

Gateway Development Commission  
Regular Meeting of the Board  
Held Via Teleconference

October 11, 2024

MINUTES

The following Commissioners were present:

**NEW JERSEY**

Balpreet Grewal-Virk, Co-Chair  
Janine Bauer  
Amy Rosen

**NEW YORK**

Alicia Glen, Co-Chair  
Jamey Barbas  
Marie Therese Dominguez

**AMTRAK**

Anthony R. Coscia, Vice Chair

**I. Call to Order**

The public meeting was called to order by Co-Chair Grewal-Virk at approximately 12:00 PM.

Co-Chair Grewal-Virk advised that public comments were being solicited virtually and audio of the meeting was being live streamed from the Gateway Program website.

Co-Chair Grewal-Virk noted that the Commission was continuing to solicit virtual comments, and that a form for soliciting these comments was posted on the Gateway Program website for those who wished to submit a comment for today's meeting.

Acting Secretary Anderson conducted a roll call and confirmed that all Commissioners were present, and that there was a quorum.

Acting Secretary Anderson stated that adequate notice of today's public meeting of the Board of Commissioners of the Commission had been provided in accordance with the Commission's enabling legislation.

**II. Report on Minutes of the August 28, 2024 Meeting**

Acting Secretary Anderson reported that copies of the Minutes of the meeting of August 28, 2024 were delivered in electronic form to the Governors of New York and New Jersey on August 28, 2024, and that the time for action by the Governors of New York and New Jersey expired at midnight on September 12, 2024, at which time the actions recorded in the Minutes went into full force and effect.

**III. Gateway Program Update**

A time lapse video was presented by the Commission's Chief of Public Outreach, Stephen Sigmund. The Commission's Chief Executive Officer, Kris Kolluri, provided an update on the Gateway Program. The Commission's Acting Chief Technical Officer, Hamed Nejad, provided a technical update. The Commission's Chief Financial Officer, Patrick McCoy, provided a financial update.

Following the presentation, Co-Chair Grewal-Virk thanked Mr. Kolluri, Mr. Nejad, and Mr. McCoy for the update, and there were no questions or comments from the Board.

**IV. Public Comments**

Co-Chair Grewal-Virk announced that the Commission had solicited virtual comments from the public in advance of, and during, today’s meeting. She indicated that a form for soliciting these comments was posted to the Gateway Program website and was available throughout today’s meeting.

There were three (3) written comments received by 5:00 PM on October 10, 2024:

<b>Commenter</b>	<b>Topic</b>
Robert Briant, Utility & Transportation Association of New Jersey	Package 3 NJ Surface Alignment
Sophie Cappello, Regional Plan Association/ Build Gateway Now Coalition	Hudson Tunnel Project
Mike Sidani, Michael Baker International	Package 3 NJ Surface Alignment

Co-Chair Grewal-Virk noted that all written comments received by 5:00 p.m. on October 10, 2024 before the meeting were distributed to the Board, posted on the Gateway Program website, and would be filed in the Commission’s records after the meeting.

There were two (2) written comments received on the day of the meeting:

<b>Commenter</b>	<b>Topic</b>
Samuel Turvey, ReThinkNYC	Hudson Tunnel Project
Eric Jeter, A.C.T Abatement Corporation	Hudson Tunnel Project

**V. Action Items**

**#1024-01: Authorization of Award of Contracts GDC-24-017-OP-1, GDC24-017-OP-2, GDC24-017-OP-3, GDC24-017-OP-4, GDC24-017-OP-5, GDC24-017-OP-6 AND GDC24-017-OP-7 For Legal Services to Support the Hudson Tunnel Project**

The Board acted on this referenced action item, enclosed herewith. Commissioners did not have any comments on this Resolution. Commissioner Bauer made a motion, and Commissioner Barbas seconded the motion. The roll call vote is referenced in the attached Resolution.

**#1024-02: Authorization to Increase the Not-To-Exceed Amount for the Contract with Ernst & Young Infrastructure Advisors, LLC (No. MCP18-002)**

The Board acted on this referenced action item, enclosed herewith. Commissioners did not have any comments on this Resolution. Commissioner Bauer made a motion, and Commissioner Rosen seconded the motion. The roll call vote is referenced in the attached Resolution.

**#1024-03: Hudson Tunnel Project – Manhattan Tunnel Project – Authorization to Enter Into and Execute Manhattan Tunnel Project Labor Agreement**

The Board acted on this referenced action item, enclosed herewith. Commissioners did not have any comments on this Resolution. Commissioner Barbas made a motion, and Commissioner Dominguez seconded the motion. The roll call vote is referenced in the attached Resolution.

**VI. Adjournment**

Co-Chair Grewal-Virk noted that there was no further business to conduct, and then motioned to adjourn the meeting. Upon the motion being duly made by Co-Chair Grewal-Virk and seconded by Commissioner Dominguez, the meeting was adjourned at approximately 12:21 PM.

Respectfully submitted,

/s/ Maria C. Anderson  
Maria C. Anderson, Acting Secretary

**#1024-01: AUTHORIZATION OF AWARD OF CONTRACTS GDC-24-017-OP-1, GDC24-017-OP-2, GDC24-017-OP-3, GDC24-017-OP-4, GDC24-017-OP-5, GDC24-017-OP-6 AND GDC24-017-OP-7 FOR LEGAL SERVICES TO SUPPORT THE HUDSON TUNNEL PROJECT**

To help ensure the functionality of intercity and commuter rail infrastructure between the State of New Jersey (“**New Jersey**”) and the State of New York (“**New York**”) and throughout the Northeast Corridor (the “**NEC**”), New Jersey and New York created the Gateway Development Commission (“**GDC**”) through the enactment of parallel legislation by each state codified as the Gateway Development Commission Act (2019 N.Y. Laws, Ch. 108 and N.J.S.A. 32:36-1, et seq.) (collectively, the “**GDC Act**”).

The GDC Act empowers the Commission to "enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will Facilitate the Project, including, without limitation, with the federal government, the state of New Jersey, any local government thereof, the state of New York, with any local government thereof, with any agency, instrumentality, department, commission or authority of any one or more of the foregoing, any bi-state agency, Amtrak, any individual or private firm, entity or corporation, or with any one or more of them." 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

Section 3.06 of the GDC Bylaws provides that “[t]he Board may delegate in whole or in part any power, authority, discretion or obligation to any Officer, in each case to the extent to which the Board deems appropriate.”

In April 2024, a federally compliant Request for Proposals (“**RFP**”) No. GDC-24-017-OP was issued by GDC soliciting proposals from entities interested in providing professional legal services (“**Legal Services**”) to support the Hudson Tunnel Project (“**HTP**”). Proposals were received from fifteen (15) responsive and responsible firms. The proposals were reviewed by an evaluation panel consisting of representatives of GDC, New York, and Amtrak (collectively, “**Evaluation Panel**”). The Evaluation Panel recommended eight (8) firms to be awarded through a competitive evaluation and, when notified, one proposal was withdrawn. Thereafter GDC undertook the negotiation of price with each firm. The initial term of Contract GDC-24-017-OP is three (3) years ending in 2027 (“**Term**”), and thereafter, GDC has the option to extend the term for up to two (2) one (1) year extensions which, if elected, will end the term in 2029 (“**Renewal Term**”).

