

SIDE LETTER OF AGREEMENT
To the Project Labor Agreement Covering the Syracuse
City School District District-Wide Reconstruction Program (Phase II)

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement covering the Syracuse City School District District-Wide Reconstruction Program, Phase II ("PLA"), entered into on the 3rd day of MAY, 2016, to the same extent as if incorporated therein. 2017

Notwithstanding Article 4, Section 2 of the PLA, , or any other provision of that agreement, and to the full extent permitted by law, a Prime Contractor may designate subcontractors whose subcontracts in total approximate 20% (it may be higher than 20%, but not to exceed 25%, as dictated by contract scope) of the Prime Contractor's labor contract amount as exempt from the hiring hall referral procedure of Article 4, Section 2, and instead that subcontractor may use up to four (4) of its employees without regard to the hiring hall procedure (in the "3/1/1" manner described in the next paragraph), provided the Independent Compliance Officer and the City's Corporation Counsel have confirmed that such exemption is reasonably necessary for the Prime Contractor to meet the goals of the JSCB's Phase II Development and Diversification Plan for Workforce and Business ("Diversification Plan"). This provision will not be used to totally exclude, at the Prime Contractor level, a building trades craft discipline from participating.

The use of up to 4 employees by the subcontractor shall apply as follows: the first three employees may be subcontractor employees without regard to the hiring hall procedure, a fourth employee if needed will be through the hiring hall procedure and a fifth employee if needed will again be without regard for the hiring hall procedure ("3/1/1"). Except as provided in the last sentence of this paragraph, to the extent a designated subcontractor uses more than 4 employees on Covered Work, the PLA hiring hall provision (with the 25% drag along) will apply beginning with the 5th employee. Any exempted subcontractor has the option of using the above hiring hall (with the 25% drag along) procedure of Article 4, Section 2 starting with its first employee for Covered Work. Notwithstanding the foregoing, a designated subcontractor may be allowed to use a fifth employee (the sixth one overall) before using the hiring hall provided that all five drag along employees are City Residents as provided for by the Diversification Plan and the requirements of the parties' Side Letter (dated _____) are met. In addition, a City Resident may qualify as a drag along employee even if he or she does not meet the "60 out of 180 day" requirement of Article 4, Section 2.

In addition, and notwithstanding Article 11, Section 2A of the PLA, subcontractors exempt under the above provision also have the option to elect to satisfy the benefit obligations of the PLA with respect to their existing employees by electing to pay into one or more of the applicable jointly trustee funds designated on Schedule A or by paying those employees an equivalent amount in cash, to the extent otherwise permitted by Section 220. In the event payments are made in cash in lieu of benefit coverage, employees will be required to sign the attached waiver.

The Unions agree that they will take adequate steps to ensure that their representatives are fully apprised of this Side Letter and the importance of it.

Any disputes arising under this Side Letter of agreement are subject to Article 7 (Workstoppages and Lockouts) and Article 9 (Grievance and Arbitration) of the PLA.

Agreed to this 3rd day of MAY, 2017:

Joint School Construction Board

By: _____

FOR THE BUILDING & CONSTRUCTION TRADES

CENTRAL AND NORTHERN NEW YORK
BUILDING & CONSTRUCTION TRADES COUNCIL

BY: _____

(Name/Title)

FOR THE LOCAL UNIONS

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED
WORKERS, LOCAL NO. 30

BY: _____

(Name/Title)

BOILERMAKERS' UNION LOCAL NO. 175

BY: _____

(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 2

BY: _____

(Name/Title)

NORTHEAST REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: *Scott Colby President*
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
UNION LOCAL NO. 43

BY: *Donald Meyer*
(Name/Title)

DISTRICT COUNCIL NO. 4, GLAZIERS LOCAL NO. 677

BY: *Mark J. Dema Regional Business Rep*
(Name/Title)

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

BY: *Angie Dorr BM-FST*
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 633

BY: *[Signature] p/m*
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 158

BY: *Theresa H. Hyl D-345 mgr.*
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS
TECHNICAL ENGINEERING DIVISION LOCAL 158

BY: *Theresa H. Hyl D-345 mgr.*
(Name/Title)

DISTRICT COUNCIL NO. 4, PAINTERS LOCAL NO. 31

BY: Michael James Regional Business Rep
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
LOCAL NO. 067

BY: William R. Smith - B.M.
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED
WORKERS LOCAL NO. 195

BY: Ronald Henry Business Manager
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL NO. 58

BY: [Signature] Business Mgr FST
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS LOCAL NO. 317

BY: [Signature] President
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
LOCAL NO. 62

BY: Herbert R. Claude Bus Rep/Fin Sec.
(Name/Title)

SPRINKLER FITTERS, LOCAL 669

BY: *J. O. [Signature]* / *Business Agent*
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: *[Signature]* / *Council Representative*
(Name/Title)

WAIVER OF EMPLOYEE BENEFIT CONTRIBUTIONS
Concerning the Project Labor Agreement Covering the Syracuse
City School District District-Wide Reconstruction Program (Phase II)

Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement covering the Syracuse City School District District-Wide Reconstruction Program, I am hereby waiving the right to payment on my behalf of contributions into one or more of the applicable jointly trusteed funds designated on Schedule A and, in lieu of such payments and benefit coverage, am requesting and directing that I receive an equivalent amount of such benefit payments in cash.

Date: _____