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AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Persons for all matters concerning this Request for Proposals are:

Shermaine Manifold, Contract Manager
Office of the Agency Chief Contracting Officer
Department of Health and Mental Hygiene
42-09 28th Street, CN-30A
Long Island City, NY 11101

Printed on paper containing 30% post-consumer material
SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: June 5, 2014

B. Questions
Questions about this Request for Proposals (“RFP”) may be asked at the Pre-Proposal Conference set forth in Section C below or in writing to Authorized Agency Contact Person’s Mailing Address or to the E-Mail Address listed below only. Please insert “QUESTION – BSL 3” in the subject line.

Question/Clarification Deadline:
(i) Date: June 23, 2014
(ii) Time: 5:00 p.m.
(iii) E-Mail Address: RFP@health.nyc.gov

Answers to all questions asked will be available on the Agency’s website at www.nyc.gov/health/contracting. A list of the questions and answers will also be sent to everyone who picked up or downloaded the RFP.

C. Pre-Proposal Conference:
- Date: June 16, 2014
- Time: 10:30 a.m. – 12:00 noon
- Location: 42-09 28th Street, Long Island City, New York. Room 14-31

Attendance by proposers is optional but recommended by the Department of Health and Mental Hygiene. For anyone wishing to attend, due to security restrictions at the Department’s headquarters, you must e-mail your intention to attend the Pre-Proposal Conference to the e-mail address set forth in Section 1.B above by June 12, 2014 at 3:00 p.m. Please make sure to state “ATTENDEE” in the subject line of the e-mail and include the names and titles of all of the attendees.

D. Proposal Due Date and Time and Location:
- Date: July 9, 2014
- Time: 2:00 p.m.
- Location: Office of the Agency Chief Contracting Officer
  Department of Health and Mental Hygiene
  42-09 28th Street, 17th floor
  Long Island City, NY 11101
  Attn: Jeannette Soto-Pacheco

DOHMH advises proposers to deliver proposals by hand. E-mailed or faxed proposals will not be accepted by the Agency.

Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City’s Procurement Policy Board Rules. The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to the RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

E. Anticipated Contract Start Date: January 1, 2015
SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The New York City Department of Health and Mental Hygiene “DOHMH” or “the Agency” is seeking an appropriately qualified vendor to perform documented inspection and validation services (“re-commissioning services”) and Vapor-Phase Hydrogen Peroxide decontamination and sterilization services (“VHP Services”) for DOHMH’s Bio-Safety Level 3 (“BSL-3”) facilities and All Hazards Receipt Facilities (“AHRF”). Federal regulations and prudent practices require annual documented inspection and validation of the BSL-3 and AHRF facilities to ensure that proper and regular maintenance is provided.

Re-commissioning Services for the BSL-3 facilities and AHRF occur every three years to ensure that all building systems perform interactively according to the design intent specification and the owner’s operation needs. Re-commissioning Services need to occur again in 2015 and 2018. The VHP Services are performed annually to ensure that all facilities are sterile and free of any contagions that may either adversely affect the health and safety of Agency employees working in these facilities or the integrity of any experiments or analysis conducted therein.

B. Public Health Laboratory

DOHMH maintains a suite of BSL-3 laboratories on the second floor of 455 1st Avenue, borough of Manhattan, which is the location of DOHMH’s Public Health Laboratory (“PHL”). The suite of BSL-3 laboratories is approximately 6,900 square feet in size.

The PHL also houses the DOHMH All Hazards Receipt Facility (AHRF). The AHRF has two mechanical rooms and an off-board emergency generator and is approximately 675 square feet in size.

Both facilities operate continuously on a 24/7 basis. Services will be provided at these or successor locations.

C. Anticipated Contract Term

It is anticipated the term of the contract awarded from this RFP will be for five (5) years and may include an option to renew for an additional two (2) years. The Department reserves the right, prior to contract award, to determine the length of the initial contract term and any renewal options.

D. Anticipated Maximum Available Funding

It is anticipated that the maximum available funding for the contract awarded from this RFP will be $1,125,000. Greater consideration will be given to proposers who propose more competitive prices in combination with a high quality program.

E. Anticipated Payment Structure

It is anticipated that the payment structure for the contract will be based on a combination of deliverables-based payments and reimbursement for repairs and maintenance under Phase 3 of the re-commissioning of the BSL-3 and AHRF, within a not-to-exceed contract amount.

Reimbursements for repairs and maintenance would be processed as follows:

For the BSL-3: DOHMH will include a $50,000 allowance to be paid based on documented and approved need for the BSL-3 repairs and modifications needed to correct deficient items found during testing performed under Phase 3 (see below). The contractor may add an administrative mark-up of 6%, which is included in the allowance for all subcontracted work. This line item may also be used at the discretion of DOHMH for services that will be performed on a time card basis. In such instance, the reimbursement rates shall be consistent with the
rates for associated titles on the Prevailing Wage Schedule that is in effect at the time work is performed. The work performed on the time card basis is not titled to the administrative markup. The total for all sub-contracted amounts and time card reimbursements is not to exceed the listed allowance. The allowance would only be paid for expenditures that were pre-approved by DOHMH.

For the AHRF: DOHMH will include a $15,000 allowance in this contract to be used for the sub-contracted AHRF repairs and modifications needed to correct deficient items found during testing performed under Phase 3. The contractor may add an administrative mark-up of 6%, which is included in the allowance for all subcontracted work. In such instance, the reimbursement rates shall be consistent with the rates for associated titles on the Prevailing Wage Schedule that is in effect at the time work is performed. This line item may also be used at the discretion of DOHMH for services that will be performed on a time card basis. The work performed on the Time card basis is not titled to the administrative markup. The total for all sub-contracted amounts and time card reimbursements is not to exceed the listed allowance. The allowance would only be paid for expenditures that were pre-approved by DOHMH.

The deliverables-based payments would be made upon satisfactory completion of specific phases of work. See Attachment B.

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SECTION III - SCOPE OF SERVICES

A. Department Goals and Objectives for this RFP

DOMH’s goals and objectives for this RFP are to secure a qualified contractor to: perform re-commissioning services for the BSL-3 labs and AHRF in 2015 and 2018; and to perform EPA-registered VHP Services annually at the BSL-3 labs and AHRF. Services would meet all applicable criteria established by the Centers for Disease Control (CDC) Requirements, National Institute of Health (NIH) Guidelines, American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE) Standards and other governing bodies.

B. Department Assumptions Regarding Contractor Approach:

1. Experience

The Contractor would have at least three years of experience in all of the following areas; greater consideration would be given to proposers with more than three years:

1.1. Successful relevant experience in providing re-commissioning and VHP Services for similar or larger BSL-3 and AHRF facilities, including experience in utilizing the NIH BSL-3 Certification Checklist.

1.2. Successful relevant experience in providing Air Balancing services which should include, but not be limited to: demonstrated knowledge and experience in the fundamentals of airflow, hydronic flow, refrigeration, and electricity and familiarity with all types of HVAC temperature controls and refrigeration systems. Proposer should also demonstrate skills in taking pressure, temperature, and flow measurements of BSL-3 laboratory grade HVAC systems.

1.3. Successful experience in BSL-3 laboratory bio-security and safety inspection, implementation and installation.

1.4. Successful experience in conducting repairs and upgrades to BSL-3 laboratories and AHRF type facilities in order to address findings from a re-commissioning report.

1.5. Successful experience in conducting VHP facility wide decontaminations for facilities that are similar or larger than the DOHMH PHL Facilities.

1.6. Successful relevant experience providing independent validation verification in determining compliance of the BSL-3 laboratories and AHRF as requested of applicable codes as guidelines, as they apply to engineering and containment

2. Organizational Capability

The Contractor would:

2.1. For re-commissioning, employ staff who are duly licensed as a Professional Engineers (“PE”) in New York State AND have either a current registration with the American Biological Safety Association (“ABSA”) as a Bio-Safety Professional (“RBP”) or current certification from the ABSA as a Certified Biological Safety Professional (“CBSP”).

2.2. For re-commissioning, have the capability to assign at least one staff member who has at least three (3) years of bio-security and safety experience.

2.3. For VHP, employ staff who have the qualifications specified in 2.1, above, and who also have documented proof of having received VHP® System Operator and Safety Training from the STERIS Corporation and also have successfully completed the Vaprox® US EPA Label Training and Certification Program.
2.4. For VHP, qwn or have ready access to either a VHP 1000ED Mobile System or a VHP ARD Mobile System for conducting the VHP Services. If proposing an alternate VHP delivery system, such a system must be approved in advance and in writing by the Agency.

3 Approach

The Department’s assumptions regarding which approach will most likely achieve the goals and objectives for BSL-3 labs and the AHRF are as follows:

3.1 GENERAL REQUIREMENTS FOR BOTH RE-COMMISSIONING SERVICES AND VHP SERVICES:

The Contractor would:

3.1.1 Determine, in accordance with a schedule set by DOHMH, the compliance of the BSL-3 labs and AHRF (“the facilities”) with all current applicable codes and guidelines, including codes and guidelines related to engineering and containment, including the latest editions of the NIH/CDC guidelines for Bio-safety in Microbiological and Biomedical Laboratories (“BMBL”) and the NIH BSL-3 Laboratory Certification Requirements. For reference, the selected vendor will have access to the original commissioning report for the BSL-3 Lab conducted by Kalen and Lemelson, dated March 7, 2005 (“K&L report”). The selected contractor would also determine the AHRF’s compliance with all current applicable codes and guidelines as defined but not limited to the AHRF’s original commissioning report by Hemisphere, dated March 10, 2009 (“Hemisphere Report”). The selected contractor’s determinations of compliance of the facilities with their respective reports would include, but not be limited to:

- testing, verification and validation that the design and operational parameters for each facility are still met;
- review and assess safety equipment and containment devices in the facilities and provide findings to DOHMH; and
- validation of performance under variety of operating conditions, including, but not limited to, routine operations, standby conditions or emergency circumstances.

3.1.2 Provide interim draft and final reports of all findings, recommendations and corrective actions with a letters of certification and compliance.

3.1.3 Conduct Air Balance testing of the covered facilities.

3.1.4 Designate a project manager who is authorized to speak and act on behalf of the Contractor.

3.1.5 If, in the opinion of DOHMH, the services are not satisfactorily performed for whatever reason, the Contractor would take steps necessary to perform the services satisfactorily, at no additional cost to the City.

3.1.6 Minimize any downtime of laboratory activities required to perform all testing, to the fullest extent possible, including providing all necessary technical staff to function at multiple locations concurrently and combine testing procedures where possible, as approved by DOHMH. The BSL-3 laboratories are in full operation on a 24/7 basis.

3.1.7 Review all DOHMH documentation pertaining to the facilities including, but not limited to, commissioning reports, standard operating procedures (“SOP’s”), and photographs (please note these documents are restricted and confidential and cannot be removed from the Facilities).
3.2 **SPECIFIC REQUIREMENTS FOR THE BSL-3 LABORATORIES**

For the re-commissioning services that will occur in 2015 and 2018 at the BSL-labs, the Contractor would:

3.2.1 Provide independent validation/verification and determine the compliance of the BSL-3 laboratory including associated anterooms, as per the design drawings at the PHL, (to be made available after award of contract) with all applicable codes and guidelines as they apply to engineering and containment;

3.2.2 Review the laboratory maintenance bio-safety SOP that relate to engineering systems and controls that must meet all applicable codes and regulations including, but not limited to, the following: Inspection Checklist for BSL-3 Laboratories from BMBL; Inspection Checklist for NIH BSL-3 Laboratories NIH Guidelines; ASHRAE Standards.

3.2.3 Retain a New York State licensed mechanical engineering firm to review the latest applicable requirements for the BSL-3 to meet the most recent BMBL guidelines as compared to the BMBL-4 guidelines; and provide written recommendations for any specific physical changes needed for our BSL-3 (based on review of as-built condition) to meet the most recent BMBL-guidelines.

3.2.4 Perform the re-commissioning in four phases as follows:

3.2.4.1 **Phase 1 - Pre-Re-commissioning**

The Contractor would complete the following pre-re-commissioning activities within 2 weeks and the DOHMH will issue a Notice to Proceed on the project.

a) Development of the re-commissioning management plan (“RMP”) showing all activities of all phases that the selected contractor would provide for the re-commissioning service. The RMP may be updated as conditions warrant.

b) Conduct a site analysis of the BSL-3 laboratory in order to determine the state of the laboratory (i.e. engineering controls, building and system integrity, etc.).

c) Review of prior re-commissioning and original commissioning report and deficiencies.

d) Review of existing SOPs and technical manuals as they pertain to engineering systems and containment.

e) Review of the Bio Safety Cabinet (BSC) certifications, (to be provided by DOHMH);

f) Review of High Efficiency Particulate Air (HEPA) certifications (to be provided by DOHMH);

g) Develop an HVAC system and electrical systems failure test consistent with the BSL-3 laboratory’s design parameters (“HVAC/Electrical Systems Test”). Such tests must be prior approved by DOHMH and shall be conducted only on a weekend day or week day and at the direction of DOHMH. Such tests shall include, at a minimum:

   i. Going from normal operations to emergency power;
   ii. Going from emergency power to normal operations;
   iii. Loss of power to air supply fans (individual and in combination);
iv. Loss of exhaust fans (individual and in combination);
v. Ensure that the Building Management System (‘BMS’) maintains operational set points during all scenarios and resets to normal operations;
vi. Upon reboot BMS retains operational set points.
vii. Verify operation of relays for uninterrupted power supply (“UPS”)
viii. Check there is UPS for the BMS
ix. Assess that UPS is operational

h) Develop a full management plan of the full building, to include all associated tasks and responsibilities to exercise the test in order to minimize disruption to program operations in the building. (See Phase 2, below.) The plan would include the test of the full building power shutdown at the BSL-3 lab related Automatic Transfer Switches (ATS). DOHMH will provide the contractor with direction as to whether the shutdown will be full building or affected ATSs only. This should be coordinated with DOHMH, and occur at time that is designated to minimize impact on the lab. The Contractor would provide estimated time of power shutdown.

i) Review space utilization relative to design and function of the spaces.

j) Examine the Personal Protective Equipment (PPE). Fit-up of all contractor staff with PHL staff for proper PPE training and fit-testing, coordinated and cleared by the DOHMH/PHL Office of Safety and Health as required and suggest recommended repairs to the DOHMH under Phase 3, below.

k) Complete the PHL Safety Training Module (required of all contractor staff)

l) Assess and comment on improving the security aspects of the BSL-3 space.

m) Review and comment on improving the Building Management System (BMS) Display Screens

n) Assess and comment on improving the maintenance records.

