

Office of the Onondaga County Comptroller

Division of Construction Services

Project Labor Agreement

Covering the ACJ
Lake Improvement Project

Department of Water Environment Protection

Report of Examination



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EXECUTIVE SUMMARY

In 1998 the County of Onondaga by and through its construction project manager entered into a project labor agreement (PLA) with various unions and trade associations governing the construction of certain projects pursuant to the Amended Consent Judgment (ACJ). In general the construction projects were to improve the water quality of Onondaga Lake.

While the PLA expired December 31, 2010, there are projects yet to be completed. Our audit was commenced at the request of various government officials to ascertain the past savings from implementing a PLA.

Feasibility Study

As required by law before entering into a PLA, a cost benefits analysis was conducted. This study is commonly known as a feasibility study. The feasibility study prepared for the County estimated a savings of \$11,920,000 from use of a PLA.

There was no management prepared report available monitoring or documenting PLA savings; accordingly our audit focus was the feasibility study and the economic considerations/elements of savings enumerated therein. The feasibility study projected quantifiable savings in individual contract provisions as more fully discussed in Section 5 of the study. Generally, the potential cost savings for the project was made utilizing projected labor craft hours, wage rates in effect at the time and contract provisions included in the PLA.

Two areas of economic consideration not specifically measured in the feasibility study but addressed in our audit are the effects of the PLA on use of local labor and competition.

An underlying intent of the PLA was promoting the use of local labor. With certain restrictions involving hiring of labor as set forth in Article 4 of the PLA, it is the opinion of this office the County has an interest in promoting the use of local labor on the

projects. We evaluated the effect of the PLA on the usage of labor from Onondaga County and also included an evaluation of labor that included the four contiguous counties.

The use of a PLA must be justified and meet the interest underlying the State's competitive bidding laws. As noted in the study, CDM concluded the PLA would promote these objectives. Our audit reviewed the bids for various projects and provided an analysis of the number of bidders as well as the range of bids amongst all bidders.

Audit Methodology & Scope

The audit was designed and planned to audit the feasibility study conducted in 1998. As this was the basis that led the County to enter into a PLA, we examined the economic considerations claimed to be savings available to the County by entering into a PLA. In addition we examined the feasibility study against NYS Labor Law §220, which is commonly known as the prevailing wage law, with the corresponding public works employment also referred to as "rate work."

Our overall audit goal was to ascertain whether or not taxpayers saved money from use of a PLA.

Documents and reports examined included certified payrolls, bidding documents and construction documents obtained from the Onondaga County Department of Water Environment Protection (OCDWEP) and the Onondaga County/Syracuse Commission on Human Rights. Interviews, meetings, and conferences were conducted with engineers, contractors and department personnel.

Accounting and audit staff reviewed certified payrolls and accumulated data consisting of gross hours, gross wages and types of trades working on the projects.

Our first approach was to compare actual labor craft hours and gross wages to the assumptions in the feasibility study. Each economic consideration of the feasibility study applying an estimate based on labor craft hours was evaluated using actual labor craft hours. Some economic considerations projected hours for a specific labor craft, in those situations actual hours and wages for those specific labor crafts were used in our assessment.

Our second approach was to compare Labor Law §220 with the goal of determining how the County benefited from modification of Labor Law §220 as may have been provided by the PLA. The main question asked was “Did the taxpayers need a PLA to generate the savings claimed in the feasibility study?” All economic considerations were compared to Labor Law §220 to ascertain if the taxpayers were receiving a benefit from modification of the statute otherwise unavailable but for implementing the PLA.

To determine the extent of usage of local labor, zip code information for each employee from certified payrolls was entered so a determination could be made as to the amount of hours and wages paid to each employee by zip code. We selected non-PLA projects as well to draw comparisons of the wages paid by zip code on those projects.

Bid jackets and engineer reports were audited for all available projects. We analyzed the amount of bidders, the disparity between the bidders and measured awarded bids against engineers pre-bid estimate of construction cost and any other data used by management in evaluating the bids.

Findings and Conclusions

The intended measured economic benefits of the use of a PLA were not realized and thus it is our opinion the County did not receive the savings of \$11,920,000 projected in the feasibility study.

The PLA feasibility study estimated craft hours to be approximately 4,270,000. This estimated number of hours along with corresponding wages formed the basis of several potential estimates of savings.

