an individual employee basis so long as the referral system or hiring hall are able to refer sufficient numbers of qualified employees to meet staffing needs.

D. Notice - Contractors shall provide not less than 5 working days prior notice to the Local Union involved (except when the Construction Manager determines that an unforeseen event warrants shorter notice) as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

## **SECTION 2. OVERTIME/PREMIUM PAY**

Unless provided differently in this Agreement, overtime and/or premium pay for hours outside of the standard work week and work day, described in Section 1 above, shall be paid in accordance with the applicable Schedule A, except that overtime/premium pay shall not exceed 1½ times the base rate for any hours worked Monday through Saturday. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 4 below.

## **SECTION 3. SHIFTS**

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

B. Second/or Third Shifts - The second shift (starting between 4:30 p.m. and 7:30 p.m.) and the third shift (starting after 7:30 p.m.) shall be paid the lesser of a shift differential of 5% (second shift) or 10% (third shift) or the differential provided in Schedule A (whichever is less), with no reduction in hours worked. Where a schedule consists of work on more than one shift during the workweek, the applicable shift differential will only apply to the actual hours of shift work.

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

D. Ten Hour Shifts - 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 except that based upon starting times, the second or third shift differentials set forth in paragraph B above shall apply to the work performed.

When working a scheduled six day work week (per Section 1 D, above), the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate (exclusive of an unpaid ½ hour meal period and regardless of the starting time) except that hours in excess of 40 in a work week shall be paid at time and one half.

## **SECTION 4. HOLIDAYS**

A. Schedule - There shall be 6 recognized unpaid holidays on the Project:  
New Year's Day      Labor Day

Thanksgiving Day      Memorial Day  
Christmas Day         Fourth of July

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 - There shall be no payment for holidays if not worked. Premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

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

#### **SECTION 5. REPORTING PAY**

A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work by a Contractor, for whatever reason, shall receive, in lieu of reporting or similar pay provided in Schedule A, the greater of an allowance for travel costs equal to two hour's pay. Employees who start work and work is terminated shall be paid for any hours actually worked, but in no case, shall be paid less than two (2) hours pay. The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate, unless overtime rates otherwise apply.

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

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

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

## **SECTION 6. PAYMENT OF WAGES**

A. 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 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks 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 from gross wages and the prevailing rate of wage for the employee's particular job classification, as required by Section 220 of the New York State Labor Law.

B. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

## **SECTION 7. EMERGENCY WORK SUSPENSION**

A Contractor may, if considered necessary for the protection of life, property, and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor 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 Project Work available for which the employee is qualified and able to perform.

## **SECTION 9. TIME KEEPING**

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check 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 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

## **SECTION 11. BREAK PERIODS**

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

## **ARTICLE 13 – APPRENTICES**

### **SECTION 1. RATIOS**

Recognizing the need to maintain continuing supportive projects designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities and women, 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 33% 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 Projects 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.

### **SECTION 3. ENERGY IMPROVEMENTS TAX CREDITS**

The Contractors and the Unions recognize that certain portions of the covered work may be eligible for federal energy tax credits under the Inflation Reduction Act and subsequent regulations if specific requirements for apprentice participation are met. The Contractors and Unions agree to cooperate, to the extent possible, with the Authority to maximize obtainable credits.

## **ARTICLE 14 – SUBCONTRACTING**

No Contractor or subcontractor will subcontract any Covered 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 Covered Work under the terms of this Agreement. Covered Work may be contracted/subcontracted to any Contractor or subcontractor who is or agrees to become party to this Agreement.