### 3.2.4.2 BSL-3 Phase 2 - Re-Commissioning

The Contractor would complete the following re-commissioning activities within two (2) weeks after the DOHMH approval of the completion of Phase 1:

a) Project Administration for all activities necessary to complete Phase 2.

b) A detailed Project Schedule for all work to be completed, in coordination with the work of the laboratory and facility personnel to minimize the impact of the work on the site.

c) Agency briefings on the status of the re-commissioning process, if requested by DOHMH.

d) Perform autoclave testing, and include autoclave testing results in the contractor’s recorded findings.

e) Consider Mechanical Design Documentation/Floor Plans (to be provided by DOHMH) in the re-commissioning process.

f) Check all of the following in detail and report findings:
i. Supply and exhaust air duct sealing
ii. HEPA housing integrity (Testing results will be performed and provided by DOHMH.)
iii. Supply / Exhaust air valves are working properly and controlled
iv. Variable Frequency Drives are working properly
v. Air handling unit AC-12 operation
vi. Air handling unit AC-1 operation
vii. Air handling unit AC-4 operation
viii. Lab door locks
ix. Hydronic piping performance
x. Ductwork decontamination/isolation dampers are working properly
xi. Humidifier is functional and maintains space humidity
xii. Exhaust fan air flow is maintained
xiii. Emergency lighting is working
xiv. Check that the BMS is providing all data for safe operation of the BSL-3 system.
xv. Room Envelope, Containment Boundaries and Surface finishes (walls, ceilings, floors, countertops, etc.)
xvi. Check that space pressure controls are operational and visual alarms are provided for each lab room
xvii. Security System
xviii. Lighting and Lighting Controls
xix. Re-heat Coils are working properly
xx. Validate Bioseal integrity
xxi. Pressure test all CO₂ lines
xxii. Air Balancing to be carried out by a NYS Licensed Professional Engineer (“Air Balancing Engineer”) who shall also submit their findings in an Air Balancing Report, which they must stamp and seal.
xxiii. Perform smoke test on BSCs to ensure unidirectional airflow across laminar flow zone
xxiv. Document proper functioning of BSC alarm systems
xxv. Bleaching Station, if any.
xxvi. Glove Box
xxviii. X-ray Machine, if any.
xxix. Proper function of panic room alarms
xxx. Eye wash stations

g) Test the air ventilation and exhaust fans to ensure proper air circulation.

h) Laboratory Integrated Tests: These tests are to be performed to determine the integrity of the various surfaces within the laboratory.

i) Directional Air Flow Testing - All Conditions

j) Emergency Power Testing, to be coordinated with DOHMH to include testing the 2000KW emergency generator load transfer in a general building power failure test or at the two individual automatic transfer switches that control the BSL-3 lab suite. DOHMH will determine which option to be followed during the re-commissioning. Power testing would be done on a week day or weekend at the discretion of the DOHMH. Contractor would provide an estimated time duration for shutdown.

k) Conduct the HVAC/Electrical Systems Test in accordance with the timeframes and requirements determined by DOHMH as set forth in Section 3.2.4.1(g), above.

l) Perform the following:
i. Air Flow Readings
Air flow readings shall be taken at each diffuser, exhaust register and hood. The readings shall be compared with the readings registered in the most recent prior re-commissioning report and with those shown on the revised as-built drawings. If any discrepancy occurs, the Phoenix valves need to be checked by a factory certified mechanic to be hired by the vendor, if required.

ii. Unidirectional Flow Test
A smoke test using smoke tubes shall be conducted to verify that the unidirectional flow is maintained. In addition, pressure differential measurements shall be conducted to check the accuracy of the wall-mounted pressure differential sensors. If measurements do not match the sensor readings, the Contractor shall arrange for factory recalibration.

iii. Supply and Exhaust Fans Test
Since the AC-12 is equipped with two supply fans (one is a standby) and the exhaust system is operated by two fans (one being a standby), the unidirectional flow must be tested with any fan combination (i.e., EF-1 with AG12A, EF-2 with AG12B, EF-2 with AG12A and EF-1 with AC-128).

iv. Operation of Isolation Dampers Test
Check operation of isolation dampers for room decontamination. The dampers are actuated by a wall mounted switch in “On” position. The damper should be open and air circulation should be sensed in the room. In Off position, the dampers shall close tight and no air flow should come in or out of the room.

v. Pressure Gauges Test
All pressure gauges showing pressure differential through filter banks need to be tested for their accuracy. If the readings are wrong, they should be replaced.

vi. Re-commissioning Debriefing Meeting and Interim Report
At the end of the re-commissioning phase, the air balancing contractor is to issue a report summarizing his findings. Prepare an interim report on the results, verifying that all testing is performed as necessary to establish that the conditions of the BSL-3 laboratory meet current relevant industry standards such as the BMBL-5 and NIH BSL-3 Guidelines. Contractor shall also provide a debriefing meeting at PHL with DOHMH to discuss findings.

3.2.4.3 BSL-3 Phase 3 – Repair of Deficient Items/Training
The Contractor would complete re-commissioning services within two (2) weeks after DOHMH approves the completion of Phase 2 and would verify the status of PHL and Operations and Maintenance staff training as it pertains to technical manuals and engineering systems; perform training as required based on its findings; and identify and provide any additional M/R training deemed appropriate.

3.2.4.4 BSL-3 Phase 4 – Final Re-commissioning Report
The Contractor would provide the following two (2) reports one (1) week after DOHMH approves the completion of Phase 3:

a. Final Report:
The Final Report shall contain the following:
1. Findings during Phase 2 and the steps taken by the contractor and DOHMH to ameliorate the found open items.
2. The findings in the Air Balancing Report from the Air Balancing Engineer for the BSL-3.
3. An assessment of the BSL-3’s compliance with the following:
   i. The original Commissioning Report
   iii. BMBL and other relevant CDC/NIH Guidelines
   iv. Compliance with PHL’s BSL-3 SOPs
   v. Compliance with the American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc. (ASHRAE) Standards
4. A certificate stating that the re-commissioning services have been successfully completed and that the facility is compliant with BMBL 5th Edition or the latest version and all other applicable drawings, codes, standards and guidelines

b. Annual Maintenance Report:
   A written list of items that require attention within the next three years of the re-commissioning effort, with a year by year breakdown of maintenance and repair items required at the end of their useful life span or that appear to be wearing out. This is to include all engineering controls, bio-seals, plant equipment.

3.3 **RE-COMMISSIONING THE ALL HAZARDS RECEIPT FACILITY (AHRF)**

In 2015 and 2018, the Contractor would:

3.3.1 Determine the compliance of the AHRF with all applicable codes and guidelines defined in the original Hemisphere Commissioning Report.

3.3.2 Review laboratory Maintenance and Bio-Safety Standard Operating Procedures (SOP) that relate to engineering systems and controls that must meet all applicable codes and regulations including, but not limited to, the following:

- Inspection Checklist for BSL-3 Laboratories (BMBL most recent Edition)
- Inspection Checklist for NIH BL3 Laboratories (NIH Guidelines)
- American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE) Standards

3.3.3 Retain a qualified licensed mechanical engineering firm to review the latest applicable requirements for the AHRF to meet the requirements of the new BMBL guidelines as needed. Provide written recommendations for any specific physical changes needed for our AHRF (based on review of as-built condition) to meet applicable BMBL-guidelines. This shall be issued in a separate report not to be included in the interim or final reports listed below.

3.3.4 Perform the re-commissioning in four phases as follows:

3.3.4.1 **AHRF Phase 1 - Pre-Re-commissioning**

The Contractor would complete the following re-re-commissioning activities in 2015 and 2018 within 2 weeks of the Notice to Proceed.
a) Development of a re-commissioning Management Plan showing all activities of all phases, to be approved by DOHMH before work is to begin. This plan would also be updated on a weekly basis or more frequent as conditions warrant.

b) Site Analysis

c) Review the original commissioning report and deficiencies identified.

d) Review existing Standard Operating Procedures (SOPs) and technical manuals as they pertain to engineering systems and containment.

e) Review BSC certifications (provided by DOHMH).

f) Full AHRF Emergency Power Test: The contractor would develop a full management plan to include all associated tasks and responsibilities to exercise the test in order to minimize disruption to program operations of the AHRF. See Phase 2, below. The plan would include the test of the full AHRF power shutdown.

g) Programming Review of how the spaces are used relative to design and function of the spaces

h) Review of Personal Protective Equipment (PPE) Fit-up of all contractor staff with PHL staff for proper PPE training and fit-testing, coordinated and cleared by the PHL Office of Safety and Health, as required.

i) Participate in PHL visitor’s safety training module for all contractor staff, as required.

j) Review security aspects of the BSL-3 space

k) Review engineering systems display monitors

l) Review maintenance records

### 3.3.4.2 AHRF Phase 2 - Re-Commissioning

The Contractor would complete the following re-commissioning activities within two (2) week after the DOHMH approval of the completion of Phase 1.

a) Project administration for all activities necessary to complete this phase.

b) A detailed Project Schedule for all work to be completed, in coordination with the work of the laboratory and facility personnel to minimize the impact of the work on the site.

c) Agency briefing as requested by DOHMH

d) Verify that all the testing is performed as necessary to establish that the conditions required by the AHRF industry standards as defined by BMBL or the latest version and current industry best practices have been met.

e) Emergency generator testing to be coordinated with an AHRF power failure test.

f) Full AHRF Emergency Power Test: The contractor would simulate a power failure by opening street power to the AHRF. The test would be carried out based on the plan
developed in Section 3.3.4.1(f), above. The contractor would monitor all lab and building systems along with the generator function during this test and report on it.

g) Comprehensive autoclave testing using biological indicators.

h) Mechanical Design/Documentation: The contractor would use these materials as a partial basis for the re-commissioning.

i) The Contractor would check all the following in detail:

i. Supply and exhaust air duct sealing
ii. HEPA housing integrity
iii. Supply / Exhaust air valves are working properly and controlled
iv. Variable Frequency Drives are working properly
v. Air handling unit BSL-2 operation
vi. Air handling unit BSL-3 operation
vii. Lab door locks
viii. Hydronic piping performance
ix. Ductwork decontamination/isolation dampers are working properly
x. Humidifier is functional and maintains space humidity
xi. Exhaust fan air flow is maintained
xii. Emergency lighting is working
xiii. Check the central panel is providing all data for safe operation of the BSL-2 and BSL-3 systems.
xiv. Room Envelopes, Containment Boundaries and Surface finishing (walls, ceilings, floors, countertops, etc.)
xv. Check space pressure controls are operational and visual alarms are provided for each lab room
xvi. Security System
xvii. Lighting and Lighting Control
xviii. Re-heat Coils are working properly
xix. Validate Bio-seal integrity
xx. Air Balancing to be carried out by an Air Balancing Engineer who shall also submit their findings in an Air Balancing Report, which they must stamp and seal.
xxi. Trailer blocking plan
xxii. Utility Connection & backflow preventer
xxiii. Compressed gas connections
xxiv. Waste water storage system
xxv. Standard Operating Plan
xxvi. Certify all HEPA and Carbon Filter systems
xxvii. Perform smoke test on BSCs to ensure unidirectional airflow across laminar flow zone
xxviii. Document proper functioning of BSC alarm systems
xxix. Bleaching Station
xxx. Glove Box
xxxi. Bio-Safety Cabinet
xxxii. X-ray Machine

j) carry out all individual tests and issue an interim report of findings.
k) Air system supply and exhaust testing.

l) Laboratory Integrated Tests: These tests are to be performed to determine the integrity of the various surfaces within the laboratory.

m) Directional air flow testing - all conditions.

3.3.4.3 AHRF Phase 3 Repair of Deficient Items

The Contractor would complete every three (3) years re-commissioning activities within two (2) weeks after the DOHMH approval of the completion of Phase 2. The contractor will also verify the status of PHL and Operations and Maintenance staff training as it pertains to technical manuals and engineering systems; perform training as required based on its findings. Identify and provide any additional Maintenance and Repair training deemed appropriate.

3.3.4.4 AHRF Phase 4 – Final Re-commissioning Report

The Contractor would submit the following two (2) reports within one (1) week after DOHMH approves the completion of Phase 3.