Under GDC Board Resolution 1223-01 approved on December 11, 2023, the GDC CEO was authorized to expend, in the normal course of business, the funds necessary to meet GDC’s obligations, in accordance with the final annual Operating and Capital Budget for Fiscal Year 2024.

Pursuant to the foregoing report, the following resolution was adopted, with Commissioners [INSERT NAMES HERE] voting in favor, and Commissioners [INSERT NAMES HERE] voting against:

**RESOLVED**, that the GDC Chief Executive Officer, Chief Administrative Officer or Senior Director of Procurement is authorized to enter into and execute Contracts GDC24-017-OP-1, GDC24-017-OP-2, GDC24-017-OP-3, GDC24-017-OP-4, GDC24-017-OP-5, GDC24-017-OP-6 and GDC24-017-OP-7, respectively, with Duane Morris, LLP, Gibbons PC, Hardwick Law Firm, LLC, Mayer Brown, LLP, McManimon Scotland and Baumann, LLC, Orrick, Herrington & Sutcliffe, LLP, and Proskauer Rose, LLP (collectively “Law Firm Group”).

**RESOLVED**, that the GDC Chief Executive Officer, is authorized to delegate, in writing, the authority to authorize, approve, create, amend, manage, and/or terminate any aspect of Contracts GDC24-017-OP-1, GDC24-017-OP-2, GDC24-017-OP-3, GDC24-017-OP-4, GDC24-017-OP-5, GDC24-017-OP-6 and GDC24-017-OP-7 and execute such documents as may be required to the General Counsel, or other officers or employees of GDC provided that the Chief Executive Officer provides notice in writing to the Co-Chairs and Vice Chair of the Board of such delegation and any delegations of authority having occurred prior hereto are hereby ratified.

**RESOLVED**, that the GDC Chief Executive Officer, or their designee, including the General Counsel, may assign the work to be performed by the Law Firm Group not to exceed the amount for the use of outside counsel included in the annual GDC operating budget approved by the Board, and any assignments having occurred prior hereto are hereby ratified.

**RESOLVED**, that the GDC Chief Executive Officer or designee may enter into and execute any agreements and other documents on behalf of GDC in connection with Contracts GDC24-017-OP-1, GDC24-017-OP-2, GDC24-017-OP-3, GDC24-017-OP-4, GDC24-017-OP-5, GDC24-017-OP-6 and GDC24-017-OP-7 in their discretion.

**RESOLVED**, that the GDC Chief Executive Officer is authorized to settle all claims by or against GDC arising out of Contracts GDC24-017-OP-1, GDC24-017-OP-2, GDC24-017-OP-3, GDC24-017-OP-4, GDC24-017-OP-5, GDC24-017-OP-6 and GDC24-017-OP-7 where the total payment or amount of the claim is not in excess of \$500,000. Claims against GDC shall include claims against individuals for which GDC would be responsible under Article VII of GDC’s Bylaws (“Defense and Indemnification of Individuals”); provided, however, that in the case of claims against individuals for which GDC would be responsible under said Article VII which are covered by insurance purchased by or on behalf of such individuals, GDC shall pay such claims only to the extent that they are in excess of the amount for which insurance carriers are responsible.

*Adopted 10/11/2024*

**#1024-02: AUTHORIZATION TO INCREASE THE NOT-TO EXCEED AMOUNT FOR CONTRACT WITH ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC (NO. MCP-18-002)**

In 2018, the Port Authority of New York & New Jersey (the “**Port Authority**”) issued a Request for Proposals on behalf of the Gateway Program Development Corporation (“**GPDC**”), seeking to procure one or more Financial Advisor(s) to assist GPDC with project development activities related to the Hudson Tunnel Project (“**HTP**”). Ernst & Young Infrastructure Advisors, LLC was selected after a competitive procurement process based on the firm’s qualifications and experience, technical approach, and cost analysis, and a contract (P.A. Agreement No. MCP-18-002) was executed on December 18, 2018 (the “**EY Contract**”). The EY Contract had a not-to-exceed amount of \$8,100,000.00, and an initial term of three years, which could be extended for three additional one-year periods (“**Option Periods**”). The Port Authority subsequently exercised the first and second extensions of the EY Contract.

To help ensure the functionality of intercity and commuter rail infrastructure between New Jersey and New York and throughout the Northeast Corridor (the “**NEC**”), the State of New Jersey (“**New Jersey**”) and the State of New York (“**New York**”) created the Gateway Development Commission (“**GDC**”) through the enactment of parallel legislation by each state codified as the Gateway Development Commission Act (2019 N.Y. Laws, Ch. 108 and N.J.S.A. 32:36-1, et seq.) (collectively, the “**GDC Act**”). GDC has assumed all responsibilities from GPDC for advancing the HTP.

The GDC Act empowers the Commission to “enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will Facilitate the Project, including, without limitation, with ... any individual or private firm, entity or corporation, or with any one or more of them.” 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

Section 3.06 of the GDC Bylaws provides that “[t]he Board may delegate in whole or in part any power, authority, discretion or obligation to any Officer, in each case to the extent to which the Board deems appropriate.” By Resolution dated September 13, 2022, the Board delegated to the GDC CEO certain authorities, including the authority to approve contracts with a value not in excess of \$300,000 and to carry out the Commission’s procurement processes in accordance with the Board-adopted Procurement Guidelines (“**Resolution No. 0922-02**”). Resolution No. 0922-02 also authorized the GDC CEO to further delegate these authorities to another officer or employee of GDC, which the GDC CEO so delegated to the GDC Senior Director, Procurement.

On June 7, 2023, GDC and GPDC entered into an Assignment and Assumption Agreement whereby GPDC assigned all interests in certain agreements, including the EY Contract, to GDC pursuant to Section II.G.3 of GDC’s Procurement Guidelines.

Prior to the expiration of the second extension of the EY Contract on December 17, 2023, pursuant to GDC’s Procurement Guidelines and Resolution No. 0922-02, GDC and the Port Authority entered into an Assignment Agreement, whereby the Port Authority assigned its interests in the EY Contract to GDC.

Pursuant to Resolution No. 0922-02, following the execution of the Assignment Agreement, the GDC Chief Executive Officer or the GDC Senior Director, Procurement exercised the third and final option period in the EY Contract pursuant to Section 2 thereof, covering the time period of December 18, 2023 through December 17, 2024.

Pursuant to Resolution 1223-02, GDC Chief Executive Officer or the GDC Senior Director, Procurement were authorized to take any and all actions to authorize an increase in the EY Contract by an

*Adopted 10/11/2024*

additional \$3,255,000.00, inclusive of costs and expenses, and to take all other steps necessary to comply with the terms and conditions of the EY Contract. The continuation of services of EY through December 17, 2024 will require additional funding under the EY Contract beyond the not-to-exceed amount approved by Resolution 1223-02.

Pursuant to the foregoing report, the following resolution was adopted, with Commissioners [INSERT NAMES HERE] voting in favor, and Commissioners [INSERT NAMES HERE] voting against:

**RESOLVED**, that the GDC Chief Executive Officer or designee is authorized to take any and all actions consistent with this resolution, and to authorize an increase in the EY Contract by an additional \$1,870,000.00, inclusive of costs and expenses, and to take all other steps necessary to comply with the terms and conditions of the EY Contract.