Our audit finds total hours on the projects through 2009 (with some data from 2010) to be approximately 1.1 million. We understand there are projects yet to be completed as contemplated in the feasibility study, thus based on our understanding of remaining projects we have estimated total hours to be approximately 1,281,000 or 30% of the original estimate.

Simple recalculation of the affected items using the lower hourly numbers reduces the estimated savings in five of eight areas.

The PLA feasibility study estimated savings from greater use of apprentice labor. Our audit finds apprentice were not used to any large extent and certainly not in the trades anticipated and to the magnitude needed to realize the intended savings.

We do not believe savings from second and third shifts were realized either. We found no substantial evidence of use of shift work. In fact most work rules examined limited work to daytime hours.

Finally, all items were measured against the requirements of Labor Law §220. In most cases, modification of Labor Law §220 was desirable and would have resulted in savings but the projects did not take advantage of the opportunity. In other cases the intended savings would have been available to the taxpayers without use of a PLA.

Our audit finds the PLA projects paid approximately 75% of its wages to residents of Onondaga County and the surrounding four contiguous counties. We sampled other non-PLA projects and while one project exceeded the PLA percentage, based on the amount of construction and for the duration of construction, the PLA was successful in a greater use of local labor than non-PLA projects.

As for competition, we find the bidding process to have been competitive. While we understand the arguments advanced by opponents of PLA projects as it relates to use of their own labor, we find 50% (in terms of dollars) of contracts were awarded to non-union contractors.

We do not wish to confuse competition with savings or cost to taxpayers from use of a PLA, but there were multiple bidders on all jobs but for few exceptions. In addition, it appears all final bids met with engineering approval and in many cases were below engineers estimate of cost.

We did not form an opinion the PLA actually increased cost to the projects.

Future Considerations

Our audit did not evaluate exemption from Wicks Law. While this exemption did not apply to the PLA for projects commenced prior to 2008, this exemption may provide basis for future savings.

We have provided data for use in these types of projects relative to the amount and extent of multiple primes on the past projects. Any evaluation of Wicks savings must be based on the mix of contractors and extent of dependence on each other along with the risk to the owner of using multiple prime contractors.

COMMONLY USED TERMS

PLA—Specifically, the Project Labor Agreement covering the ACJ Lake Improvement Project (referred to as PLA or Lake PLA), approved by Onondaga County and governing the Lake Projects, in general terms a Project Labor Agreement is pre-hire agreement, a pre-bid contract between a construction project owner and a labor union or unions establishing the union(s) as the collective bargaining representative for all persons who will perform work on the project. The agreement with unions, negotiated before employees are hired, provides that only contractors and subcontractors who sign a pre-negotiated agreement with the union(s) can perform project work. Generally all bidders on the project are required to hire workers through union hiring halls, follow specific dispute resolution procedures, comply with union wage, benefit, seniority, apprenticeship and other rules and contribute to the union benefit funds. In return for a project owner's promise to insist in its specifications that all successful bidders agree to be covered by a PLA, the union promises labor peace through the life of the contract. Preceding description taken primarily from the Tappan Zee Bridge case and may or may not substantially describe the PLA covering the ACJ Lake Improvement Project.

ACJ—On January 20, 1998, Federal Court entered an amended consent judgment (ACJ) with consent of the Atlantic States Legal Foundation (ASLF) and the State of New York (State), Plaintiffs, and Onondaga County, Defendant which resolved the claims asserted by ASLF and the State against the County in an action brought under Federal Clean Water Act and NYS Environmental Conservation Law, Article 17. The ACJ was subsequently amended May 1, 1998, December 14, 2006, April 25, 2008 and for a fourth time on November 16, 2009.

Owner—Generally the government, or County, the owner of the construction projects.

OCDWEP—Onondaga County Department of Water Environment Protection, formerly known as the Department of Drainage and Sanitation, defendant in the Federal lawsuit regarding Onondaga Lake, department responsible for construction of lake projects.

Human Rights Commission—Onondaga County/Syracuse Commission on Human Rights, office charged with implementing and monitoring Minority and Women Business Enterprise (M/WBE) utilization and goals. Mr. Herman Howard, Contract Compliance Officer, responsible individual compiled data from certified payrolls and used other methods to monitor compliance with County's M/WBE standards.

LIPO—Lake Improvement Projects Office, part of the Department of Water, Environment Protection.