1. Final Report:

The Final Report shall contain the following:

a) Findings during Phase 2 and the steps taken by the contractor and DOHMH to ameliorate the found open items.

b) The findings in the Air Balancing Report from the Air Balancing Engineer for the BSL-3.

c) An assessment of the BSL-3’s compliance with the following:

i. the original Commissioning Report
ii. the Hemisphere Re-Commissioning Report (2011 ed.)
iii. BMBL and other relevant CDC/NIH Guidelines
iv. Compliance with PHL’s existing BSL-3 SOPs
v. Compliance with ASHRAE Standards

c) A certificate stating that the re-commissioning services have been successfully completed and that the facility is compliant with industry standards and all other applicable drawings, codes and guidelines.

2. Annual Maintenance Report

Provide a written list of items that require attention within the next three years of the re-commissioning effort, with a year by year breakdown of maintenance and repair items required at the end of their useful life span or that appear to be wearing out. This is to include all engineering controls, bio-seals, plant equipment.

3.4 EPA-REGISTERED VAPORIZED HYDROGEN PEROXIDE (VHP) BIO-DECONTAMINATION PROCESS

Every year, the Contractor would:

3.4.1 Provide a written plan for the project purpose, personnel notification, monitoring, perimeter safety and signage, emergency response, local official notification, sealing and securing space, material/equipment
compatibility, HVAC/facility control/isolation and capabilities, electrical requirements, VHP introduction, efficacy, aeration and safety planning. Where applicable the contractor may use a Fumigation Management Plan (FMP) prior to project initiation. This process overview may be modified as per facility/DOHMH requirements and specifications and the DOHMH may require a change in the placement and number of Bio-Indicators or fan location.

3.4.2 Utilizing STERIS EPA-registered VHP technology and consumables, perform the bio-decontamination process in the BSL and in the bio-decontamination process in the AHFR during the re-commissioning, if requested by the DOHMH. This process would only be done on a weekend day either Saturday or Sunday or any other time during the work week including off hours as requested by DOHMH.

3.4.3 During bio-decontamination, provide the materials, conduct site walkthroughs with the designated DOHMH staff to insure that site preparation, including placement of STERIS VHP generators, fans, monitors, chemical indicators and biological indicators, are ready to commence and DOHMH/site prerequisites have been met.

3.4.4 During post bio-decontamination, establish the bio-decontamination efficacy through concentration data, chemical indicators and biological indicators (Geobacillus Sterothermophilus, log 4-6 per project specifications) and placed throughout the area. The indicators used would be no less that (60) indicators and the final number of indicators will be determined by the DOHMH and contractor prior to finalization of the contract.

3.4.5 Provide a Final Report with documentation of all activities and results which would include, unless otherwise specified by DOHMH, the Bio Indicators (Bl) report and Certification of the Bio-Decontamination.

C. Department Assumptions Regarding Performance-Based Payment Structure

The Department’s assumptions regarding the performance-based payment structure that will most likely assure that the selected proposer will perform the work under the contract awarded from this RFP in a manner that is cost-effective for the Department and most likely to achieve the Department’s goals and objectives set out above is as follows:

1. The Contractor would be paid for each deliverable upon successful delivery, and for any pre-approved reimbursable expenses.
2. The Department may impose liquidated damages for late or inadequate delivery of work product. Liquidated damages schedule will be established prior to contract award.

D. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.
E. Whistleblower Protection Expansion Act Rider
Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment H, the Whistleblower Protection Expansion Act Rider, carefully.

F. Prevailing Wage Requirements
Any work within the scope of services of this contract involving construction trades will require compliance with NYS Labor Law 220 as to the construction trade work. Any work within the scope of services of this contract involving building service occupations will require compliance with NYS Labor Law 230 as to the building services work. The provisions of the NYC Living Wage Law [Admin Code 6-109] will apply to any work within the scope of services of this contract in any of the applicable areas of employment: day care services, food services, Head Start services, homecare services, services to persons with Cerebral Palsy, building services and temporary services. When federal funding is utilized for this contract any work involving construction trades would also be subject to the requirements of the US Davis- Bacon Act. When federal funding is utilized for this contract any work involving service occupations may be subject to the US McNamara-O’Hara Service Contract Act. See Appendix B for the Prevailing Wage Schedule that was in effect at the time of the release of this RFP. Visit the NYC Comptroller’s website for the most current Prevailing Wage Schedule: http://comptroller.nyc.gov/general-information/prevailing-wage/

G. Compliance with the Iran Divestment Act
Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is takings steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment G for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to http://www.ogs.ny.gov/About/regs/ida.asp for additional information concerning the list of entities.

H. Subcontractor Compliance Notice
The selected vendor will be required to utilize the City’s web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read Attachment I, the Subcontractor Compliance Notice, as it relates to competitive solicitations.
SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½” X 11” papers. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: http://www.epa.gov/cpg/products/printing.htm). Pages should be numbered. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. Proposal Format

1. Proposal Cover Letter

The Proposal Cover Letter form (Attachment A) transmits the proposer’s Proposal Package to the Agency. It should be completed, signed and dated by an authorized representative of the proposer.

2. Technical Proposal

The Technical Proposal is a clear, concise narrative which addresses the following:

A. Experience

- Describe the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III - Scope of Services of the RFP. Specifically address the following:

  1.1. Demonstrate the proposer’s successful relevant experience in providing Re-Commissioning and VHP Services for similar or larger BSL-3 laboratories and AHRF facilities, including experience in utilizing the NIH BSL-3 Certification Checklist.

  1.2. Demonstrate the proposer’s experience in providing Air Balancing services which should include, but not be limited to: demonstrated knowledge and experience in the fundamentals of airflow, hydronic flow, refrigeration, and electricity and familiarity with all types of HVAC temperature controls and refrigeration systems. Proposer should also demonstrate skills in taking pressure, temperature, and flow measurements of BSL-3 laboratory grade HVAC systems.

  1.3. Demonstrate the proposer’s experience providing independent validation verification in determining compliance of the BSL-3 laboratories and AHRF as requested of applicable codes as guidelines, as they apply to engineering and containment.

  1.4. Demonstrate the proposer’s experience in BSL-3 laboratory bio-security and safety inspection, implementation and installation.

  1.5. Demonstrate the proposer’s experience in conducting repairs and upgrades to BSL-3 laboratories and AHRF type facilities in order to address findings from a re-commissioning report.

  1.6. Demonstrate the proposer’s experience in conducting VHP facility wide decontaminations for facilities that are similar or larger than the Facilities.

In addition:

- Provide three (3) written reference letters for the proposer, and three (3) written references from each proposed subcontractor, from clients for whom the proposer/subcontractor has provided comparable services as those set forth herein. Such references must come from clients of the proposer /subcontractor...
within the past three (3) years, who can verify and attest to the quality of the proposer’s/subcontractor’s services. References from DOHMH are not acceptable for the purposes of this RFP.

- Attach for each key staff position a resume and licenses and certifications, and/or description of the qualifications that will be required. (In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project.)

B. Organizational Capability

Describe the organizational capability to perform the work described in Section III - Scope of Services of the RFP. Specifically address the following:

1. For Re-commissioning Services, describe and demonstrate that proposer employs staff who are duly licensed as Professional Engineers (“PEs”) in New York State AND have either a current registration with the American Biological Safety Association (“ABSA”) as a Registered Biosafety Professional (“RBPs”), or current certification from the ABSA as a Certified Biological Safety Professional (“CBSP”).

2. For Re-commissioning, describe and demonstrate that the proposer has the capability to assign at least one staff member who has bio-security and safety experience.

3. For VHP Services, describe and demonstrate that the proposer employs staff who have the qualifications for the Re-Commissioning Services described above in B.1., and have received VHP® System Operator and Safety Training from the STERIS Corporation and also have successfully completed the Vaprox® US EPA Label Training and Certification Program.

4. Demonstrate proof of ownership of (or ready access to) either a STERIS VHP 1000ED Mobile System or a STERIS VHP ARD Mobile System for conducting the VHP Services. If proposing an alternate VHP delivery system, provide documentation that the system is equivalent or superior to one of the STERIS VHP systems referenced above.

In addition:

- Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer’s organization.
- Attach a copy of the proposer’s latest audit report or certified financial statement, or a statement as to why no report or statement is available.
- Provide the names, capabilities statements, and proposed projects, for proposed subcontractors.

C. Proposed Approach

Describe in detail how the proposer will provide the work described in Section III of this RFP and demonstrate that the proposer’s proposed approach will fulfill the Department’s goals and objectives as outlined in Section III. Specifically address the following:

1. Describe and demonstrate the effectiveness of the proposer’s approach to performing the general requirements that apply to both re-commissioning services and VHP services, as described in Section III.B.(3.1), including the proposed approach to air balance testing of the facilities;

2. Describe and demonstrate the effectiveness of the proposer’s approach to performing each of the four phases of the re-commissioning of the BSL-3 labs, as described in Section III.B.(3.2), in 2015 and 2018.

3. Describe and demonstrate the effectiveness of the proposer’s approach to performing each of the four phases of AHRF re-commissioning, as described in Section III.B.(3.3), in 2015 and 2018.

4. Describe and demonstrate the effectiveness of the proposer’s approach to performing VHP bio-decontamination process as described in Section III.B.(3.4) on an annual basis.
5. Provide the names, capabilities statements, and proposed projects, for proposed subcontractors.

3. **Price Proposal**

Proposers are encouraged to propose innovative payment structures. The Agency reserves the right to select any payment structure that is in the City’s best interest.

All deliverables rates are to be calculated on an all-inclusive basis. Any cost necessary for the contractor to perform the work as delineated in this RFP such as commuting expenses, hotels fees, taxi, equipment, rentals, etc. are to be included in the deliverables pricing, and shall not be compensated separately.

Proposers should provide their proposed price for providing the work described in Section III of this RFP as follows:

1. The proposed fees per deliverable and per year and total offering price in the format prescribed in the Price Proposal forms attached as Attachment B;
2. A detailed explanation of how each of the deliverables was derived, including the estimated number of hours for the tasks and the associated work titles and hourly rates for work performed.

4. **Acknowledgment of Addenda**

The Acknowledgment of Addenda form (Attachment C) serves as the proposer’s acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I (D), above. The proposer should complete this form as instructed on the form.

[The remainder of this page left intentionally blank.]
D. Proposal Package Contents ("Checklist")

The Proposal Package should contain the following materials. Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Agency.

1. A sealed inner envelope labeled “Program Proposal,” containing one (1) original set and three (3) duplicate sets of the documents listed below in the following order:
   - Proposal Cover Letter Form (Attachment A)
   - Technical Proposal
     - Narrative
     - 3 Written References for the Proposer
     - 3 Written Reference for each proposed subcontractor
     - Resumes and Licenses and Certifications, and/or Descriptions of Qualifications, for Key Staff Positions
     - Organizational chart
     - Audit Report of Certified Financial Statement or a statement as to why no report or statement is available
     - Completed Acknowledgment of Addenda Form (Attachment C)

2. A separate sealed inner envelope containing a CD-ROM, DVD, USB drive, or zip disk containing an electronic copy of all hardcopy documents submitted in response to this RFP.

3. A separate sealed inner envelope labeled “Price Proposal” containing one (1) original set and three (3) duplicate sets of the Price Proposal.
   - Price Proposal Form (Attachment B)
   - Attachment containing an explanation of deliverables calculations

4. A separate sealed inner envelope labeled “Doing Business Data Form and Iran Contractor Compliance Form” containing
   - an original, completed Doing Business Data Form (Attachment D).
   - an original completed, signed and notarized Iran Contractor Compliance Form (Attachment G)

5. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:
   - The proposer’s name and address, the Title and PIN # of this RFP and the name and telephone number of the proposer’s Contact Person.
   - The name, title and address of the Authorized Agency Contact Person.
SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency’s Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, and/or request best and final offers as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best technical and price terms.

The Agency's evaluation committee will review and rate each technical proposal. The proposals will be ranked in order of highest to lowest technical score and the agency will establish a shortlist through a natural break in average technical scores. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best programmatic and price terms.

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience 50%
- Demonstrated level of organizational capability 10%
- Quality of proposed approach 40%

C. Basis for Contract Award

A contract award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in the RFP.

An award will be made to the proposer offering the best combination of average technical score and price. In the event that multiple proposers have the same average technical score, the proposer offering the lower price will be ranked higher.

Contract award shall be subject to the timely completion of contract negotiations between the Agency and any selected proposer and a determination of vendor responsibility.
SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

C. General Contract Provisions. Contracts shall be subject to New York City’s general contract provisions, in substantially the form that they appear in “Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services” or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency’s general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to the PPB Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency’s determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor’s performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the PPB Rules, it is the City’s policy to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. Vendex Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to $1 million) (above $1 million).
M. Charter Section 312(a) Certification. [IF APPLICABLE]:

☐ The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

☐ The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

☐ The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

(Commissioner) (Agency Chief Contracting Officer)  

Date

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!
-Submit a NYC-FMS Vendor Application - Call 212/857-1680

Message from New York City’s Department of Small Business Services

The Department of Small Business Services (SBS) offers One-on-One Technical Assistance to businesses that are interested in bidding on City contracts for the following goods and services: construction, construction related, standardized and architectural and engineering. If you plan on bidding on this or any other City contract, contact SBS to schedule an appointment. The Department of Small Business Services will meet with you to review your particular proposal or submission, and provide feedback and guidance to help you submit the best proposal possible.