**#1024-03: HUDSON TUNNEL PROJECT – MANHATTAN TUNNEL PROJECT – AUTHORIZATION TO EXECUTE LABOR AGREEMENTS**

The Hudson Tunnel Project will improve resiliency, reliability, and redundancy for the busiest section of the Northeast Corridor (“NEC”) – the busiest passenger rail line in the United States. The Hudson Tunnel Project (“HTP”), for funding and financing purposes, includes the construction of a new Hudson River Tunnel between New York and New Jersey, and the rehabilitation of the existing 112-year-old North River Tunnel under the Hudson River.

The Hudson River Ground Stabilization Project (“HRGS”) is an early works project part of the Hudson Tunnel Project. HRGS involves ground improvement in the Hudson River to strengthen the riverbed to facilitate future Hudson River Tunnel design and construction requirements.

The Gateway Development Commission (the “Commission”) is a public and government sponsored authority established by bi-state legislation (the “GDC Act”) in July 2019. The Commission is serving as the NEPA Project Sponsor and federal grant recipient for the Hudson Tunnel Project.

The GDC Act empowers the Commission to “enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will Facilitate the Project, including, without limitation, with the federal government, the state of New Jersey, any local government thereof, the state of New York, with any local government thereof, with any agency, instrumentality, department, commission or authority of any one or more of the foregoing, any bi-state agency, Amtrak, any individual or private firm, entity or corporation, or with any one or more of them.” 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

The GDC Act further empowers the Commission to “utilize the existing labor force in the states and foster labor harmony in allowing for adoption of efficient labor work rules and practices during construction of the Project.” 2019 N.Y. Laws, Ch. 108, Section 7(q); N.J.S.A. § 32:36-8(q).

A project labor agreement is a pre-hire collective bargaining agreement that establishes the terms and conditions of employment for a project.

The Project Development Agreement for the Hudson Tunnel Project (the “PDA”), a foundational agreement between the States of New Jersey and New York, Amtrak, and the Commission regarding delivery of the Hudson Tunnel Project, provides, at Article IV, Section 4.01(b), that the Commission shall “engage with labor constituencies and lead the development and negotiation of applicable project labor agreement(s)” for the Hudson Tunnel Project.

The Commission has engaged, via its outside counsel, a consultant to conduct a study to determine that it is the Commission’s interest to negotiate and execute project labor agreements for Manhattan Tunnel based on considerations such as the impact of delay, the possibility of cost savings advantages, and the promotion of labor harmony are best met by requiring a project labor agreement. The labor study recommends that the Commission negotiate and execute project labor agreements for Manhattan Tunnel.

Based on the conclusions in this study, the Commission and the unions representing the trades who will perform work on Manhattan Tunnel (the “Parties”) have engaged in negotiations regarding the terms and conditions of employment for Manhattan Tunnel.



*Adopted 10/11/24*

The terms the Parties have negotiated are memorialized in the Project Memorandum of Agreement between the Commission and the District Council of New York and Vicinity of the Union Brotherhood of Carpenters and Joiners of America, Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 40 of Bridge, Structural Ornamental, and Reinforcing Iron Workers, AFL-CIO, Building, Concrete, Excavating & Common Laborers Local No. 731, Operative Plasterers' and Cement Masons' International Association Local 780, and Teamsters, Local Union No. 282, which is attached hereto as "Exhibit A", and the Memorandum of Understanding between the Commission and the International Union of Operating Engineers Local 14-14B, AFL-CIO and Local 15, 15A, 15C, 15D, 15G & 15H, AFL-CIO, which is attached hereto as "Exhibit B," the Memorandum of Understanding between the Commission and Laborers' International Union of North America, Laborers' Local Union No. 147 which is attached hereto as "Exhibit C," and the Memorandum of Understanding between the Commission and District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America which is attached hereto as "Exhibit D," (collectively, the "Labor Agreements").

Pursuant to the foregoing report, the following resolutions were adopted, with Commissioners [INSERT NAMES HERE] voting in favor, and Commissioners [INSERT NAMES HERE] voting against:

**RESOLVED**, that the GDC Chief Executive Officer and designee are authorized to take any and all actions consistent with this resolution, and to make, execute and deliver in the name and on behalf of GDC the attached copies of the Labor Agreements, and to take all other steps necessary to comply with the terms and conditions of the Labor Agreements, including enforcing the terms of the Labor Agreements as may be required, including but not limited to, initiating arbitration procedures as specified in the Labor Agreements.

**EXHIBIT A**

PROJECT MEMORANDUM OF AGREEMENT  
FOR THE  
MANHATTAN TUNNEL PROJECT  
AGREEMENT BETWEEN  
GATEWAY DEVELOPMENT COMMISSION  
AND  
THE DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNION  
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,  
LOCAL UNION NO. 3 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO,  
LOCAL UNION NO. 40 OF BRIDGE, STRUCTURAL ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-  
CIO,  
BUILDING, CONCRETE, EXCAVATING & COMMON LABORERS LOCAL NO. 731,  
OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION LOCAL 780 and  
TEAMSTERS, LOCAL UNION NO. 282

PROJECT MEMORANDUM OF AGREEMENT  
FOR THE

MANHATTAN TUNNEL PROJECT

AGREEMENT BETWEEN

GATEWAY DEVELOPMENT COMMISSION

AND

THE DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED  
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,

LOCAL UNION NO. 3 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
AFL-CIO,

LOCAL UNION NO. 40 OF BRIDGE, STRUCTURAL ORNAMENTAL AND  
REINFORCING IRON WORKERS, AFL-CIO,

BUILDING, CONCRETE, EXCAVATING & COMMON LABORERS LOCAL NO. 731,

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL  
ASSOCIATION LOCAL 780, and

TEAMSTERS, LOCAL UNION NO. 282

**PROJECT MEMORANDUM OF AGREEMENT**

**PREAMBLE**

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into this \_\_\_ day of June, 2024 by and between the Gateway Development Commission (“GDC”) and the District Council of New York and Vicinity of the Union Brotherhood of Carpenters and Joiners of America, Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO, Local Union Nos. 40 of Bridge, Structural Ornamental, and Reinforcing Iron Workers, AFL-CIO, Building, Concrete, Excavating & Common Laborers Local No. 731, Operative Plasterers’ and Cement Masons’ International Association, Local 780, and Teamsters, Local Union No. 282 (“Unions”).

**WHEREAS**, GDC is engaged in a project known as the “Manhattan Tunnel Project” (also referred to as the “Manhattan Tunnel” or “Project”) which is a part of a larger construction plan known as the Hudson Tunnel Project that will be awarded as a design-build contract to a contractor pursuant to GDC’s procurement process (“Design-Build Contractor”).

**WHEREAS**, GDC desires to provide for the cost efficient, safe, quality, and timely completion of the Project;

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

- (1) expediting the construction process and otherwise minimizing disruption to the Project;
- (2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the Project;
- (2) standardizing certain terms and conditions governing the employment of labor on the Project;
- (3) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

- (4) ensuring a reliable source of skilled and experienced labor;
- (6) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner consistent with this agreement;
- (7) maximizing Project safety conditions for both workers and others; and

**WHEREAS**, the Unions and their members desire to assist GDC in meeting these operational needs and objectives as well as to provide for the stability, security and work opportunities which are afforded by this Agreement.