## **ARTICLE 15 - 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” Project to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship Projects 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 16 - SAFETY PROTECTION OF PERSON AND PROPERTY**

### **SECTION 1. SAFETY REQUIREMENTS**

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

## **SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and/or the Construction Manager. Such rules will be published and posted in conspicuous places throughout the work site

## **SECTION 3. INSPECTIONS**

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

## **ARTICLE 17 - NO DISCRIMINATION**

### **SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, union or non-union status, or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such Projects and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

### **SECTION 2. LANGUAGE OF AGREEMENT**

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

## **ARTICLE 18 - GENERAL TERMS**

### **SECTION 1. PROJECT RULES**

The Construction Manager and/or the Contractors shall establish from time to time such reasonable work rules (which may include pre-hire and post-hire drug testing rules) as are appropriate for the good order of the Project Work. These rules will be explained at the pre-job conference and posted at the site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

## **SECTION 2. TOOLS OF THE TRADE**

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

## **SECTION 3. SUPERVISION**

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

## **SECTION 4. TRAVEL ALLOWANCES**

Except as expressly set forth here, there shall be no payments for travel expenses, travel time, parking, subsistence allowance or other such reimbursements or special pay for any employee who resides within a 60 mile radius of the Project. Any employee who resides outside of a 60 mile radius will be paid a Per Diem covering all travel expenses, travel time, parking, lodging and subsistence allowance or other such reimbursements or special pay in an amount of \$125.00 per day.

## **SECTION 5. FULL WORK DAY**

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

## **ARTICLE 19 – COOPERATION**

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

## **ARTICLE 20 - 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 otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts already bid and awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

## **SECTION 2. THE BID SPECIFICATIONS**

In the event that the Authority's bid specification, or any other action taken by the Authority, requiring that the successful PC bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, then such specification or other action, and with it Article 2, Section 6, shall be rendered, temporarily or permanently, null and void. In such event, this Agreement shall remain in full force and effect to the extent allowed by law for contracts already bid and awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

## **SECTION 3. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Authority, Construction Manager, any Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other retroactive action will be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification issued unless those specifications have been enjoined or otherwise ruled unlawful, in which case the award, if any, shall be based on the specification as modified to meet any applicable court order.

## **SECTION 4. NON-WAIVER**

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

## **ARTICLE 21 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

A. To the extent applicable to the Project Work, 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 Construction Manager in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project Work, 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 Project Work than those uniformly required of contractors for construction work, other than Project Work, normally covered by

those agreements; nor shall any provision be recognized or applied to Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

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

## **SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

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

### **ARTICLE 22 - WORKERS' COMPENSATION ADR**

The parties agree that the Construction 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 Construction Manager, after consultation with the Union. If the Construction 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.

### **ARTICLE 23 – COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts when taken together shall constitute one and the same instrument. An electronic signature or e-mail transmission of a signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the \_\_\_ day of \_\_\_\_\_, 2024.

Gilbane Building Company, as Construction Manager

By: \_\_\_\_\_

FOR THE BUILDING & CONSTRUCTION TRADES

PLATTSBURGH BUILDING & CONSTRUCTION TRADES COUNCIL

BY: \_\_\_\_\_  
(Name/Title)

FOR THE LOCAL UNIONS

BOILERMAKERS' UNION DISTRICT 5

BY: \_\_\_\_\_  
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT, LOCAL NO. 2

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 291

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION, LOCAL NO. 910

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 9, GLAZIERS

BY: \_\_\_\_\_  
(Name/Title)

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

BY: \_\_\_\_\_  
(Name/Title)

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

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 1822

BY: \_\_\_\_\_  
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 158

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION, LOCAL 158

BY: \_\_\_\_\_  
(Name/Title)

CEMENT MASONS' LOCAL UNION NO. 111

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 9

BY: \_\_\_\_\_  
(Name/Title)

PLASTERERS & CEMENT MASONS UNION, LOCAL NO. 9

BY: \_\_\_\_\_  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING  
AND PIPEFITTING INDUSTRY, LOCAL NO. 773

BY: \_\_\_\_\_  
(Name/Title)

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

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL NO. 83

BY: \_\_\_\_\_  
(Name/Title)

SPRINKLER FITTERS, LOCAL 669

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS LOCAL NO. 687

BY: \_\_\_\_\_  
(Name/Title)

## **SCHEDULE A**

NORTHEASTERN STATES ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO January 1, 2022 – December 31, 2024