To schedule One-on-One Technical Assistance, email techassist@sbs.nyc.gov and an SBS representative will contact you.
ATTACHMENT A
PROPOSAL COVER LETTER

RECOMMISSIONING SERVICES AND VAPOR-PHASE HYDROGEN PEROXIDE (“VHP”) BIO-DECONTAMINATION FOR
DOHMH’S BSL-3 LABORATORIES AND ALL HAZARDS RECEIPT FACILITY

PIN: 13BS000600R0X00

Proposer:

Program Name: ________________________________________________________________

Legal Name: ___________________________________ Tax ID #: ______________________

Program Address: ______________________________________________________________

Mailing Address: ______________________________________________________________

Proposer’s Contact Person:

Name: ___________________________ Title: ________________________________

Telephone: ________________________ Fax: ________________________________

Email: ______________________________

Is the proposal printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation? YES ☐ NO ☐

Proposer’s Authorized Representative:

Name:____________________________ Date:______________________________

Signature:________________________ Title:______________________________
### ATTACHMENT B
**PRICE PROPOSAL (page 1 of 2)**

**RECOMMISSIONING SERVICES AND VAPOR-PHASE HYDROGEN PEROXIDE (“VHP”) BIO-DECONTAMINATION FOR DOHMH’S BSL-3 LABORATORIES AND ALL HAZARDS RECEIPT FACILITY**

PIN: 13BS000600R0X00

Proposer’s Name: ________________________________________________

Instructions: Proposers are instructed to complete the price proposal form provided below. In addition, proposers must attach a detailed explanation of how each deliverable price was derived, including the estimated number of hours for the tasks, the associated work titles, and the hourly rates for the work performed.

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<tr>
<td>1. BSL-3: Phase 1 Pre-Re-commissioning</td>
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<td>2. BSL-3: Phase 2 Re-commissioning</td>
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<tr>
<td>3. BSL-3: Phase 3 Allowance for Repair Deficiencies*</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$100,000</td>
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<td>4. BSL-3: Phase 3 Training</td>
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<td>5. BSL-3: Phase 4 Final Re-commissioning Report</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>6. SUBTOTAL FOR BSL-3 RE-COMMISSIONING (sum of lines 1 – 5)</td>
<td>$__________ (2015 BSL-3 cost)</td>
<td>$__________ (2018 BSL-3 cost)</td>
<td>$__________ (A) (sum of 2015 and 2018 BSL-3 costs)</td>
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<td>7. AHRF: Phase 1 Pre-Re-commissioning</td>
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<td>8. AHRF: Phase 2 Re-commissioning</td>
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<td>9. AHRF: Phase 3 Allowance for Repair Deficiencies**</td>
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<td>$15,000</td>
<td>$30,000</td>
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<td>10. AHRF: Phase 3 Training</td>
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<td>11. AHRF: Phase 4 Final Re-commissioning Report</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
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<td>12. SUBTOTAL FOR AHRF RE-COMMISSIONING (sum of lines 7 – 11)</td>
<td>$__________ (2015 AHRF cost)</td>
<td>$__________ (2018 AHRF cost)</td>
<td>$__________ (B) (sum of 2015 and 2018 AHRF costs)</td>
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</table>
ATTACHMENT B
PRICE PROPOSAL (page 2 of 2)

RECOMMISSIONING SERVICES AND VAPOR-PHASE HYDROGEN PEROXIDE (“VHP”) BIO-DECONTAMINATION FOR DOHMH’S BSL-3 LABORATORIES AND ALL HAZARDS RECEIPT FACILITY
PIN: 13BS000600R0X00

Proposer’s Name: ________________________________

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<tr>
<td>13. VHP Bio-decontamination of the BSL-3 Laboratories</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$________________(C) (sum of annual costs for VHP/BSL-3)</td>
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<td>14. VHP Bio-decontamination of the AHRF</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$________________(D) (sum of annual costs for VHP/AHRF)</td>
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<tr>
<td>Total Proposed Price (A + B + C + D)</td>
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<td>$________________(A + B + C + D)</td>
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</tbody>
</table>

*Allowance for BSL-3 Labs Phase 3: As indicated in Section II.E of the RFP, DOHMH will include a $50,000 allowance to be paid on a unit rate used for the BSL-3 repairs and modifications needed to correct deficient items found during testing performed under Phase 3 (see below). The contractor may add an administrative mark-up of 6%, which is included in the allowance for all subcontracted work. This line item may also be used at the discretion of DOHMH for services that will be performed on a time card basis. In such instance, the reimbursement rates shall be consistent with the rates for associated titles on the Prevailing Wage Schedule that is in effect at the time work is performed. The work performed on the Time card basis is not titled to the administrative markup. The total for all sub-contracted amounts and time card reimbursements is not to exceed the listed allowance.  

**Allowance for AHRF Phase 3: As indicated in Section II.E. of the RFP, DOHMH will include a $15,000 allowance in this contract to be used for the sub-contracted AHRF repairs and modifications needed to correct deficient items found during testing performed under Phase 3. The contractor may add an administrative mark-up of 6%, which is included in the allowance for all subcontracted work. In such instance, the reimbursement rates shall be consistent with the rates for associated titles on the Prevailing Wage Schedule that is in effect at the time work is performed. This line item may also be used at the discretion of DOHMH for services that will be performed on a time card basis. The work performed on the Time card basis is not titled to the administrative markup. The total for all sub-contracted amounts and time card reimbursements is not to exceed the listed allowance.
ATTACHMENT C

ACKNOWLEDGEMENT OF ADDENDA

RECOMMISSIONING SERVICES AND VAPOR-PHASE HYDROGEN PEROXIDE (“VHP”) BIO-DECONTAMINATION FOR DOHMH’S BSL-3 LABORATORIES AND ALL HAZARDS RECEIPT FACILITY

PIN: 13BS000600R0X00

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I
Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated ____________________________, 201_
Addendum # 2, Dated ____________________________, 201_
Addendum # 3, Dated ____________________________, 201_
Addendum # 4, Dated ____________________________, 201_
Addendum # 5, Dated ____________________________, 201_
Addendum # 6, Dated ____________________________, 201_
Addendum # 7, Dated ____________________________, 201_
Addendum # 8, Dated ____________________________, 201_
Addendum # 9, Dated ____________________________, 201_
Addendum #10, Dated _______________________________, 201_

Part II
________ No Addendum was received in connection with this RFP.

Part III

Proposer's Name: ________________________________ Date: ________________

Signature of Authorized Representative: ________________________________
ATTACHMENT D
DOING BUSINESS DATA FORM
ATTACHMENT E – NOT APPLICABLE
ATTACHMENT F
IRAN CONTRACTOR COMPLIANCE

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.
BIDDER’S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER’S CERTIFICATION

☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: __________, New York
_______, 20____

________________________________________
SIGNATURE

________________________________________
PRINTED NAME

________________________________________
TITLE

Sworn to before me this
_____ day of_____, 20____

Notary Public

Dated:
ATTACHMENT G
WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

   (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

   (b) If any of Contractor’s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney’s fees.

   (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

      (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
      (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

   (d) For the purposes of this rider, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit,
failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(e) This rider is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.
NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of $100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblowing activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.
ATTACHMENT H
SUBCONTRACTOR TRACKING NOTICE

NOTICE TO BIDDERS

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor’s industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.
APPENDIX A
GENERAL PROVISIONS GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

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DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

D. "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" shall mean the Comptroller of the City of New York.

G. "Contractor" shall mean the entity entering into this Agreement with the Department.

H. "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" shall mean the City agency that has entered into this Agreement.

J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

REPRESENTATIONS AND WARRANTIES

Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.
Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS

D. Except as provided in Paragraph E below, the Contractor’s employees and members of their immediate families, as defined in Paragraph F below, may not serve on the Board of Directors of the Contractor (“Board”), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

E. If the Board has more than five (5) members, then Contractor’s employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor’s employees and members of their immediate families are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor’s employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

F. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person’s relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars ($1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor’s total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:
1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor’s Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Political Activity

The Contractor’s provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor’s provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.


As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars ($50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.
ASSIGNMENT AND SUBCONTRACTING

Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee’s VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor’s employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars ($5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars ($5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars ($5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor’s VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-Five Thousand Dollars ($25,000), the Department’s approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department’s receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department’s acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:
1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Department’s approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

LABOR PROVISIONS

Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers’ Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers’ Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically
stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

**Removal of Individuals Performing Work**

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days’ written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner’s determination.

**Minimum Wage**

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

**Non-Discrimination: New York State Labor Law § 220-e**

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars ($50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

**Non-Discrimination: Admin. Code § 6-108**

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the
manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars ($100) or by imprisonment for not more than thirty (30) Days, or both.

**Non-Discrimination: E.O. 50 -- Equal Employment Opportunity**

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners’, partners’ or shareholders’ race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or

2. Suspension or termination of the Agreement; and/or

3. Declaring the Contractor in default; and/or

4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.
D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.
B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department’s designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;
2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party’s good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.
2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.
D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

COPYRIGHTS,
PATENTS, INVENTIONS, AND ANTITRUST

Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use
and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

INSURANCE

Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

Professional Liability Insurance

A. At the Department’s direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars ($1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under
this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars ($1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Workers’ Compensation, Disability Benefits, and Employer’s Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers’ Compensation Insurance, Disability Benefits Insurance, and Employer’s Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / “VII” or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City’s limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
Proof of Insurance

A. For Workers’ Compensation Insurance, Disability Benefits Insurance, and Employer’s Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers’ compensation coverage.

1. C-105.2 Certificate of Workers’ Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers’ Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers’ Compensation Board; or
5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers’ Compensation Insurance, Disability Benefits Insurance, Employer’s Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor’s general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed “Certification by Broker” in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner of the New York City Department of Health and Mental Hygiene, Gotham Center, 42-09 28th Street, Queens, New York 11101, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor’s employees was injured). Such notice shall expressly specify that “this notice is being given on behalf of the City of New York as Additional Insured” and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the City.
B. The Contractor’s failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

PROTECTION OF PERSONS AND PROPERTY
AND INDEMNIFICATION

Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor’s and/or its subcontractors’ operations under this Agreement.

Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement’s scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.
**Indemnification Obligations Not Limited By Insurance Obligation**

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor’s obligations to obtain and maintain insurance as provided in this Agreement.

**Actions By or Against Third Parties**

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

**Withholding of Payments**

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

**No Third Party Rights**

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

**CONTRACT CHANGES**

**Contract Changes**

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

**Changes Through Fault of Contractor**

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.
TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor’s suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
   a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
   b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
   c. a criminal violation of any state or federal antitrust law;
   d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
   e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
   f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under
the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

**Force Majeure**

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

**Procedures for Termination**

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;
3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;
4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and
5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.
Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor’s breach of the Agreement, and the City may withhold payment to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.
C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars ($25,000) and above.

CLAIMS

Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys’ fees incurred by the City in removing the action to a proper court consistent with this Section.

Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor’s work to the Agreement, and the acceptability and quality of the Contractor’s work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the
subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head’s ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head’s decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board (“CDRB”) pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller’s receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings (“OATH”) or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB’s functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer (“CCPO”) or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller’s Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH’s offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH’s offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.
3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency’s case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB’s decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB’s decision.

6. Finality of CDRB Decision. The CDRB’s decision shall be final and binding on all parties. Any party may seek review of the CDRB’s decision solely in the form of a challenge, filed within four months of the date of the CDRB’s decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB’s decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

No Claim Against Officers, Agents or Employees

No claim shall be made by the Contractor against any officer, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent
jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

**No Waiver**

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

**APPLICABLE LAWS**

**PPB Rules**

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

**All Legal Provisions Deemed Included**

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

**Severability / Unlawful Provisions Deemed Stricken**

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

**Compliance With Laws**

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

**Americans with Disabilities Act (ADA)**

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor’s compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor’s failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.
Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department’s request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section, the word “Contractor” shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. Assistance in Completing Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.
2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. Required Statements. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor’s or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor’s employees shall not:
   a. seek to influence an applicant’s political preference or party designation;
   b. display any political preference or party allegiance;
   c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or
   d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

**Participation in an International Boycott**

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.
MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of $250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. “Contractors” to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor’s contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter “pamphlet”), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City...
agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 (“E.O. 150”), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency’s plans developed pursuant to E.O. 150.

MISCELLANEOUS PROVISIONS

Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at
any time by an instrument in writing executed and acknowledged by the party making such change and delivered to
the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall
be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii)
delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or
(iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail,
deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed,
postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of
notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil
Practice Law and Rules.
APPENDIX B

220, 220A, 230 PREVAILING WAGE SCHEDULES
LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller’s Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer’s prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.
Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller’s Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement (“PLA”) in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA’s pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor’s Office of Contract Services (MOCS) web page at http://www.nyc.gov/html/mocs/html/vendors/pla.shtml.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project’s pre-negotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
2) Supplement the employee’s hourly wage by an amount no less than the prevailing supplemental benefits rate; or
3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law
List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. CARPENTER - BUILDING COMMERCIAL
4. CEMENT & CONCRETE WORKER
5. CORE DRILLER
6. ELECTRICIAN
7. FLOOR COVERER
8. HEAT AND FROST INSULATOR
9. HOUSE WRECKER
10. IRON WORKER - ORNAMENTAL
11. IRON WORKER - STRUCTURAL
12. MARBLE MECHANIC
13. MASON TENDER
14. MASON TENDER (INTERIOR DEMOLITION WORKER)
15. MOSAIC MECHANIC
16. PAINTER - STRUCTURAL STEEL
17. PLASTERER
18. PLASTERER - TENDER
19. PLUMBER
20. PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
21. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
22. PLUMBER: PUMP & TANK
23. ROOFER
24. STEAMFITTER
25. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
26. STONE MASON - SETTER
27. TILE FINISHER
28. TILE LAYER - SETTER
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ASBESTOS HANDLER
(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $35.90
Supplemental Benefit Rate per Hour: $15.05

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $36.00
Supplemental Benefit Rate per Hour: $15.45

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $44.40
Supplemental Benefit Rate per Hour: $38.44

Blaster (Hydraulic)
Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $40.04
Supplemental Benefit Rate per Hour: $38.44

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.30
Supplemental Benefit Rate per Hour: $38.44

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.32
Supplemental Benefit Rate per Hour: $38.44

Blaster - Powder Carriers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $34.66
Supplemental Benefit Rate per Hour: $38.44

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.46
Supplemental Benefit Rate per Hour: $38.44

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $32.75
Supplemental Benefit Rate per Hour: $38.44

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $19.76
Supplemental Benefit Rate per Hour: $38.44
Overtime Description
Magazine Keepers:
Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:
Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime
Double time the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $49.47
Supplemental Benefit Rate per Hour: $39.78
Supplemental Note: For time and one half overtime - $59.08; For double overtime - $78.37.