**NOW, THEREFORE**, it is agreed in consideration for the mutual promises and covenants made herein as follows:

#### **ARTICLE 1 PARTIES TO THE AGREEMENT**

1. This Agreement is entered into by and among GDC and the Unions.
  2. GDC and the Unions each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.
- The Parties hereby agree that the recitals set forth above are incorporated herein by reference and made a part of this Agreement.

#### **ARTICLE 2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

1. This Agreement shall not become effective unless each of the following conditions are met: (a) the Agreement is signed by GDC, and (b) the Agreement is signed by each of the Unions.
2. No contractor working on the Project is or will be obligated to sign or otherwise become a party to any local, area, national or other agreement, including the local Collective Bargaining Agreements appended hereto and referred to herein as Schedule A (see Index at Exhibit “3” below), except as may be required as a condition of performing work within the scope of this Agreement. The term “Contractor” shall include any Construction Manager, General

Contractor, Design-Build Contractor, and all other contractors and subcontractors of all tiers engaged in Project Work as defined in Article 5.

**ARTICLE 3 SUPREMACY CLAUSE**

1. This Agreement, together with the Schedule A Agreements, represents the complete understanding of all parties bound by this Agreement and supersedes any national agreement, local agreement, or other collective bargaining agreement of any type.

2. Schedule A Agreements are those collective bargaining agreements of the Unions identified in the attached Schedule A that are appropriate for both the geographical area of the Project for the type of work being performed on the Project.

3. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A Agreement, the provisions of this Agreement shall prevail. Where this Agreement is silent on a subject, the applicable Schedule A Agreement shall govern. In interpreting this Section, the terms of this Agreement shall be given broad interpretation to ensure that the objectives of this Agreement are achieved. Any dispute arising between the Parties to this Agreement pertaining to this Project, including disputes as to the application and/or interpretation of this Agreement's Supremacy Clause and whether a Schedule A Agreement has been superseded by this Agreement, shall be resolved according to the Arbitration provision set forth in this Agreement exclusively and not pursuant to the grievance or arbitration provisions of a Schedule A Agreement.

4. The liability of GDC and the liability of any Union under this Agreement shall be several and not joint.

5. The Unions agree that this Agreement will be made available to, and will fully apply to, any Contractor performing work for the Project and all Contractors performing Project Work (as defined below) shall be required to sign a Letter of Assent (“LOA”) attached hereto as

Exhibit “1”, without regard to whether that Contractor performs work at other sites on either a union or nonunion basis, and without regard to whether employees of such Contractor are, or are not, members of any unions. Contractors shall acknowledge the application of this Agreement to this Project by executing a LOA. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of Project Work, as defined in Article 5.

#### **ARTICLE 4 WORK PRESERVATION & SUBCONTRACTING**

GDC will not award Project Work to a contractor of any tier and, further, Contractors will not subcontract Project Work except to a person, firm or corporation which is or agrees to become party to this Agreement pursuant to execution of a LOA.

#### **ARTICLE 5 SCOPE OF THIS AGREEMENT**

1. This Agreement shall apply to all Project work described in Exhibit “2” (“Project Work”).

2. The site of Project Work (per the technical definition by GDC) shall include Block 675, Lot 1, and all areas between West 34th Street and West 24<sup>th</sup> Street. The site of Project Work, however, shall not include any area within the aforementioned boundaries east of 10<sup>th</sup> Avenue. All work performed beyond these geographic boundaries, including but not limited to any fabrication, production, or preparation of materials or equipment beyond these geographic boundaries shall be deemed off-site work. Notwithstanding the immediately preceding sentence, the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America shall perform covered work at all staging areas related to the Project.

3. It is understood that GDC has sole discretion at any time to eliminate, terminate, delay or suspend Project Work, in whole or in part, without recourse by the Unions, provided that if such Project Work is re-bid, re-awarded, and/or resumed it shall be governed by this

Agreement. Notwithstanding the above, it is agreed and understood among the Parties that Project Work may at any time be changed by GDC in its sole discretion and that the definition of Project Work is not a representation, warranty or guarantee by GDC that GDC will refrain from making such changes to the current plan for the Project. There shall be no claim for wages, fund contributions or other recourse against GDC or a contractor for Project Work removed from the scope of work by GDC, provided that such action is not a subterfuge to avoid the obligations of this Agreement and if the work is later re-commenced, such work is covered by this Agreement.

#### **ARTICLE 6 PRE-HIRE RECOGNITION**

All Contractors performing Project Work shall recognize the Unions as the sole and exclusive bargaining representatives of all craft employees the Contractor employs with respect to Project Work performed within the scope of the Unions' geographic and trade jurisdiction. This Agreement is a pre-hire collective bargaining agreement as described in Section 8(f) of the National Labor Relations Act ("NLRA") and shall not be deemed to create a recognition relationship under Section 9(a) of the NLRA, to require bargaining for a successor agreement, to bind the employer to a successor agreement, or to constitute a delegation of bargaining authority to any association, however, this provision does not eliminate any preexisting NLRA Section 9(a) collective bargaining relationship or bargaining rights delegation that may otherwise exist between a Contractor and a Union.

#### **ARTICLE 7 UNION REFERRAL, NON-DISCRIMINATION, DISADVANTAGED BUSINESS ENTERPRISES, LOCAL UNION REPRESENTATIVE, UNION VISITATION, AND SHOP STEWARDS**

1. The non-discrimination, local union representative, union visitation, and shop steward provisions of the Schedule A Agreements shall apply.



2. The Contractors agree to request, employ, and hire craft employees for Project Work through the job referral systems and hiring halls established in the Unions' Schedule A Agreements. Notwithstanding this, Contractors shall have the sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff; and the sole right to reject any applicant referred by a Union except the Steward as per the Schedule A Agreement. In the event that a Union does not fill any request for qualified employees within a 48-hour period after such request is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that a Union does not have a job referral system, the Contractor shall give the Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

2. A Contractor may request by name, and the Union will honor, referral of persons who have applied to the Union for Project Work ("Core Employees") and who meet the following qualifications:

- (i) possess any license required by New York State law for Project Work to be performed;
- (ii) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (iii) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

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

3. Project Work is being funded in part through the United States Department of Transportation (“U.S. DOT”). Guidelines from the Federal Transit Administration (“FTA”) require that the GDC, as a recipient of U.S. DOT funding, set an overall DBEs participation goal. GDC’s compliance with the DBEs participation goal is subject to auditing and monitoring by the FTA. Pursuant to this process, a DBEs goal of 12% is applicable to Project Work. The Unions are committed to utilize best efforts to assist GDC in reaching its DBEs goal for Project Work. In an effort to achieve this 12% DBEs goal, the Parties agree to the following:

A. The Unions shall provide the Design-Build Contractor a full list of DBEs contractors that are signatory to its Schedule A Agreement (“Signatory DBEs Contractors”). The Design-Build Contractor shall make good faith efforts to solicit proposals from Signatory DBEs Contractors. Any Signatory DBEs Contractors that are awarded contracts for Project Work shall sign a LOA and be bound by this Agreement. The value of such DBEs contracts shall count towards GDC’s 12% DBEs goal.