BRICKLAYERS & ALLIED CRAFTWORKERS BUILDING AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. CONSTRUCTION EMPLOYERS ASSOCIATION OF CNY, INC. and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO. 2, NY June 1, 2021 – May 31, 2026

BRICKLAYERS & ALLIED CRAFTWORKERS HEAVY & HIGHWAY AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. & CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC. and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO. 2, NY/VT June 1, 2021 – May 31, 2026

NORTHWEST REGIONAL AGREEMENT between THE ASSOCIATIONS and the NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA June 1, 2021 – May 31, 2026

MEMORANDUM OF AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2022 – April 30, 2025

AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2019 – April 30, 2022

MEMORANDUM OF AGREEMENT between CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION and CEMENT MASONS' LOCAL UNION NO. 111 May 15, 2021 – June 31, 2026

AGREEMENT between CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC. and the CEMENT MASONS' LOCAL UNION NO. 111 May 15, 2016 – May 14, 2021

INSIDE CONSTRUCTION AGREEMENT by and between NORTHERN NEW YORK CHAPTER OF THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL 910, IBEW April 1, 2023 – March 31, 2027

NATIONAL ELEVATOR BARGAINING ASSOCIATION AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2022 – July 8, 2027

GLAZIERS TRADE AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC and DISTRICT COUNCIL 9 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO May 1, 2024 – April 30, 2029

AGREEMENT between INSULATION CONTRACTORS and the INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL NUMBER 40 May 1, 2022 – April 30, 2025

WORKING AGREEMENT between THE IRON WORKERS UPSTATE LOCALS OF NEW YORK AND VICINITY, CONSISTING OF INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS LOCAL UNIONS NOS. 6, 9, 12, 33, 60 AND 440 and UPSTATE IRON WORKER EMPLOYERS ASSOCIATION, INC. July 1, 2024 – June 30, 2027

LABORERS BUILDING AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. & CONSTRUCTION EMPLOYERS ASSOCIATION OF CNY, INC. and LABORERS

INTERNATIONAL UNION OF NORTH AMERICA UPSTATE NY LABORERS DISTRICT COUNCIL LOCAL NO. 1822 June 1, 2020 – May 31, 2025

AGREEMENT between LABOR RELATIONS DIVISION CENTRAL NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE, LLC and LOCALS 633, 785, AND 1822 LABORERS' INTERNATIONAL UNION OF NORTH AMERICA April 1, 2022 – March 31, 2025

MILLWRIGHT AGREEMENT between THE NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS representing MILLWRIGHTS LOCAL UNION 1163 and the MILLWRIGHT CONTRACTORS, ASSOCIATION, INC. June 1, 2023 – May 31, 2026

OPERATING ENGINEERS BUILDING AGREEMENT between THE ASSOCIATIONS and LOCAL NO. 158 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS March 1, 2023 – February 28, 2026

AGREEMENT between LABOR RELATIONS DIVISION OF ALBANY REGION ROCHESTER REGION CENTRAL NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE, LLC and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 158 April 1, 2023 – March 31, 2026

UP-STATE NEW YORK TECHNICAL ENGINEERS AGREEMENT 2021-2026 between INDEPENDENT EMPLOYERS and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 17 & 158 April 1, 2021 – March 31, 2026

PAINTERS TRADE AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. and DISTRICT COUNCIL 9 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO May 1, 2021 – April 30, 2025

PLASTERERS & CEMENT MASONS UNION LOCAL #9 COLLECTIVE BARGAINING AGREEMENT April 1, 2023 – March 31, 2026

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATE AND CANADA ARTICLES OF AGREEMENT LOCAL UNION NO. 773 May 1, 2023 – April 30, 2026

2024 – 2028 AGREEMENT between ROOFERS LOCAL UNION NO. 241 ALBANY, NEW YORK UNITED UNION ROOFER, WATERPROOFERS AND ALLIED WORKERS and EASTERN CONTRACTORS ASSOCIATION, INC. ALBANY, NEW YORK June 1, 2024 – March 31, 2028