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $50.45
Supplemental Benefit Rate per Hour: $41.31
Supplemental Note: For time and one half overtime - $61.37; For double overtime - $81.43.

Overtime Description
For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President's Day
Memorial Day
Independence Day
Columbus Day
Election Day
Veteran’s Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year’s Day

Shift Rates
When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents ($0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents ($0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer
Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $46.44
Supplemental Benefit Rate per Hour: $27.53

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $47.78
Supplemental Benefit Rate per Hour: $28.03

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $48.08
Supplemental Benefit Rate per Hour: $41.10

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $48.88
Supplemental Benefit Rate per Hour: $42.70

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work
Effective Period: 7/1/2013 - 7/17/2013
Wage Rate per Hour: $46.74
Supplemental Benefit Rate per Hour: $42.37

Effective Period: 7/18/2013 - 6/30/2014
Wage Rate per Hour: $46.82
Supplemental Benefit Rate per Hour: $44.97

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $42.33
Supplemental Benefit Rate per Hour: $26.17
Supplemental Note: $28.92 on Saturdays; $31.67 on Sundays & Holidays

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $42.38
Supplemental Benefit Rate per Hour: $26.17
Supplemental Note: $28.92 on Saturdays; $31.67 on Sundays & Holidays

Overtime Description
Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates
On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.63
Supplemental Benefit Rate per Hour: $39.05
Supplemental Note: Overtime supplemental benefit rate per hour: $57.55

Overtime Description
Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year’s Eve pursuant to his employer’s instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.
CORE DRILLER

Core Driller

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $35.44
Supplemental Benefit Rate per Hour: $19.75

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $35.71
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $28.60
Supplemental Benefit Rate per Hour: $19.75

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $28.60
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper (Third year in the industry)

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $25.74
Supplemental Benefit Rate per Hour: $19.75

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $25.74
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $22.88
Supplemental Benefit Rate per Hour: $19.75

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $22.88
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $20.02
Supplemental Benefit Rate per Hour: $19.75

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $20.02
Supplemental Benefit Rate per Hour: $21.69

Overtime Description
Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates
The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents ($0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.00
Supplemental Benefit Rate per Hour: $46.07
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $47.49 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $30.00
Supplemental Benefit Rate per Hour: $31.32

Overtime Description
The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional otetimes is paid at double time for wages and supplemental benefits. Deduct $1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $59.40
Supplemental Benefit Rate per Hour: $44.97

Diver Tender (Marine)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.05
Supplemental Benefit Rate per Hour: $44.97

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $46.82
Supplemental Benefit Rate per Hour: $44.97

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None
Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

**DRIVER: TRUCK (TEAMSTER)**

**Driver - Automobile Chauffeur (Dump Truck)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.11
Supplemental Benefit Rate per Hour: $40.20

**Driver - Heavy Equipment Trailer Driver**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.61
Supplemental Benefit Rate per Hour: $40.20
Note: For time and one half overtime Wage Rate - $57.16; for double time overtime Wage Rate - $76.21

**Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.67
Supplemental Benefit Rate per Hour: $40.20

**Driver - Six Wheeler(3 Axle) Tractors & Trailers**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.11
Supplemental Benefit Rate per Hour: $40.20
Note: For time and one half overtime Wage Rate - $58.01; for double time overtime Wage Rate - $77.34

**Driver - Boom Truck**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.36
Supplemental Benefit Rate per Hour: $40.20
Note: For time and one half overtime Wage Rate - $58.01; for double time overtime Wage Rate - $77.34

**Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

**Overtime**
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

**Overtime Holidays**
Double time the regular rate for work on the following holiday(s).
- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**Paid Holidays**
- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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**Driver - Redi-Mix Driver (Sand & Gravel)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.71
Supplemental Benefit Rate per Hour: $37.27

**Overtime Description**
For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

**Overtime**
- Time and one half the regular rate after an 8 hour day.
- Time and one half the regular rate for Saturday.
- Double time the regular rate for Sunday.

**Overtime Holidays**
Double time the regular rate for work on the following holiday(s).
- President's Day
- Columbus Day
- Veteran's Day
Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN
(Including all low voltage cabling carrying data; video; and voice in combination
with data and or video.)

Electrician "A" (Regular Day)
Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $52.00
Supplemental Benefit Rate per Hour: $46.13

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $47.54

Electrician "A" (Regular Day Overtime)
Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $78.00
Supplemental Benefit Rate per Hour: $49.39

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $50.86

Electrician "A" (Day Shift)
Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $78.00
Supplemental Benefit Rate per Hour: $49.39

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $50.86

Electrician "A" (Swing Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $61.01
Supplemental Benefit Rate per Hour: $52.47

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $62.19
Supplemental Benefit Rate per Hour: $54.07

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $91.52
Supplemental Benefit Rate per Hour: $56.30

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $93.29
Supplemental Benefit Rate per Hour: $57.97

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $68.34
Supplemental Benefit Rate per Hour: $57.83

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $69.66
Supplemental Benefit Rate per Hour: $59.59

Electrician "A" (Graveyard Shift Overtime After 7 hours)
Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $102.51
Supplemental Benefit Rate per Hour: $62.11

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $104.49
Supplemental Benefit Rate per Hour: $63.96

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $22.86 effective 1/20/2014 and $23.63 effective 5/14/2014.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $26.50
Supplemental Benefit Rate per Hour: $19.56
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $25.80
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $19.21
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $22.00
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $17.30

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $27.00
Supplemental Benefit Rate per Hour: $20.32
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $26.30
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $19.96
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $22.50
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $18.06

**Electrician "M"** (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $39.75
Supplemental Benefit Rate per Hour: $21.23
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $38.70
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $20.83
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $33.00
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $18.68

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $21.01
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $39.45
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $21.61
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $33.75
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $19.47

**Overtime**

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

**Paid Holidays**

None
ELECTRICIAN - ALARM TECHNICIAN
(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $30.40
Supplemental Benefit Rate per Hour: $13.90
Supplemental Note: $12.40 only after 8 hours worked in a day

Overtime Description
Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year’s day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays
New Year’s Day
Martin Luther King Jr. Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation
At least 1 year of employment ........................................ ten (10) days
5 years or more of employment ...................................... fifteen (15) days
10 years of employment .................................................. twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: $52.00
Supplemental Benefit Rate per Hour: $47.90

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $49.34

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: $39.42
Supplemental Benefit Rate per Hour: $36.46

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: $40.18
Supplemental Benefit Rate per Hour: $37.73

**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: $33.75
Supplemental Benefit Rate per Hour: $32.83

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: $34.40
Supplemental Benefit Rate per Hour: $34.00

**Overtime Description**

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

**Overtime Holidays**
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

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ELEVATOR CONSTRUCTOR

**Elevator Constructor**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.01
Supplemental Benefit Rate per Hour: $34.48

**Overtime Description**
For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

**Overtime**
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**
New Year's Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

**Vacation**
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

**Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $45.14  
Supplemental Benefit Rate per Hour: $33.02

**Overtime Description**

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)
Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer’s minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $61.05
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $97.68

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetc Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $59.24
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $94.78

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $56.22
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $89.95

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except
River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $58.97
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $94.35

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $77.30
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $123.68

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.10
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $62.56

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $40.11
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $64.18

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.22
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $85.15
Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.97
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $59.15

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.05
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $91.28

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.43
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $85.49

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $40.84
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $65.34

Overtime Description
On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**
- New Year’s Day
- Lincoln’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday.

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**Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $54.04
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.10
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

**Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $51.40
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.31
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Overtime Description
On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates
Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.55
Supplemental Benefit Rate per Hour: $17.65

Instrument Person

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $29.41  
Supplemental Benefit Rate per Hour: $17.65  

**Rodperson**  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $25.54  
Supplemental Benefit Rate per Hour: $17.65  

**Overtime Description**  
Overtime Benefit Rate - $23.63 per hour (time & one half) $29.95 per hour (double time).  
Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.  

**Paid Holidays**  
New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday  

(Operating Engineer Local #15-D)  

**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
(Construction of Building Projects, Concrete Superstructures, etc.)  

**Field Engineer - BC Party Chief**  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $55.40  
Supplemental Benefit Rate per Hour: $30.62  
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).  

**Field Engineer - BC Instrument Person**  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $43.10  
Supplemental Benefit Rate per Hour: $30.62  
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).
Field Engineer - BC Rodperson
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $27.96
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).

Overtime Description
Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays
New Year’s Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Field Engineer - HC Party Chief
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $62.61
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - HC Instrument Person
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - HC Rodperson
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.61
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Overtime Description
Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $58.50
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - Steel Erection Instrument Person
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.53
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - Steel Erection Rodperson
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $30.43
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).
Overtime Description
Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime
Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year’s Day
Lincoln’s Birthday
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday.

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I
Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $67.70
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $108.32

Operating Engineer - Road & Heavy Construction II
Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.10
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: 51.75 overtime hours
Shift Wage Rate: $112.16

Operating Engineer - Road & Heavy Construction III
Mine Hoists, Cranes, etc. (Used as Mine Hoists)
Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $72.34
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $115.74

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.63
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $113.01

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $65.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $105.22

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.08
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $84.93

Operating Engineer - Road & Heavy Construction VIII
Utility Compressors

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.18
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $51.93

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $62.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $100.05

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.46
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $91.94

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $44.63
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $71.41

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $66.45
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $106.32

Operating Engineer - Road & Heavy Construction XIII
Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $64.34  
Supplemental Benefit Rate per Hour: $28.60  
Supplemental Note: $51.75 overtime hours  
Shift Wage Rate: $102.94  

Operating Engineer - Road & Heavy Construction XIV
Concrete Mixer  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $61.53  
Supplemental Benefit Rate per Hour: $28.60  
Supplemental Note: $51.75 overtime hours  
Shift Wage Rate: $98.45  

Operating Engineer - Road & Heavy Construction XV
Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $41.44  
Supplemental Benefit Rate per Hour: $28.60  
Supplemental Note: $51.75 overtime hours  
Shift Wage Rate: $66.30  

Operating Engineer - Road & Heavy Construction XVI
Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $58.74  
Supplemental Benefit Rate per Hour: $28.60  
Supplemental Note: $51.85 overtime hours  
Shift Wage Rate: $93.98  

Operating Engineer - Road & Heavy Construction XVII
On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $59.21  
Supplemental Benefit Rate per Hour: $28.60  
Supplemental Note: $51.75 overtime hours  
Shift Wage Rate: $94.74
Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $85.00
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $136.00

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $65.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $105.22

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $64.04
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $102.46

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $54.17
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $86.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.32
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Concrete II
Compressors

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $56.16
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $73.37
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $117.39

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.50
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $112.80

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.84
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $66.94

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.85
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $63.76

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.82
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $43.28
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $65.83
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $69.74
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $64.26
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $63.58
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

**Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $50.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
For New House Car projects started after 7/1/11 only: Wage Rate per Hour $40.31

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

**Overtime**

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

- New Year's Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday.

**Shift Rates**

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.
FLOOR COVERER
(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $46.15
Supplemental Benefit Rate per Hour: $38.50

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $48.88
Supplemental Benefit Rate per Hour: $42.70

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year’s Eve if work is performed in the A.M.

Shift Rates
Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)
GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2013 - 10/31/2013
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $33.24
Supplemental Note: Supplemental Benefit Overtime Rate: $41.24

Effective Period: 11/1/2013 - 6/30/2014
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $34.09
Supplemental Note: Supplemental Benefit Overtime Rate: $42.59

Overtime Description
An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime
Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)
GLAZIER - REPAIR & MAINTENANCE
(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication
Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $18.54

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $23.60
Supplemental Benefit Rate per Hour: $19.04

Overtime
Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(LOCAL #1281)
Wage Rate per Hour: $56.98
Supplemental Benefit Rate per Hour: $34.81

**Overtime Description**
Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

**Overtime**
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

**Overtime Holidays**
Double time the regular rate for work on the following holiday(s).
New Year’s Day
Martin Luther King Jr. Day
President’s Day
Memorial Day
Independence Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

**Paid Holidays**
None

**Shift Rates**
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.
Off hour work in occupied or retail buildings may be worked on weekdays with an increment of $1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

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**HOUSE WRECKER**
(TOTAL DEMOLITION)

**House Wrecker - Tier A**
On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.
Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: $34.01  
Supplemental Benefit Rate per Hour: $25.14

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: $34.51  
Supplemental Benefit Rate per Hour: $25.59

**House Wrecker - Tier B**

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: $23.75  
Supplemental Benefit Rate per Hour: $18.62

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: $24.02  
Supplemental Benefit Rate per Hour: $19.12

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year’s Day  
President’s Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Mason Tenders District Council)

**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $42.30
Supplemental Benefit Rate per Hour: $43.54
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $42.70
Supplemental Benefit Rate per Hour: $44.57
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural
Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $46.75
Supplemental Benefit Rate per Hour: $62.48
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $47.25
Supplemental Benefit Rate per Hour: $64.43
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Monday through Friday - the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays - the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday - all shifts are paid at double time.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year’s Eve if work is performed in the A.M.