B. The Design-Build Contractor shall encourage all DBEs contractors that it engages to sign a LOA. A DBEs contractor with a prime contract or subcontract valued at five million dollars (\$5,000,000) or less, exclusive of change-orders, that is not a signatory to a Schedule A Agreement, but signs a LOA may request by name, and the Union will honor, referral of the second (2<sup>nd</sup>), fourth (4<sup>th</sup>), sixth (6<sup>th</sup>), and eighth (8<sup>th</sup>) Core Employee, who have applied to the Union for Project Work and who meet the following qualifications:

- (i) possess any license required by New York State law for Project Work to be performed;
- (ii) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (iii) were on the Contractor’s active payroll for at least 60 out of the 365 calendar days prior to the contract award.

All such work performed by a DBEs contractor under this subsection shall also count towards the GDC's DBEs goal of 12%.

C. In the event that the Design-Build Contractor cannot meet its DBEs goals through the provisions in (3)(A) and (3)(B) above, DBEs contractors that are not a signatory to a Schedule A Agreement, or any other collective bargaining agreement, or a LOA ("Non-Signatory DBEs Contractors") and are awarded a subcontract for Project Work valued at or under five million dollars (\$5,000,000), exclusive of change-orders, shall be excluded from coverage under this Agreement, and shall be excluded from the subcontracting restrictions of the Schedule A Agreements, provided that the Non-Signatory DBEs Contractor is qualified. Such qualified Non-Signatory DBEs Contractors performing Project Work under this exclusion shall be free to employ its core workforce and the Union shall not be deemed the NLRA 8(f) or 9(a) representative of those employees, unless the employees affirmatively designate a Union as such and choose to seek membership or representation in accordance with federal or state labor laws. Once the DBEs goals for Project Work are met, all further Project Work performed by DBEs contractors shall be covered by this Agreement. The Design-Build Contractor shall make good faith efforts towards equitable distribution of the DBEs exclusion across all trades to avoid disproportionate impact on any particular trade. It is expressly acknowledged that all Project Work performed under this DBEs exclusion is subject to the prevailing wage established for work of the kind performed.

4. Where a DBEs Contractor voluntarily enters into a collective bargaining agreement with a Union, the employees of such DBEs Contractor at the time the collective bargaining agreement is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

5. To the extent permitted by the Union referral systems, employees affiliated with a Union working for a DBEs Contractor under the terms of this Agreement may be requested by the DBEs Contractor by name to transfer with that DBEs Contractor to any other job governed by this Agreement.

### **ARTICLE 8 MANAGEMENT'S RIGHTS**

1. Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directive of GDC, including standard restrictions related to security and access to the Project Work site that are equally applicable to GDC, guests, or vendors; the discipline or discharge for just cause of its employees; assign and schedule work; implement a timekeeping system of their choosing; promulgate reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, GDC, and/or joint working efforts with other employees shall be permitted or observed.

2. There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless

of their source; provided, however, that where there is a Schedule A Agreement that includes a lawful union standards and practices clauses, then such clause as set forth in the Schedule A Agreement will be complied with, unless there is a lawful GDC specification (or specification issued by a Construction Manager which would be lawful if issued by the GDC directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule A Agreement provision. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not performed on the Project Worksite.

## **ARTICLE 9 WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1 NO PROHIBITED ACTIVITY OR LOCKOUTS**

There shall be no strikes, sympathy strikes, work stoppages, slowdowns, walkouts, picketing, handbilling, demonstrations or other disruptive activity of any kind (collectively, "Prohibited Activity") at the Project Work site for any reason by any Union or employee against any contractor or employer. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of Project Work or the objectives of GDC at any Project Work site. In addition, failure of any Union or employee to cross any picket line established by a union, signatory or non-signatory to this Agreement, or the picket or

demonstration line of any other organization, at or in immediate proximity to a Project Work site where the failure to cross disrupts or interferes with the operation of Project Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Project Work site by GDC or any Contractor.

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

A contractor may discharge any employee violating Article 9, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of at least 120 days.

### **SECTION 3 ARBITRATION OF DISCHARGES FOR VIOLATION**

1. Procedures contained in Article 12 shall not be applicable to any alleged violation of Article 9, with the single exception that an employee discharged for violation of Article 9 may have recourse to the procedures of Article 12 to determine only if the employee did, in fact, violate the provisions of Article 9, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

2. If GDC or any contractor contends that any Union or their employee has violated Article 9, it will notify the Union involved advising of such fact, with copies of the notification to the Unions and to any affected contractor. The Union shall instruct its members and shall otherwise use its best efforts to cause the employees to immediately cease and desist from any violation. The Unions shall request and otherwise use their best efforts to cause employees to immediately cease and desist from any violation of Article 9.

**SECTION 4 EXPEDITED ARBITRATION**

GDC or any contractor or Union alleging a violation of Article 9 may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought):

a) A party invoking this procedure shall notify Martin Scheinman or Howard Edelman, who shall be designated by a random selection process as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. If either Mr. Scheinman or Mr. Edelman should become incapacitated, the affected Union and GDC shall select an arbitrator pursuant to the rules of the American Arbitration Association unless otherwise agreed to by the affected Union and GDC. Copies of such notification will be simultaneously sent to the alleged violator.

b) The Arbitrator shall thereupon, after notice as to the time and place to the contractor(s), the Union(s) involved, and the GDC, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice.

c) All notices pursuant to this Article may be provided by email or confirmed overnight delivery, to the Arbitrator, GDC, Union(s) and contractor(s) involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case, and conduct their cross-examination) unless otherwise agreed. A failure of any

Union or contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

d) The sole issue at the hearing shall be whether a violation of Article 9 above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on GDC, Union(s) and contractor(s) involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages or modify the disciplinary action taken (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the pertinent LOA, the Award, and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the signatory Union(s), GDC and/or contractor(s) involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's award, GDC, the contractor(s) involved and Union(s) involved waive their right to a hearing and agree that such proceedings may be *ex parte*, provided notice is given to opposing counsel. Such agreement does not waive any Party's right to participate in a hearing for a final court order of enforcement, or in any contempt proceeding.

f) Any rights created by statute or law governing arbitration or injunction proceedings related to arbitrations enforcing this Agreement, which are inconsistent with the procedure set forth in this Article, or which interfere with compliance or prohibit enforcement of



an Award under this Article, are hereby waived by GDC, Contractors and Unions to whom they accrue.

g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor(s) and Union(s). Each party is otherwise responsible for their own legal costs and expenses, all as determined by the Arbitrator.

h) GDC is a party in interest in all proceedings arising under this Article and shall be sent contemporaneous copies of all notifications required by this Article, and, at its option, may participate as a full party in any proceeding initiated under this Article. Notwithstanding this provision, no remedy may be issued against GDC.

i) If the Arbitrator determines that a violation has occurred, the respondent Union(s) shall, within four (4) hours of receipt of the award, direct all the employees they represent on the Project to immediately cease the violation.

### **ARTICLE 10 GRIEVANCE AND ARBITRATION**

1. It is specifically agreed that in the event of any disputes arising out of the interpretation of this Agreement or any other labor agreement applicable to this Project (excluding jurisdictional claims, which shall be resolved in accordance with Article 11, and claims pertaining to violation of Article 9) shall be settled by means of the procedures set forth in this Article. No such grievance shall be recognized unless called to the attention of the Contractor by the Union or to the attention of the Union by the Contractor within ten (10) calendar days after the alleged violation was committed, or within ten (10) calendar days of the first knowledge of the facts giving rise to the grievances.