AGREEMENT between CAPITOL DISTRICT SHEET METAL AND AIR CONDITIONING CONTRACTORS, INC. and LOCAL UNION NO. 83 INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS' June 1, 2022 – May 31, 2025

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 April 1, 2016 – March 31, 2025

BUILDING AGREEMENT between EMPLOYER and TEAMSTERS LOCAL UNION NO. 687 June 1, 2024 – May 31, 2025

HEAVY AND HIGHWAY AGREEMENT between EMPLOYER and TEAMSTER LOCAL 687 June 1, 2024 – May 31, 2025

**SCHEDULE B**

Letter of Assent

This is to certify that the undersigned Contractor has examined a copy of the Project Labor Agreement negotiated with the Plattsburgh Building and Construction Trades Council, AFL-CIO and the signatory Unions for use on the Mt Van Hoevenberg Sliding Track Modernization Project (Project).

The undersigned Contractor 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, 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.

An electronic signature or e-mail transmission of a signature shall have the same force and effect as an original signature.

This Letter of Assent shall become effective and binding upon the undersigned Contractor and said Unions this \_\_\_\_ day of \_\_\_\_\_, 2024.

Name of Contractor:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE C**  
**PRE-JOB QUESTIONNAIRE**  
**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY**  
**MT VAN HOEVENBERG SLIDING TRACK MODERNIZATION PROJECT**  
**PROPOSED TRADE ASSIGNMENTS**  
**PRE-JOB CONFERENCE**

**TO:** Plattsburgh Building and Construction Trades Council

**CLIENT:** New York State Olympic Regional Development Authority (Authority)

**ADMINISTRATOR:** Gilbane Building Company  
Fax: (XXX) XXX-XXXX

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT#:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

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

**MEETING PLACE:** TBD  
(XXX) XXX-XXXX Office  
(XXX) XXX-XXXX Fax

**MEETING DATE:** \_\_\_\_\_

**RESPONSE DATE:** \_\_\_\_\_

**MEETING DATE:** \_\_\_\_\_

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

**1. SCOPE OF WORK:**

**2. ESTIMATED WORK SCHEDULE:**

**Approximate Commencement Date:** \_\_\_\_\_

**Approximate Completion Date:** \_\_\_\_\_

**3. ADDRESSES:**

**Job Location:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Company's Local Mailing Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Trust Fund Billing Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**4. CONTRACTOR PERSONNEL:**

**Project Manager:**

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Fax Telephone # \_\_\_\_\_

**Superintendent:**

Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_  
Fax Telephone # \_\_\_\_\_

**Safety Representative:**

Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_  
Fax Telephone # \_\_\_\_\_

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

Name of First Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

Name of Second Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

Name of Third Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

**5. WORKFORCE PROJECTIONS:**

**Workforce Objectives:**

CRAFT	PEAK No.	AVG No.	TOTAL HOURS	MINORITY HOURS	MINORITY %	FEMALE HOURS	FEMALE %
Asbestos Workers							
Boilermakers							
Bricklayers							
Carpenters							
• Carpenters							
• Pile Drivers							
• Millwrights							
Cement Masons							
Electrical Workers (Inside)							
Elevator Constructors							
Glaziers							
Insulators							
Ironworkers							
• Structural							
• Rebar							
Laborers							
Operating Engineers							
• Op. Engineers							
• Op. Engineers Technical							
Painters							
Pipefitters/Plumber							
Plasterers							
Roofers							
Sheetmetal Workers							
Sprinkler Fitters							
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 10, Section 4.