Shift Rates
Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer
Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.25
Supplemental Benefit Rate per Hour: $33.25

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING
(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $24.25
Supplemental Benefit Rate per Hour: $12.30
**Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $23.25  
Supplemental Benefit Rate per Hour: $12.30

**Landscaper (up to 3 years experience)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $20.75  
Supplemental Benefit Rate per Hour: $12.30

**Groundperson**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $20.75  
Supplemental Benefit Rate per Hour: $12.30

**Tree Remover / Pruner**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $29.25  
Supplemental Benefit Rate per Hour: $12.30

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $19.25  
Supplemental Benefit Rate per Hour: $12.30

**Watering - Plant Maintainer**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $14.25  
Supplemental Benefit Rate per Hour: $12.30

**Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular rate for work on a holiday plus the day’s pay.

**Paid Holidays**

New Year’s Day  
Memorial Day
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Shift Rates**  
Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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**MARBLE MECHANIC**

**Marble Setter**

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: $49.19  
Supplemental Benefit Rate per Hour: $32.24

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: $50.57  
Supplemental Benefit Rate per Hour: $33.82

**Marble Finisher**

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: $39.05  
Supplemental Benefit Rate per Hour: $31.43

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: $39.71  
Supplemental Benefit Rate per Hour: $33.10

**Marble Polisher**

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: $34.73  
Supplemental Benefit Rate per Hour: $24.60

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: $35.64  
Supplemental Benefit Rate per Hour: $25.64

**Overtime Description**  
Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.
Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $25.74

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $35.53
Supplemental Benefit Rate per Hour: $26.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Paid Holidays
None

Shift Rates
The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A
Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $34.07
Supplemental Benefit Rate per Hour: $19.77

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $34.59
Supplemental Benefit Rate per Hour: $20.75

Mason Tender Tier B
On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $23.27
Supplemental Benefit Rate per Hour: $14.08

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $23.78
Supplemental Benefit Rate per Hour: $15.07

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
- New Year’s Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.43
Supplemental Benefit Rate per Hour: $40.15
Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description
Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
- New Year’s Day
- Washington’s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Presidential Election Day
- Thanksgiving Day
- Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars ($12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $47.69
Supplemental Benefit Rate per Hour: $48.87

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year’s Eve if work is performed in the A.M.

Shift Rates
The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.
MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $44.39
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $44.64
Supplemental Benefit Rate per Hour: $35.83
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.80 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $43.03
Supplemental Benefit Rate per Hour: $35.82
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.79 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $43.03
Supplemental Benefit Rate per Hour: $35.82
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.79 per hour.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $37.50
Supplemental Benefit Rate per Hour: $25.62
Supplemental Note: $30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $39.50
Supplemental Benefit Rate per Hour: $26.12
Supplemental Note: $30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $25.62
Supplemental Note: $30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $42.50
Supplemental Benefit Rate per Hour: $26.12
Supplemental Note: $30.75 on overtime

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - SIGN

Designer
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.15
Supplemental Benefit Rate per Hour: $9.66

Journeyperson
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.62
Supplemental Benefit Rate per Hour: $9.66

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.
PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $11.62
Supplemental Note: Overtime Supplemental Benefit rate - $7.42; New Hire Rate (0-3 months) - $0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $37.50
Supplemental Benefit Rate per Hour: $11.62
Supplemental Note: Overtime Supplemental Benefit rate - $7.42; New Hire Rate (0-3 months) - $0.00

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation
Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.
PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $47.00
Supplemental Benefit Rate per Hour: $32.08

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $47.00
Supplemental Benefit Rate per Hour: $33.58

Painter - Power Tool

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $32.08

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $33.58

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Regular hourly rates plus a ten per cent (10%) differential

(Local #806)
PAPERHANGER

Paperhanger

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $29.23
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $41.08
Supplemental Benefit Rate per Hour: $29.23
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(Please note: District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $43.54
Supplemental Benefit Rate per Hour: $33.55

Paver & Roadbuilder - Laborer
Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.67
Supplemental Benefit Rate per Hour: $33.55

**Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.12
Supplemental Benefit Rate per Hour: $33.55

**Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $44.61
Supplemental Benefit Rate per Hour: $33.55

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.32
Supplemental Benefit Rate per Hour: $33.55

**Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

**Overtime**

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

**Paid Holidays**

Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day

Shift Rates
When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time. When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 20% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $41.13
Supplemental Benefit Rate per Hour: $24.95

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $41.78
Supplemental Benefit Rate per Hour: $27.95

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
Martin Luther King Jr. Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day
Paid Holidays
None

Shift Rates
When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.
The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender
Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $25.74

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $35.53
Supplemental Benefit Rate per Hour: $26.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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**PLUMBER**

**Plumber**

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: $52.36  
Supplemental Benefit Rate per Hour: $37.34  
Supplemental Note: Overtime supplemental benefit rate per hour: $74.40

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: $64.87  
Supplemental Benefit Rate per Hour: $25.18  
Supplemental Note: Overtime supplemental benefit rate per hour: $50.08

**Overtime Description**  
Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is $1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

**Overtime**  
Double time the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**  
Double time the regular rate for work on the following holiday(s).  
New Year’s Day  
President’s Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran’s Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**  
Shift work, when directly specified in public agency or authority documents where plumbing contract is $8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $33.46
Supplemental Benefit Rate per Hour: $16.93

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $38.27
Supplemental Benefit Rate per Hour: $12.84

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Plumbers Local #1)
Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
(Installation and Maintenance)

Plumber - Pump & Tank
Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $53.01
Supplemental Benefit Rate per Hour: $31.86

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $62.83
Supplemental Benefit Rate per Hour: $21.37

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.41
Supplemental Benefit Rate per Hour: $23.29

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**ROOFER**

**Roofer**

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: $39.00  
Supplemental Benefit Rate per Hour: $27.37

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: $40.00  
Supplemental Benefit Rate per Hour: $27.87

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).  
New Year’s Day  
President’s Day  
Memorial Day  
Independence Day  
Labor Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)
SANDBLASTER - STEAMBLASTER  
(Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.41
Supplemental Benefit Rate per Hour: $23.29

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.96
Supplemental Benefit Rate per Hour: $43.19
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Duct Cleaner
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $12.90
Supplemental Benefit Rate per Hour: $8.07

Sheet Metal Worker - Fan Maintenance
(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.77
Supplemental Benefit Rate per Hour: $43.19

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journeyperson engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)
Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2013 - 7/31/2013
Wage Rate per Hour: $41.28
Supplemental Benefit Rate per Hour: $22.88
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 8/1/2013 - 6/30/2014
Wage Rate per Hour: $40.78
Supplemental Benefit Rate per Hour: $23.38
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
Martin Luther King Jr. Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.80
Supplemental Benefit Rate per Hour: $42.17
Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year’s Day
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either
(7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I
Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $50.54
Supplemental Note: Overtime supplemental benefit rate: $100.34

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $53.25
Supplemental Benefit Rate per Hour: $51.04
Supplemental Note: Overtime supplemental benefit rate: $101.34

Overtime
Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed $15,000,000 and for fire protection/sprinkler public works contracts not to exceed $1,500,000.

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $50.54
Supplemental Note: Overtime supplemental benefit rate: $100.34

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $53.25
Supplemental Benefit Rate per Hour: $51.04
Supplemental Note: Overtime supplemental benefit rate: $101.34

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None
Shift Rates
May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic
Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $38.05
Supplemental Benefit Rate per Hour: $12.26

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: $38.30
Supplemental Benefit Rate per Hour: $12.76

Refrigeration and Air Conditioner Service Person V
Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $31.26
Supplemental Benefit Rate per Hour: $11.13

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: $31.47
Supplemental Benefit Rate per Hour: $11.55

Refrigeration and Air Conditioner Service Person IV
Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $25.90
Supplemental Benefit Rate per Hour: $10.16

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: $26.07
Supplemental Benefit Rate per Hour: $10.52
Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $22.23
Supplemental Benefit Rate per Hour: $9.44

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: $22.38
Supplemental Benefit Rate per Hour: $9.76

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $18.44
Supplemental Benefit Rate per Hour: $8.78

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: $18.56
Supplemental Benefit Rate per Hour: $9.06

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $13.48
Supplemental Benefit Rate per Hour: $8.10

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: $13.57
Supplemental Benefit Rate per Hour: $8.30

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $47.72
Supplemental Benefit Rate per Hour: $35.28

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $46.56
Supplemental Benefit Rate per Hour: $36.40

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $44.32
Supplemental Benefit Rate per Hour: $21.66

Effective Period: 1/1/2014 - 6/24/2014
Wage Rate per Hour: $44.82
Supplemental Benefit Rate per Hour: $21.66

Wage Rate per Hour: $45.32
Supplemental Benefit Rate per Hour: $21.66

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year’s Day
Martin Luther King Jr. Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year’s Eve pursuant to his employer’s instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

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**TELECOMMUNICATION WORKER**  
*(Voice Installation Only)*

**Telecommunication Worker**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $35.94  
Supplemental Benefit Rate per Hour: $13.19  
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $12.64 for Staten Island only.

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).  
New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday
Shift Rates
For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker’s hourly rate.

Vacation
After 6 months.................................................................one week.
After 12 months but less than 7 years.................................two weeks.
After 7 or more but less than 15 years.................................three weeks.
After 15 years or more but less than 25 years......................four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $38.49
Supplemental Benefit Rate per Hour: $27.40

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $38.80
Supplemental Benefit Rate per Hour: $28.03

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year’s Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.
TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $31.44

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $49.25
Supplemental Benefit Rate per Hour: $31.82

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

TIMBERPERSON

Timberperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.63
Supplemental Benefit Rate per Hour: $44.54

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $54.20  
Supplemental Benefit Rate per Hour: $48.20

**Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $52.31  
Supplemental Benefit Rate per Hour: $46.59

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $51.35  
Supplemental Benefit Rate per Hour: $45.78

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $50.42  
Supplemental Benefit Rate per Hour: $44.91

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $50.42  
Supplemental Benefit Rate per Hour: $44.92

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $43.94  
Supplemental Benefit Rate per Hour: $42.55

**Blasters (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $51.72  
Supplemental Benefit Rate per Hour: $46.03

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $49.48  
Supplemental Benefit Rate per Hour: $44.06

**All Others (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $45.73  
Supplemental Benefit Rate per Hour: $40.75

**Micrtunneling (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $39.58  
Supplemental Benefit Rate per Hour: $35.25

**Overtime Description**

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

**Overtime**
- Double time the regular rate after an 8 hour day.
- Double time the regular time rate for Saturday.
- Double time the regular rate for Sunday.
- Double time the regular rate for work on the following holiday(s).

**Paid Holidays**
- New Year’s Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

(Local #147)

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**WELDER**
TO BE PAID AT THE RATE OF THE JOURENYPERSON IN THE TRADE PERFORMING THE WORK.
APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.
List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. FLOOR COVERER
4. HOUSE WRECKER
5. IRONWORKER – ORNAMENTAL
6. IRON WORKER - STRUCTURAL
7. MASON TENDER
8. PLASTERER
9. PLUMBER
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ASBESTOS HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

(Variances)

BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $28.75

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.74

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $30.33

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $31.40

**Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $31.91

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $33.05

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $33.49

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $34.69

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $35.05

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $36.34

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $36.63

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $38.00
**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $38.19

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $39.65

(Local #5)

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**BRICKLAYER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

 Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Second 750 Hours)**

 Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Third 750 Hours)**

 Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Fourth 750 Hours)**

 Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: $16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Fifth 750 Hours)**

 Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

(Claylayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Carpenter (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Carpenter (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Carpenter (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

(Carpenters District Council)
CEMENT MASON  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.04

Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2013 - 6/30/2014
DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Derrickperson & Rigger (stone) - First Year
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

(Carpenters District Council)

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ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $12.50
Supplemental Benefit Rate per Hour: $10.86
Overtime Supplemental Rate per Hour: $11.68

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $12.50
Supplemental Benefit Rate per Hour: $11.10
Overtime Supplemental Rate per Hour: $11.93

Electrician (First Term: 7-12 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $13.50
Supplemental Benefit Rate per Hour: $11.37
Overtime Supplemental Rate per Hour: $12.26

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $13.50
Supplemental Benefit Rate per Hour: $11.62
Overtime Supplemental Rate per Hour: $12.51

**Electrician (Second Term: 0-6 Months)**

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $14.50
Supplemental Benefit Rate per Hour: $11.88
Overtime Supplemental Rate per Hour: $12.83

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $14.50
Supplemental Benefit Rate per Hour: $12.13
Overtime Supplemental Rate per Hour: $13.08

**Electrician (Second Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $15.50
Supplemental Benefit Rate per Hour: $12.39
Overtime Supplemental Rate per Hour: $13.41

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $15.50
Supplemental Benefit Rate per Hour: $12.64
Overtime Supplemental Rate per Hour: $13.66