2. Grievances shall be settled in accordance with the following procedure

(a) **Step 1.** The dispute shall be referred, in writing, to the Business Representative of the

- Union involved or their designated representative, the Contractor/employer superintendent and/or the Contractor/employer's representative at the Project.
- (b) **Step 2.** In the event that the Business Representative of the involved Unions and the contractor/employer superintendent and/or the Contractor/employer's representative at the Project cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter will be referred, in writing, to the Union Representative and the Labor Relations Representative of the responsible contractor/employer.
- (c) **Step 3.** In the event that the Union Representative and the Labor Relations Representative of the responsible Contractor/employer are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, the grieving party may submit the specific issue, in writing with all issues of contention specified, to Arbitration with notice to the Design Build Contractor, any other Contractor involved and GDC. Expenses incurred in arbitration shall be borne equally by the Union and the contractor involved and the decision of the arbitrator shall be final and binding on both parties, provided, however that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way.
- (d) Unless the grievance is raised, served in writing, referred, appealed and submitted to arbitration within the time limit that each stage sets forth in this Agreement, it shall be deemed waived and the matter shall be deemed closed. The Contractor/employer's failure to respond to a grievance within the specified time limit shall be deemed a denial requiring the grievant to timely proceed to the next step. Time limits may only be extended by the written consent of the Design Build Contractor, any other Contractor involved and the involved Union(s).

- (e) The Arbitrator's authority shall be limited to the interpretation and application of the express terms of this Agreement. The Arbitrator shall not have the authority to restrict any right that is reserved to management or to add or subtract from, or to amend or modify this Agreement. The Arbitrator's jurisdiction is limited to the scope of this Agreement and does not extend to any other Project Labor Agreement(s) for the Hudson Tunnel Project, or project scopes. In the event of a default or other failure by the Union to timely and efficiently proceed during Arbitration, the Arbitrator may, after written notice, dismiss the grievance with prejudice. An Arbitration award rendered under this Agreement shall not have precedential effect on any other project nor on the interpretation or application of the terms of a Schedule A contract, except as applicable to Project Work.
- (f) Design Build Contractor shall be notified by the involved Contractor of all actions at Steps 2 and at arbitration and, further, Design Build Contractor shall, upon its own request, be permitted to participate fully in all proceedings at such steps.
- (g) The parties designate Martin Scheinman and Howard Edelman as Arbitrators who shall serve alternatively as grievances arise, in that order. In the event that neither is available to serve, the Design Build Contractor or its representative shall select an alternative from a list of Labor Arbitrators through the American Arbitration Association.
- (h) Both the GDC and the Design Build Contractor (even if it is not an involved employer) shall be provided with written notice of each step of the grievance process and may intervene at any step, including in an action to enforce or vacate an arbitration award, and be heard as a party in interest. Notwithstanding this provision, no remedy may be issued

against GDC unless available under law. The Arbitrator's fee will be split equally among the directly involved Contractor and the pertinent Union.

**ARTICLE 11 ASSIGNMENTS/RESOLUTION OF DISPUTES**

1. Contractors shall conduct a pre-job meeting for the purpose of discussing the scope and schedule of the work and intended work assignments. Except in emergency situations, final work assignments shall be made in writing no later than ten (10) days prior to the start of work.

2. Contractors of whatever tier working under the terms of this Agreement are required to notify the Unions of the time, date and place of the pre-job meeting. The Unions will then notify all of the local unions of the specifics of the pre-job meeting to ensure that all Unions have the opportunity to be in attendance and make their respective jurisdictional claims.

3. The procedures of the New York Plan for the Settlement of Jurisdictional Disputes (“New York Plan”) shall apply to the settlement of all jurisdictional disputes involving Project Work. All Contractors on this Project agree to assign work in accordance with and be bound to the terms and conditions of the New York Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. All jurisdictional questions between or among the parties to this agreement will be settled in accordance with the procedural rules and regulations of the New York Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor plan, and all Unions agree that the assignments of the contractor(s) shall be followed until the jurisdictional question is resolved in accordance with this Section.

4. There will be no Prohibited Activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the contractor. Article 9 applies to jurisdictional strikes in violation of this

Agreement.

5. New York Plan jurisdictional awards shall be final and binding on the disputing Unions and the involved Contractor on this Project only and may be enforced in New York Courts with competent jurisdiction (state or federal).

#### **ARTICLE 12 DURATION**

This Agreement applies to Project Work until GDC has issued a Certificate of Substantial Completion, and the Design Build Contractor achieves substantial completion, once the Design Build Contractor satisfies all of the substantial completion conditions required for the Project as defined in the Design Build Contract for the Project. Following GDC's issuance of a Certificate of Substantial Completion, this Agreement will have no further force of effect and shall terminate.

#### **ARTICLE 13 EXTENSION OF AREA CONTRACTS**

1. The provisions of Article 9 (no-strikes-no-lockouts) above shall apply for the duration of this Agreement notwithstanding the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project under terms and conditions set forth in this Agreement and as required by applicable prevailing wage law.

2. The Schedule A Agreements shall continue in full force and effect until the contractor and/or Union parties to the Schedule A Agreements notify GDC in writing of the agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates. There shall be no violation of Article 9 or any other provisions of this

Agreement during the course of such negotiations. Any disputes regarding application to this Project shall be resolved through the Arbitration provisions of this Agreement.

3. It is agreed that any provisions negotiated into the Schedule A Agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements. Any disputes concerning this Section shall be subject exclusively to the Arbitration provisions of this Agreement, nor shall any such provision be recognized or applied by the Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

#### **ARTICLE 14 – WAGES AND BENEFITS**

1. All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws and the applicable Schedule A Agreements.

2. The Contractor agrees to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated in the applicable Schedule A Agreements (in the appropriate Schedule A Agreement amounts). The Contractors agree to be bound by the written terms and policies of the legally established jointly trustee Trust Funds with respect to Project Work performed for those employees to whom this Agreement applies.

#### **ARTICLE 15 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

1. The standard work week shall consist of forty (40) hours of work at straight time rates, Monday through Friday, eight (8) hours per day, plus one-half (½) hour unpaid lunch period. Notwithstanding any other provision of this Agreement, a Contractor may schedule shifts as

permitted by any requirements of the Manhattan Tunnel Project final environment impact statement and permit requirements, including, without limitation, a work week that includes twelve (12) hour shifts; or a four (4) day work week (“4/10s”), ten (10) hours per day at straight time rates, plus one half (½) hour unpaid lunch.

2. Saturday Work. The Contractor may schedule a Saturday workday and such time shall be scheduled and paid at time and one half (1 ½).

3. Make-Up Day. When conditions beyond the control of a Contractor, such as severe weather, power failure, fire, or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, on a craft-by-craft basis, schedule another weekday or Saturday (where on 4/10s) or schedule Saturday (where on 5/8s) during that calendar week in which a workday was lost, at straight time pay provided it does not actually constitute overtime for the employees, as set forth in Section 6 below. With respect to Local Union No. 40 of Bridge, Structural Ornamental, and Reinforcing Iron Workers, AFL-CIO, the Schedule A shall control make-up day scheduling and pay. With respect to the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, all Schedule A make-up day provisions shall control.