**Asbestos Workers:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Boilermakers:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bricklayers:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Carpenters:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**Cement Masons:** \_\_\_\_\_

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**Electrical Workers (Inside Wiremen):** \_\_\_\_\_

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**Electrical Workers (Outside Line):** \_\_\_\_\_

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**Elevator Constructors:** \_\_\_\_\_

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**Glaziers:** \_\_\_\_\_

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**Insulators:** \_\_\_\_\_

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**Ironworkers (Structural):** \_\_\_\_\_

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**Ironworkers (Rebar):** \_\_\_\_\_

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**Laborers:** \_\_\_\_\_

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**Millwrights:** \_\_\_\_\_

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**Operating Engineers:** \_\_\_\_\_

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**Painters:** \_\_\_\_\_

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**File Drivers:** \_\_\_\_\_

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**Asbestos Workers:** \_\_\_\_\_

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**Pipefitters/Plumbers:**

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**Plasterers:**

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**Roofers:**

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**Sheetmetal Workers:**

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**Sprinkler Fitters:**

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**Teamsters:**

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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 -- no listing of craft is necessary)

EQUIPMENT:

EQUIPMENT:

1. \_\_\_\_\_

4. \_\_\_\_\_

2. \_\_\_\_\_

5. \_\_\_\_\_

3. \_\_\_\_\_

6. \_\_\_\_\_.

**SCHEDULE D**

**SIDE LETTER OF AGREEMENT**

To the Project Labor Agreement, The Mt Van Hoevenberg Sliding Track Modernization Project

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement covering the Mt Van Hoevenberg Sliding Track Modernization Project("PLA"), entered into on the \_\_\_ day of \_\_\_\_\_, 2024, to the same extent as if incorporated therein.

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

Notwithstanding Article 4, Section 2 of the PLA, or any provision of that agreement, and to the full extent permitted by law, a Contractor may designate subcontractors, who have been identified in the Contractor's approved Minority/Women/Service Disabled Veteran Owned Business Enterprises (M/W/SDVOBE) Utilization Plan are exempt from the hiring hall referral procedure of Article 4, Section 2, and instead that subcontractor may use one of its existing employees first. Staffing beyond two employees shall then continue with one hiring hall referral then one of Contractor's staff until the requirements for that craft are met. For purposes of applying this exemption to individual subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the Contractor's approved Minority/Women s Business Utilization Plan. It shall be acknowledged that numerical goals to be attained in order to gain approved of any Contractor's M/W/SDVOBE Plan will vary from Bid Phase to Bid Phase and from contract to contract, however generic goals for the project are set at 25% for Women Owned, 5% for Minority Owned, and 6.5% for Service Disabled Veteran Owned businesses. Any exempt subcontractor has the option of using the hiring hall (with the 33.3% drag along) procedure of Article 4, Section 2for Covered Work.

Any disputes arising under this Side Letter of Agreement are subject to Article 7 (Work Stoppages and Lock Outs) and Article 9 (Grievance and Arbitration Procedure) of the PLA.

Agreed to this                    day of \_\_\_\_\_, 2024

Gilbane Building Company, as Construction Manager

By: \_\_\_\_\_

FOR THE BUILDING & CONSTRUCTION TRADES

PLATTSBURGH BUILDING & CONSTRUCTION TRADES COUNCIL

BY: \_\_\_\_\_  
(Name/Title)

FOR THE LOCAL UNIONS

BOILERMAKERS' UNION DISTRICT 5

BY: \_\_\_\_\_  
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT, LOCAL NO. 2

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 291

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION, LOCAL NO. 910

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 35

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 9, GLAZIERS

BY: \_\_\_\_\_  
(Name/Title)

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

BY: \_\_\_\_\_  
(Name/Title)

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

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 1822

BY: \_\_\_\_\_  
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 158

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING DIVISION, LOCAL 158

BY: \_\_\_\_\_  
(Name/Title)

CEMENT MASONS' LOCAL UNION NO. 111

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL  
NO. 9

BY: \_\_\_\_\_  
(Name/Title)

PLASTERERS & CEMENT MASONS UNION, LOCAL NO. 9

BY: \_\_\_\_\_  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING  
AND PIPEFITTING INDUSTRY, LOCAL NO. 773

BY: \_\_\_\_\_  
(Name/Title)

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

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL NO. 83

BY: \_\_\_\_\_  
(Name/Title)

SPRINKLER FITTERS, LOCAL 669

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS LOCAL NO. 687

BY: \_\_\_\_\_  
(Name/Title)