**Electrician (Third Term: 0-6 Months)**

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $16.50
Supplemental Benefit Rate per Hour: $12.90
Overtime Supplemental Rate per Hour: $13.98

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $16.50
Supplemental Benefit Rate per Hour: $13.15
Overtime Supplemental Rate per Hour: $14.23

**Electrician (Third Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $17.50
Supplemental Benefit Rate per Hour: $13.40
Overtime Supplemental Rate per Hour: $14.56

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $17.50
Supplemental Benefit Rate per Hour: $13.65
Overtime Supplemental Rate per Hour: $14.81

Electrician (Fourth Term: 0-6 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $13.91
Overtime Supplemental Rate per Hour: $15.13

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $14.16
Overtime Supplemental Rate per Hour: $15.38

Electrician (Fourth Term: 7-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $20.25
Supplemental Benefit Rate per Hour: $14.80
Overtime Supplemental Rate per Hour: $16.14

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $15.18
Overtime Supplemental Rate per Hour: $16.53

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $17.30
Overtime Supplemental Rate per Hour: $18.68

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.06
Overtime Supplemental Rate per Hour: $19.47

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $26.50
Supplemental Benefit Rate per Hour: $19.56
Overtime Supplemental Rate per Hour: $21.23

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $27.00
Supplemental Benefit Rate per Hour: $20.32
Overtime Supplemental Rate per Hour: $22.01
**Electrician (Fourth Term: 0-6 Months - Hired before 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: $22.10  
Supplemental Benefit Rate per Hour: $15.74  
Overtime Supplemental Rate per Hour: $17.20

Effective period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: $22.10  
Supplemental Benefit Rate per Hour: $15.99  
Overtime Supplemental Rate per Hour: $17.45

**Electrician (Fourth Term: 7-12 Months - Hired before 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: $23.95  
Supplemental Benefit Rate per Hour: $16.69  
Overtime Supplemental Rate per Hour: $18.26

Effective period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: $24.20  
Supplemental Benefit Rate per Hour: $17.06  
Overtime Supplemental Rate per Hour: $18.66

**Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: $25.80  
Supplemental Benefit Rate per Hour: $19.21  
Overtime Supplemental Rate per Hour: $20.83

Effective period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: $26.30  
Supplemental Benefit Rate per Hour: $19.96  
Overtime Supplemental Rate per Hour: $21.61

**Overtime Description**

Overtime Wage paid at time and one half the regular rate  
For "A" rated Apprentices (work in excess of 7 hours per day)  
For "M" rated Apprentices (work in excess of 8 hours per day)

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**ELEVATOR CONSTRUCTOR**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)
Elevator (Constructor) - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $26.87

Elevator (Constructor) - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $27.92

Elevator (Constructor) - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $29.38

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $30.84

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $26.79

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $27.12

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $28.43

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $29.74

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.49
Supplemental Benefit Rate per Hour: $20.68

Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $28.11
Supplemental Benefit Rate per Hour: $20.68

Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.92
Supplemental Benefit Rate per Hour: $20.68

Engineer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.73
Supplemental Benefit Rate per Hour: $20.68

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)
Operating Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

Operating Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

Operating Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

Floor Coverer
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

Floor Coverer (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

Floor Coverer (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55
Floor Coverer (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

(GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $11.97

Glazier (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $21.13

Glazier (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $23.54

Glazier (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $28.34

(HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)
Heat & Frost Insulator (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

House Wrecker - First Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $20.36
Supplemental Benefit Rate per Hour: $16.35

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $20.52
Supplemental Benefit Rate per Hour: $16.60

House Wrecker - Second Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $21.46
Supplemental Benefit Rate per Hour: $16.35

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $21.67
Supplemental Benefit Rate per Hour: $16.60

House Wrecker - Third Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $23.01
Supplemental Benefit Rate per Hour: $16.35

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $23.27
Supplemental Benefit Rate per Hour: $16.60

House Wrecker - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $25.36
Supplemental Benefit Rate per Hour: $16.35

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $25.83
Supplemental Benefit Rate per Hour: $16.60

(Local #79)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson’s rate
Supplemental Rate Per Hour: $35.78

Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson’s rate
Supplemental Rate Per Hour: $36.75

Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson’s rate
Supplemental Rate Per Hour: $37.72
Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson’s rate
Supplemental Rate Per Hour: $39.66

Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyperson’s rate
Supplemental Rate Per Hour: $40.63

Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson’s rate
Supplemental Rate Per Hour: $42.57

Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson’s rate
Supplemental Rate Per Hour: $33.84
Effective 1/20/2014 – Supplemental Benefits Per Hour: 34.55

Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson’s rate
Supplemental Rate Per Hour: $34.81
Effective 1/20/2014 – Supplemental Benefits Per Hour: 35.55

Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson’s rate
Supplemental Rate Per Hour: $35.78
Effective 1/20/2014 – Supplemental Benefits Per Hour: 36.55

Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson’s rate
Supplemental Rate Per Hour: $37.72
Effective 1/20/2014 – Supplemental Benefits Per Hour: 38.56

Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson’s rate
Supplemental Rate Per Hour: $39.66
Effective 1/20/2014 – Supplemental Benefits Per Hour: 40.56

(Local #580)

**IRON WORKER - STRUCTURAL**
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Iron Worker (Structural) - 1st Six Months**

| Effective Period: 7/1/2013 – 1/19/2014 | Wage Rate per Hour: $24.48 |
| Effective Period: 1/20/2014 - 6/30/2014 | Wage Rate per Hour: $24.73 |
| Supplemental Benefit Rate per Hour: $43.87 | Supplemental Benefit Rate per Hour: $45.07 |

**Iron Worker (Structural) - 7- 18 Months**

| Effective Period: 7/1/2013 – 1/19/2014 | Wage Rate per Hour: $25.08 |
| Effective Period: 1/20/2014 - 6/30/2014 | Wage Rate per Hour: $25.33 |
| Supplemental Benefit Rate per Hour: $43.87 | Supplemental Benefit Rate per Hour: $45.07 |

**Iron Worker (Structural) - 19 - 36 months**

| Effective Period: 7/1/2013 – 1/19/2014 | Wage Rate per Hour: $25.68 |
| Effective Period: 1/20/2014 - 6/30/2014 | Wage Rate per Hour: $25.93 |
| Supplemental Benefit Rate per Hour: $43.87 | Supplemental Benefit Rate per Hour: $45.07 |

(Local #40 and #361)
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

(Local #731)

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MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)
Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)
MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Mason Tender - First Year**

- Effective Period: 7/1/2013 - 1/19/2014
- Wage Rate per Hour: $20.63
- Supplemental Benefit Rate per Hour: $17.06

- Effective Period: 1/20/2014 – 6/30/2014
- Wage Rate per Hour: $20.79
- Supplemental Benefit Rate per Hour: $17.58

**Mason Tender - Second Year**

- Effective Period: 7/1/2013 - 1/19/2014
- Wage Rate per Hour: $21.73
- Supplemental Benefit Rate per Hour: $17.06

- Effective Period: 1/20/2014 – 6/30/2014
- Wage Rate per Hour: $21.94
- Supplemental Benefit Rate per Hour: $17.58

**Mason Tender - Third Year**

- Effective Period: 7/1/2013 - 1/19/2014
- Wage Rate per Hour: $23.33
- Supplemental Benefit Rate per Hour: $17.06

- Effective Period: 1/20/2014 – 6/30/2014
- Wage Rate per Hour: $23.59
- Supplemental Benefit Rate per Hour: $17.58

**Mason Tender - Fourth Year**

- Effective Period: 7/1/2013 - 1/19/2014
- Wage Rate per Hour: $25.93
- Supplemental Benefit Rate per Hour: $17.06

- Effective Period: 1/20/2014 – 6/30/2014
- Wage Rate per Hour: $26.25
- Supplemental Benefit Rate per Hour: $17.58
METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metallic Lather (First Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $28.11
Supplemental Benefit Rate per Hour: $22.79

**Metallic Lather (Second Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $32.71
Supplemental Benefit Rate per Hour: $24.44

**Metallic Lather (Third Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $37.77
Supplemental Benefit Rate per Hour: $25.59

**Metallic Lather (First Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $17.71
Supplemental Benefit Rate per Hour: $19.85

**Metallic Lather (Second Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.81
Supplemental Benefit Rate per Hour: $19.85

**Metallic Lather (Third Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $27.91
Supplemental Benefit Rate per Hour: $19.85

(Local #46)
MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $26.23
Supplemental Benefit Rate per Hour: $31.51

Millwright (Second Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $31.00
Supplemental Benefit Rate per Hour: $34.77

Millwright (Third Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.77
Supplemental Benefit Rate per Hour: $39.19

Millwright (Fourth Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.30
Supplemental Benefit Rate per Hour: $44.63

(PAVER AND ROADBUILDER)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $26.19
Supplemental Benefit Rate per Hour: $16.20

Paver and Roadbuilder - Second Year (Minimum 1000 hours)
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $27.77
Supplemental Benefit Rate per Hour: $16.20

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year
Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $15.00
Supplemental Benefit Rate per Hour: $11.38

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $15.80
Supplemental Benefit Rate per Hour: $11.88

Painter - Brush & Roller - Second Year
Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $18.75
Supplemental Benefit Rate per Hour: $15.23

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $19.75
Supplemental Benefit Rate per Hour: $15.73

Painter - Brush & Roller - Third Year
Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.14

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $23.70
Supplemental Benefit Rate per Hour: $18.64

Painter - Brush & Roller - Fourth Year
Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $30.00
Supplemental Benefit Rate per Hour: $23.52
Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $31.60
Supplemental Benefit Rate per Hour: $24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $12.76
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.76

Plasterer - First Year: 2nd Six Months
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $13.24
Effective 1/20/2014 – Supplemental Benefits Per Hour: 16.24

**Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $15.21
Effective 1/20/2014 – Supplemental Benefits Per Hour: 18.21

**Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $16.29
Effective 1/20/2014 – Supplemental Benefits Per Hour: 19.29

**Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $18.46
Effective 1/20/2014 – Supplemental Benefits Per Hour: 21.46

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $19.54
Effective 1/20/2014 – Supplemental Benefits Per Hour: 22.54

(Local #530)

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**PLUMBER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $0.71

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $2.96
Plumber - Second Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $18.26
Supplemental Benefit Rate per Hour: $16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $23.67
Supplemental Benefit Rate per Hour: $11.16

Plumber - Third Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $20.36
Supplemental Benefit Rate per Hour: $16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $25.77
Supplemental Benefit Rate per Hour: $11.16

Plumber - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $23.21
Supplemental Benefit Rate per Hour: $16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $28.62
Supplemental Benefit Rate per Hour: $11.16

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $24.61
Supplemental Benefit Rate per Hour: $16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $30.02
Supplemental Benefit Rate per Hour: $11.16

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: $36.68
Supplemental Benefit Rate per Hour: $16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: $42.09  
Supplemental Benefit Rate per Hour: $11.16

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)**
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Pointer - Waterproofer, Caulker Mechanic - First Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $25.00  
Supplemental Benefit Rate per Hour: $3.64

**Pointer - Waterproofer, Caulker Mechanic - Second Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $27.25  
Supplemental Benefit Rate per Hour: $8.59

**Pointer - Waterproofer, Caulker Mechanic - Third Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $32.23  
Supplemental Benefit Rate per Hour: $11.34

**Pointer - Waterproofer, Caulker Mechanic - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $38.66  
Supplemental Benefit Rate per Hour: $11.34

(Bricklayer District Council)

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**ROOFER**
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

**Roofer - First Year**
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 35% of Journeyperson’s Rate

Roofer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson’s Rate

Roofer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson’s Rate

Roofer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson’s Rate

(Sheet Metal Worker)

(Sheet Metal Worker - First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 30% of Journeyperson’s rate
Supplemental Rate Per Hour: $15.37

Sheet Metal Worker - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson’s rate
Supplemental Rate Per Hour: $18.24

Sheet Metal Worker - Third Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson’s rate
Supplemental Rate Per Hour: $20.06

Sheet Metal Worker - Third Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Sheet Metal Worker - Fourth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $23.69

Sheet Metal Worker - Fourth Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $25.33

Sheet Metal Worker - Fifth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $27.47

Sheet Metal Worker - Fifth Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $31.23

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $6.75

Sign Erector - Second Year: 1st Six Months
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

(Local #137)
STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate
Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate
TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours
Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

TIMBERPERSON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)
Timberperson - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $30.04

Timberperson - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $30.04

Timberperson - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $30.04

Timberperson - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $30.04

(Local #1536)
LABOR LAW § 230 PREVAILING WAGE SCHEDULE

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. In accordance with Labor Law §230 et seq, the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on New York City public building service contracts in excess of $1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4).

Contracting agencies that anticipate doing work that may require building service trades or classifications not included in this schedule may request the Comptroller to establish a proper classification and wage determination for the work. Contractors using trades and/or classifications for which the Comptroller has not promulgated wages and benefits do so at their own risk.

Contractors are advised to review the applicable Comptroller’s Prevailing Wage Schedule before bidding on public work. Any Prevailing Wage Rate error made by the Contracting Agency, whether in a contract document or other communication, will not preclude a finding against the contractor of a prevailing-wage violation.

Labor Law § 231 (6) requires contractors to post on the site of the work a current copy of this schedule of wages and supplements.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the building service employee performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site www.comptroller.nyc.gov.

Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

Some of the rates in this schedule are based on collective bargaining agreements. The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
2) Supplement the employee’s hourly wage by an amount no less than the prevailing supplemental benefits rate; or
3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

If you are a Covered Building Service Employee and you have been paid less than the Prevailing Wage and Benefits, please contact us at 212-669-4443 or download our complaint form from our website at [WWW.COMPTROLLER.NYC.GOV](http://WWW.COMPTROLLER.NYC.GOV) (click on the Bureau of Labor Law).