4. In accordance with project needs, there shall be flexible start times with advance notice from contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m., and shall end between the hours of 2:30 and 5:30 for an eight (8) hour day and up to 7:30pm for a ten (10) hour day. The Second/Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by GDC’s phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by GDC’s phasing plans on specific projects. Subject

to the foregoing, starting and quitting times shall occur at the Project Work site designated by the contractor. Each shift shall have a working Shop Steward.

5. Notice - Contractors shall provide not less than five (5) days prior notice to the Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

6. Overtime shall be paid for any work (i) over an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s is scheduled or work over ten (10) hours in a day where 4/10s is scheduled, and (ii) over forty (40) hours in a week. Overtime shall be paid at time and one half (1½) Monday through Saturday. Overtime for any work performed on Sunday shall be paid at the rate set forth in the applicable Schedule A Agreement There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees to work overtime, including the use of employees, other than those who have worked the regular or scheduled work week, at the rates in the applicable Schedule A Agreements. The Contractor shall have the right to schedule work so as to minimize overtime, or schedule overtime as to some, but not all, of the crafts, or whether or not to schedule overtime of a continuous nature. With respect to the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, the Shop Steward shall have the right of first refusal.

7. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions. It is not necessary to work a day shift in order to schedule a second shift or third shift, or to schedule all of the crafts when only certain crafts or employees are



needed. Shifts must be scheduled with not less than five workdays' notice to the Union or such lesser notice as may be mutually agreed upon.

8. Second and/or Third Shifts – All employees who perform work on a second or third shift shall be paid a 10% shift differential, or the shift differential set forth in the applicable Schedule A Agreement, whichever is lower.

9. Holidays - There shall be only nine (9) recognized/observed holidays for Project Work:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         |                  |
| Martin Luther King Day | President's Day  |
| Memorial Day           | Veteran's Day    |
| Labor Day              | Thanksgiving Day |
| Independence Day       | Christmas Day    |

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday. Regular holiday pay, if any, for work performed on the nine recognized holidays shall be in accordance with the applicable Schedule A Agreement for work performed on a holiday, even where the holiday differs from those recognized in the Schedule A Agreements.

10. A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the Project Work site available for work, employees will be paid for that time at their hourly rate of pay.

**ARTICLE 16 APPRENTICES**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor (“NYSDOL”) or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A Agreements Agreement. Should a contractor request that apprentices be provided for Project Work, the referring Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL. The Unions shall use good faith efforts to make apprentices available on Project Work upon request by contractors and within the limits specified by the NYSDOL, the Parties will continue to engage in all reasonable efforts to improve the utilization of apprentices on Project Work.

**ARTICLE 17 MANAGED CARE AND ALTERNATIVE DISPUTE RESOLUTION PROGRAM FOR OCCUPATIONAL INJURIES AND DISEASES**

GDC, the contractors and the Unions recognize the benefit of providing employees who incur compensable injuries or suffer occupational diseases as defined in the New York State Workers’ Compensation Law and any other applicable law with improved access to quality medical care, and to reduce the frequency and extent of disputes regarding benefit entitlement. A system for medical care delivery, including, without limitation, utilizing a Preferred Provider

Organization (“PPO”), and for benefit entitlement dispute resolution of such injuries and diseases of (“Managed Care/ADR Program”), will be designed and participation in the Managed Care/ADR Program will be mandatory. The terms of the Managed Care/ADR Program will be memorialized and, upon agreement of the parties, attached to this Agreement as Exhibit “4.”

### **ARTICLE 18 PROJECT LOGISTICS**

GDC, the contractors and the Unions recognize the Project is a package of the larger construction plan known as the Hudson Tunnel Project that contemplates construction in both the State of New York and New Jersey. It is agreed by all parties that the Project worksite is in the State of New York and this Agreement and the Schedule A Agreements exclusively govern the Project. Staging and/or administrative sites (including barging of equipment) for the Project located outside of New York shall be considered an extension of the Project Worksite and within the State of New York for jurisdictional purposes. Should any dispute arise regarding these issues, such a dispute will be resolved in conformity with Article 10.

### **ARTICLE 19 HELMETS TO HARDHATS**

1. The contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. Contractors and Unions agree to utilize the services of New York Helmets to Hardhats program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

2. The Design Build Contractor, any other contractors and the Unions agree to make

a good faith effort to coordinate with the Helmets to Hardhats program to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE 20 COUNTERPARTS AND FACSIMILE TRANSMISSION**

This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission shall be deemed an original signature hereto.

**ARTICLE 21 ENTIRE UNDERSTANDING**

The Parties agree that the total results of their bargaining with respect to the subject matter of this Agreement are embodied in the Agreement and neither party is required to render any performance not set forth in the wording of this Agreement. This Agreement may be amended only by written agreement signed by each of the parties to this Agreement.

The parties have caused this Agreement to be executed and effective as of the \_\_ day of September, 2024.

Gateway Development Commission

By: \_\_\_\_\_  
Kris Kolluri  
Chief Executive Officer

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

District Council of New York and Vicinity of the Union Brotherhood of Carpenters and Joiners of America

By: \_\_\_\_\_  
Joseph Geiger  
Executive Secretary Treasurer

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

Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO

By: \_\_\_\_\_  
Christopher Erikson  
Business Manager

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

Local Union No. 40 of Bridge, Structural Ornamental, and Reinforcing Iron Workers, AFL-CIO

By: \_\_\_\_\_  
Daniel Doyle  
Business Manager

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

Building, Concrete, Excavating & Common Laborers Local No. 731

By: \_\_\_\_\_  
Carmine D'Amato  
Business Manager

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

Operative Plasterers' and Cement Masons' International Association, Local 780

By: \_\_\_\_\_  
Michael Rendina  
President

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

Teamsters, Local Union No. 282

By: \_\_\_\_\_  
Thomas Gesualdi  
President

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

**EXHIBIT 1 - LETTER OF ASSENT**

The undersigned party confirms that it agrees to be a party to and be bound by the Project Memorandum of Agreement for the Manhattan Tunnel Project (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Agreement, its Schedules, and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project as defined in the Agreement (“Project”), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Agreement, a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules and exhibits; amendments and supplements now existing or which are later made thereto.
2. Agrees to be bound by the legally established local trust agreements sets forth in the Agreement.
3. Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
4. Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engages to work on the Project.

5. Agrees to secure from any Contractor(s), which is or becomes a subcontractor (of any tier), to it, a duly executed Agreement to be bound in form identical to this document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title and Organization

*Subject to Approval by GDC Board of Commissioners - Draft 9/18/2024*

**EXHIBT 2**

**[Project Technical Description]**



**EXHIBIT 3 – INDEX OF SCHEDULE A AGREEMENTS**

Union	Current Agreement w/
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of Carpenters of New York City and Vicinity for Dockbuilders Local Union No. 1556 Independent New Jersey Dockbuilder Agreement	Independent
The District Council of Carpenters of New York City and Vicinity for Dockbuilders Local Union No. 1556	CCLENJ and ACCNJ
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Coverers Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Concrete Contractors of NY

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America Independent Resilient Floor Coverers Agreement	Independent
The Cement Masons' Union, Local 780	Cement League

**EXHIBIT 4 – MANAGED CARE & ADR PROGRAM**

To be added

**EXHIBIT B**

MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 14-14B, AFL-CIO, THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 15, 15A, 15C, 15D, 15G & 15H, AFL-CIO AND THE GATEWAY DEVELOPMENT COMMISSION

## MANHATTAN TUNNEL PROJECT

This memorandum of understanding is entered into by and between the International Union of Operating Engineers Local 14-14B, AFL-CIO (“Local 14”), the International Union of Operating Engineers Local 15, 15A, 15C, 15D, 15G & 15H, AFL-CIO (“Local 15”), the Gateway Development Commission (“GDC”) and [*insert name of employer of Local 14 & Local 15 represented employees*] (“\_\_\_\_\_”) (collectively the “Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2024.

The Parties agree that, for work performed on the Manhattan Tunnel Project, as described in the attached “Project Description” (the “Project”), which is part of a larger construction plan known as the Hudson Tunnel Project, the terms and conditions of employment of Local 14 and Local 15 represented employees of [*insert name of employer of Local 14 & Local 15 represented employees*] shall be in accordance with Local 14’s and Local 15’s collective bargaining agreements with the General Contractors Association of New York, Inc. (the “GCA Agreements”) and/or such other association collective bargaining agreements to which Local 14 and/or Local 15 are parties, as may become applicable, together with the following terms:

1. Local 14 and Local 15 agree to participate in a Managed Care and Alternative Dispute Resolution program which is to be designed pursuant to Article 17 of the Project Memorandum of Agreement (the “MOA”), but subject to their right to opt out of the same upon written notice to [*insert name of employer of Local 14 & Local 15 represented employees*].
2. Local 14 and Local 15 agree to Article 9 entitled “Work Stoppages and Lockouts” of the MOA with the exception that such terms of the no strike language shall not apply upon the expiration of the GCA Agreements and/or such other applicable association agreements to which Local 14 and/or Local 15 are parties, but such terms shall resume in force and effect upon execution of new applicable collective bargaining agreement(s) and no Local 14 and/or Local 15 represented employees shall be displaced as a result of any action they take upon expiration of the GCA Agreements and/or such other applicable association agreements to which Local 14 and/or Local 15 are parties.
3. Local 14 and 15 agree to Article 18 entitled “Project Logistics” of the MOA but by doing so neither Local relinquishes any of its jurisdiction as to the work to be performed on the Project and the Parties all agree that nothing contained in Article 18 shall allow for the assignment of Local 14 and Local 15 work to any other labor union.
4. [*insert name of employer of Local 14 & Local 15 represented employees*] and the GDC agree that any disputes or conflicts arising as between the terms of the GCA Agreements and/or such other applicable association agreements to which Local 14 and/or Local 15 are parties and the PLA shall be governed solely by the terms and conditions of the GCA Agreements and/or such other applicable association agreements to which Local 14 and/or Local 15 are parties.
5. Unless specifically modified herein, all other terms and conditions of employment of the Local 14 members and Local 15 members working on the Project shall be governed in their entirety by the GCA Agreements and/or such other applicable association agreements.

Acknowledged and agreed to by the following four (4) parties:

International Union of Operating Engineers  
Local 14-14B, AFL-CIO

By: \_\_\_\_\_  
Edwin L. Christian, Business Manager

*[insert name of employer of Local 14 &  
Local 15 represented employees]*

By: \_\_\_\_\_  
*[insert name and title]*

International Union of Operating Engineers  
Local 15, 15A, 15C, 15D, 15G & 15H, AFL-CIO

By: \_\_\_\_\_  
Thomas A. Callahan, President & Business Manager

Gateway Development Commission

By: \_\_\_\_\_  
Kris Kolluri, Chief Executive Officer

**EXHIBIT C**

MEMORANDUM OF UNDERSTANDING BETWEEN LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LABORERS' LOCAL UNION NO. 147 AND THE GATEWAY DEVELOPMENT COMMISSION



**MANHATTAN TUNNEL PROJECT**

This memorandum of understanding is entered into by and between the Laborers’ International Union of North America, Laborers’ Local Union No. 147 (“Local 147”), the Gateway Development Commission (“GDC”) and [insert name of employer of Local 147 represented employees] (“\_”) (collectively the “Parties”) on this \_\_ day of \_\_\_\_\_, 2024.

The Parties agree that, for work performed on the Manhattan Tunnel Project (the “Project”), which is part of a larger construction plan known as the Hudson Tunnel Project, the terms and conditions of employment of Local 147 represented employees of [insert name of employer of Local 147 represented employees] shall be in accordance with Local 147’s collective bargaining agreement with the General Contractors Association of New York, Inc. (the “GCA Agreement”), together with the following terms:

1. Local 147 agrees to Article 8 entitled “Management’s Rights” of the Project Memorandum of Agreement (the “MOA”).
2. Local 147 agrees to Article 9 entitled “Work Stoppages and Lockouts” of the MOA.
3. Local 147 agrees to Article 15 entitled “Hours of Work, Premium Payments, Shifts and Holidays” of the MOA.
4. Local 147 agrees to Article 16 entitled “Apprentices” of the MOA.
5. Local 147 agrees to participate in a Managed Care and Alternative Dispute Resolution program which is to be designed pursuant to Article 17 of the MOA.
6. Local 147 agrees to Article 18 entitled “Project Logistics” of the MOA but by doing so does not relinquish any of its jurisdiction as to the work to be performed on the Project and the Parties all agree that nothing contained in Article 18 shall allow for the assignment of Local 147 work to any other labor union.
7. Unless specifically modified herein, all other terms and conditions of employment of the Local 147 members working on the Project shall be governed in their entirety by the GCA Agreement.

Acknowledged and agreed to by the following three (3) parties:

International Union of North America, Laborers’  
Local Union No. 147

By: \_\_\_\_\_  
Richard Fitzsimmons, Business Manager

[insert name of employer of Local 147  
represented employees]

By: \_\_\_\_\_  
[insert name and title]

By: \_\_\_\_\_  
Kris Kolluri, Chief Executive Officer

**EXHIBIT D**

MEMORANDUM OF UNDERSTANDING BETWEEN DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY  
OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AND THE GATEWAY  
DEVELOPMENT COMMISSION

**MANHATTAN TUNNEL PROJECT**

This memorandum of understanding is entered into by and between the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America (the “District Council”) and the Gateway Development Commission (“GDC”) on this \_\_\_ day of September, 2024.

The Parties agree that the District Council’s agreement to the provisions concerning Disadvantaged Business Enterprises (“DBEs”) as set forth in Article 7 of the Manhattan Tunnel Project Site Agreement shall not extend to and does not include Article 7, Paragraph 3, Subparagraph C.

The Parties further agree that all contractors, including DBEs, within the District Council’s jurisdiction on this Project shall sign the Letter of Assent.

Acknowledged and agreed to by the following two (2) parties:

District Council of New York City  
Vicinity of the United Brotherhood of  
Carpenters and Joiners of America

Gateway Development Commission

By: \_\_\_\_\_  
Joseph Geiger, Executive Secretary  
Treasurer

By: \_\_\_\_\_  
Kris Kolluri, Chief Executive Officer