Si es un empleado de servicios a edificios elegible y recibió menos del sueldo prevalente y beneficios, por favor contáctenos en 212-669-4443 o descarga un formulario de reclamo del sitio del Internet [WWW.COMPTROLLER.NYC.GOV](http://WWW.COMPTROLLER.NYC.GOV) (oprime “Oficina de Derecho Laboral”).

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Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law
List of Amended Classifications

1. BUILDING CLEANER AND MAINTAINER (OFFICE)
2. BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)
3. BUILDING HVAC SERVICES OPERATOR
4. WINDOW CLEANER
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BOILER SERVICEPERSON/TANK CLEANER MECHANIC (LOW PRESSURE)

Boiler Service Person/Tank Cleaner Mechanic (Low Pressure)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $11.37
Supplemental Benefit Rate per Hour: $5.57

Overtime Description
Work in excess of 8 hours performed on a Sunday or Holiday shall be paid two and one half times the regular rate.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday

Vacation
1 year service......................................................five (5) days
3 years service or more........................................ten (10) days
8 years service or more........................................fifteen (15) days
13 years service or more........................................twenty (20) days

SICK LEAVE:
1-2 years employment........................................4 days
2-3 years employment........................................5 days
3-4 years employment........................................6 days
4-5 years employment........................................8 days
6 years or more employment..............................10 days

(Local #32 B/J )

BUILDING CLEANER AND MAINTAINER (OFFICE)
OFFICE BUILDING CLASS "A" HANDYPerson (Over 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $25.10
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $25.55
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

OFFICE BUILDING CLASS "A" FOREperson, Starter (Over 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $24.99
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $25.44
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

OFFICE BUILDING CLASS "A" CLEANer/PORTer, Elevator OPERator, Exterminator, Fire SAFETY Director (Over 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $22.97
Supplemental Benefit Rate per Hour: $9.51
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $23.42
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.
Office Building Class "B" Handyperson (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $25.07
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $25.52
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "B" Foreperson, Starter (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $24.95
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $25.40
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $22.94
Supplemental Benefit Rate per Hour: $9.51
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $23.39
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.
Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "C" Handyperson (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $25.02
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $25.47
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

**Office Building Class "C" Foreperson, Starter (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $24.91
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $25.36
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

**Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $22.90
Supplemental Benefit Rate per Hour: $9.51
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

**NEW HIRE**: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $23.35
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58
NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for work on a holiday plus the day's pay.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation
Less than 6 months of work.....no vacation
6 months of work.......................three (3) days
1 year of work.........................ten (10) days
5 years of work......................fifteen (15) days
15 years of work......................twenty (20) days
21 years of work.....................twenty-one (21) days
22 years of work......................twenty-two (22) days
23 years of work......................twenty-three (23) days
24 years of work.....................twenty-four (24) days
25 years or more of work.........twenty-five (25) days
Plus two Personal Days per year.

Sick Leave:
10 sick days per year.
Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J )

________________________________________________________

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

Residential Building Class "A" Handyperson
Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over $4000.00 a room.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $23.57
Supplemental Benefit Rate per Hour: $9.43
Supplemental Note: Effective 1/1/2014 - $9.83, for new employee 0-3 months of employment - $0.00

Residential Building Class "A" Cleaner/Porter

Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over $4000.00 a room.

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $21.34
Supplemental Benefit Rate per Hour: $9.43
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $21.34
Supplemental Benefit Rate per Hour: $9.83
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Residential Building Class "B" Handyperson

Residential Building Class "B": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over $2000.00 a room and not over $4000.00 a room.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $23.51
Supplemental Benefit Rate per Hour: $9.43
Supplemental Note: Effective 1/1/2014 - $9.83, for new employee 0-3 months of employment - $0.00

Residential Building Class "B" Cleaner/Porter

Residential Building Class "B": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over $2000.00 a room and not over $4000.00 a room.
Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate per Hour: $21.28  
Supplemental Benefit Rate per Hour: $9.43  
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18  

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate per Hour: $21.28  
Supplemental Benefit Rate per Hour: $9.83  
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58  

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Residential Building Class "C" Handyperson

Residential Building Class "C": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of $2000.00 or less a room.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $23.45  
Supplemental Benefit Rate per Hour: $9.43  
Supplemental Note: Effective 1/1/2014 - $9.83, for new employee 0-3 months of employment - $0.00

Residential Building Class "C" Cleaner/Porter

Residential Building Class "C": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of $2000.00 or less a room.

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate per Hour: $21.23  
Supplemental Benefit Rate per Hour: $9.43  
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18  

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate per Hour: $21.23  
Supplemental Benefit Rate per Hour: $9.83  
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58
NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for work on a holiday plus the day's pay.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

Vacation
6 months...................................three (3) days
1 year.........................................ten (10) days
5 years.......................................fifteen (15) days
15 years.....................................twenty (20) days
21 years.....................................twenty-one (21) days
22 years.....................................twenty-two (22) days
23 years.....................................twenty-three (23) days
24 years.....................................twenty-four (24) days
25 years.....................................twenty-five (25) days
Plus two Personal Days per year.

SICK LEAVE
After 1 year of service.....................ten (10) days per year

(Local #32 B/J )

BUILDING HVAC SERVICES OPERATOR

Engineer (Refrigeration)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $35.18
Supplemental Benefit Rate per Hour: $15.78

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $36.73
Supplemental Benefit Rate per Hour: $16.35

**Fireperson**

Fireperson (Helper): Assist the Engineer

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $27.39
Supplemental Benefit Rate per Hour: $15.41

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $28.60
Supplemental Benefit Rate per Hour: $15.97

Please note that the NYC Comptroller’s Office does not publish rates for the Stationary Engineer title.

**Overtime Description**
All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

**Overtime**
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

**Paid Holidays**
New Year’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Plus six (6) floating Holidays

**Vacation**
6 months ......................................................... three (3) days
1 year .......................................................... ten (10) days
5 years ........................................................... fifteen (15) days
15 years ......................................................... twenty (20) days
21 years....................................................... twenty-one (21) days
22 years ......................................................... twenty-two (22) days
23 years ......................................................... twenty-three (23) days
24 years ....................................................... twenty-four (24) days
25 years ......................................................... twenty-five (25) days

(Local #94)

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**CLEANER (PARKING GARAGE)**
Garage Cleaner

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $11.20
Supplemental Benefit Rate per Hour: $1.72

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

FUEL OIL

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (5th Year and above)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $30.61
Supplemental Benefit Rate per Hour: $20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (4th Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $28.00
Supplemental Benefit Rate per Hour: $20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (3rd Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (2nd Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (1st Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $20.42
Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day

Triple time the regular rate for work on the following holiday(s).
- New Year's Day
- Thanksgiving Day
- Christmas Day

Paid Holidays
- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Vacation
Less than 75 days worked.................................................................no vacation.
75 days worked, but less than 110 days worked in a calendar year.........five (5) days the following year.
110 days or more worked in a calendar year................................................ten (10) days the following year.

SICK LEAVE:
1 day sick leave earned for each 40 days worked in the preceding calendar year for a maximum of five (5) days per calendar year.

(Local #553)

GARDENER

Gardener
Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $17.16
Supplemental Benefit Rate per Hour: $1.72

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

LOCKSMITH

Locksmith

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $19.63
Supplemental Benefit Rate per Hour: $6.20

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

MEDICAL WASTE REMOVAL

Driver

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $9.34

Helper

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.25
Supplemental Benefit Rate per Hour: $9.34

Tractor Trailer Driver
OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $9.34

Overtime Description
Time and one half the regular hourly rate after an 8 hour day or after 40 hours in any work week. The seventh day of work in a workweek is paid at double time the regular hourly rate. Time and one half the regular hourly rate for work on a holiday plus days pay for below paid holidays.

Paid Holidays
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Vacation
1 year of service but less than five years............................ten (10) days
5 years of service but less than ten years............................fifteen (15) days
10 years of service.............................................................sixteen (16) days
11 years.................................................................seventeen (17) days
12 years.................................................................eighteen (18) days
13 years.................................................................nineteen (19) days
14 years.................................................................twenty (20) days
20 years.................................................................twenty-one (21) days
21 years.................................................................twenty-two (22) days
22 years.................................................................twenty-three (23) days
23 years.................................................................twenty-four (24) days
24 years.................................................................twenty-five (25) days
Plus 5 Personal Days

(Local #813)

MOVER - OFFICE FURNITURE AND EQUIPMENT

Heavy and Tractor Trailer Truck Driver
Tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.57
Supplemental Benefit Rate per Hour: $4.49

Light Truck Driver

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $19.81
Supplemental Benefit Rate per Hour: $4.49
**Laborer and Freight, Stock, and Material Movers, Hand**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $17.51  
Supplemental Benefit Rate per Hour: $4.49  

**Overtime**  
Time and one half the regular rate after an 8 hour day.  
Time and one half the regular hourly rate after 40 hours in any work week.  

*(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)*

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**REFUSE REMOVER**

**Refuse Remover**  
Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: $29.27  
Supplemental Benefit Rate per Hour: $4.49  

**Overtime**  
Time and one half the regular rate after an 8 hour day.  
Time and one half the regular hourly rate after 40 hours in any work week.  

*(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)*

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**SECURITY GUARD (ARMED)**

**Security Guard (Armed)**  
Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate per Hour: $28.00  
Supplemental Benefit Rate per Hour: $4.90  
Supplemental Note: for new employee 0-30 days of employment - $4.26; for new employee 31-120 days of employment - $4.43; for new employee 121 days - 2 years of employment - $4.54  

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate per Hour: $28.25  
Supplemental Benefit Rate per Hour: $5.02
Supplemental Note: for new employee 0-30 days of employment - $4.44; for new employee 31-120 days of employment - $4.61; for new employee 121 days - 2 years of employment - $4.63

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

**Overtime Description**
A guard who works a holiday is paid the regular rate plus receives the paid holiday.
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

**Overtime**
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Personal Day

**Vacation**

<table>
<thead>
<tr>
<th>Months on payroll</th>
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<tr>
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<td>20 days</td>
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<td>300</td>
<td>25 days</td>
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**Sick Leave**
Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

**SECURITY GUARD (UNARMED)**

**Security Guard (Unarmed) 0 - 6 months**

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $12.85
Supplemental Benefit Rate per Hour: $4.54
Supplemental Note: for new employee 0-30 days of employment - $4.26; for new employee 31-120 days of employment - $4.43

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $13.10
Supplemental Benefit Rate per Hour: $4.63
Supplemental Note: for new employee 0-30 days of employment - $4.44; for new employee 31-120 days of employment - $4.61

Security Guard (Unarmed) 7 - 12 months

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $13.35
Supplemental Benefit Rate per Hour: $4.54

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $13.60
Supplemental Benefit Rate per Hour: $4.63

Security Guard (Unarmed) 13 - 18 months

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $13.85
Supplemental Benefit Rate per Hour: $4.54

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $14.10
Supplemental Benefit Rate per Hour: $4.63

Security Guard (Unarmed) 19 - 24 months

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $14.35
Supplemental Benefit Rate per Hour: $4.54

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $14.60
Supplemental Benefit Rate per Hour: $4.63

Security Guard (Unarmed) 25 - 30 months

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $14.85
Supplemental Benefit Rate per Hour: $4.90

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $15.10
Supplemental Benefit Rate per Hour: $5.02

Security Guard (Unarmed) 31 months or more

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $15.15
Supplemental Benefit Rate per Hour: $4.90

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $15.60
Supplemental Benefit Rate per Hour: $5.02

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

**Overtime Description**
A guard who works a holiday is paid the regular rate plus receives the paid holiday.
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

**Overtime**
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Personal Day

**Vacation**

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<td>300</td>
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</tr>
</tbody>
</table>

Sick Leave
Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

**WINDOW CLEANER**

**Window Cleaner**

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $26.44
Supplemental Benefit Rate per Hour: $9.51
Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $28.69
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $29.27
Supplemental Benefit Rate per Hour: $9.91

Window Cleaner Apprentice (0 - 3 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $19.59
Supplemental Benefit Rate per Hour: None

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $19.92
Supplemental Benefit Rate per Hour: None

Window Cleaner Apprentice (4 - 7 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $21.18
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $21.54
Supplemental Benefit Rate per Hour: $9.91

Window Cleaner Apprentice (8 - 11 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $22.44
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $22.82
Supplemental Benefit Rate per Hour: $9.91

Window Cleaner Apprentice (12 - 15 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $23.72
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $24.12
Supplemental Benefit Rate per Hour: $9.91

**Window Cleaner Apprentice (16 - 17 months)**

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $25.01
Supplemental Benefit Rate per Hour: $9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $25.44
Supplemental Benefit Rate per Hour: $9.91

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

**Overtime**
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Personal Day

**Vacation**
- After 7 months but less than 1 year of service: five (5) days
- 1 year but less than 5 years of service: ten (10) days
- 5 years of service but less than 15 years of service: fifteen (15) days
- 15 years of service but less than 21 years of service: twenty (20) days
- 21 years: twenty-one (21) days
- 22 years: twenty-two (22) days
- 23 years: twenty-three (23) days
- 24 years: twenty-four (24) days
- 25 years or more of service: twenty-five (25) days
- Plus 1 day per year for medical visit

**SICK LEAVE:**
10 days after one year worked. Unused sick days to be paid in cash.
(Local #32 B/J )