Lake Projects or Projects—The construction projects designated as being bid and constructed under the terms of the PLA covering the ACJ Lake Improvement Project, construction projects involving capital improvements to the Metropolitan Wastewater Treatment Plant (METRO), the wastewater collection system for the purpose of abatement of combined sewer overflows (CSO), regional treatment facilities (RTF), floatable control facilities and sewer separation.

CDM—Camp Dresser & McKee, consulting engineer, submitted the analysis of the benefits and other considerations to be weighed by the County in its deliberations on using a PLA for the Amended Consent Judgment (ACJ) Improvements Program (the feasibility study).

Feasibility Study—As prepared by CDM, the analysis of the benefits and other considerations to be weighed by the County in its deliberations on using a PLA for the Amended Consent Judgment (ACJ) Improvements Program; part of decision making process by public entity, needs based analysis, is also known as a detailed projection of cost savings from use of a PLA, should describe unique features of the project that necessitated a PLA, document history of labor unrest that may threaten project. As Court in Tappan Zee Bridge stated an owner may “adopt a PLA—provided it satisfies its burden of showing that adopting such an agreement was consistent with the principles underlying the competitive bidding statutes.” Court requires “contemporaneous projection of cost savings as a result of PLA or any unique feature of the project, which necessitated a PLA.” Study should sets forth reasons a PLA is in the public interest.

Economic Considerations—Referred to in the Feasibility Study Section 5, in general represent the areas or contract provisions and work rule modifications representing in total the potential savings from the County entering into the PLA.

Tag along—Provision in the PLA allowing for non-union contractors a 25% “tag-along” or use of their own employees so long as remaining 75% of labor is hired from union halls. See Article 4 of the PLA.

Tappan Zee Bridge case—The 1996 Court of Appeals (Highest Court in NYS) case, which is generally the controlling NYS case law in regard to PLAs and competitive bidding; formally known as NYS Chapter, Associated General Contractors of America v. NYS Thruway Authority; also the companion case setting forth further analysis of the law in NYS regarding PLAs is the Roswell Park case formally known as General Building Contractors of New York State v. Dormitory Authority of the State of New York.

Prevailing wage/rate—The prevailing rate of wage and supplements determined annually on July 1 of each year, determined by virtue of collective bargaining agreements between bona fide labor organizations and employers of the private sector, provided that said employers employ at least 30% of workers in the same trade or occupation in the locality where the work is being performed.

Certified Payroll—The project contractor and every subcontractor shall keep original payrolls or transcripts thereof, subscribed and affirmed as true, showing the hours and days worked by each worker, the occupation at which he/she worked, and the hourly wages paid.

Collective Bargaining Agreements—Agreements adopted by individual trade unions and analyzed and reviewed by CDM in evaluating and negotiating the PLA. (Section 4 of the Feasibility Study.)

Competitive bidding statutes—In general referring to General Municipal Law § 100-a, wherein the Court stated in the Tappan Zee Bridge case “the two central purposes of New York’s competitive bidding statutes, both falling under the rubric of promoting the public interest: (1) protection of the public fisc by obtaining the best work at the lowest possible price; and (2) prevention of favoritism, improvidence, fraud and corruption in the awarding of public contracts.”

Local labor—As used in this report, hours worked and/or wages earned by residents of Onondaga County and the four contiguous counties of Cayuga, Cortland, Madison and Oswego.

INTRODUCTION

Onondaga County as a defendant in a certain lawsuit filed by Atlantic States Legal Foundation is obligated by Amended Consent Judgment (ACJ) to reach certain goals or standards in regard to water quality of Onondaga Lake.

The County's efforts to comply with the ACJ involved undertaking certain construction projects involving capital improvements to the Metropolitan Wastewater Treatment Plant (METRO), the wastewater collection system for the purpose of abatement of combined sewer overflows (CSO), regional treatment facilities (RTF), floatable control facilities and sewer separation. These efforts or projects are collectively referred to as the Onondaga Lake Improvement Project.

In 1997 dollars the estimated cost of all anticipated projects was approximately \$387,644,000.

As the ACJ places strict deadlines and Court ordered milestones upon the County with the risk of costly fines and penalties, the County authorized the negotiation of a PLA. The County anticipated several benefits from a PLA and after negotiations were commenced with various unions, Camp, Dresser McKee (CDM), performed a feasibility study. By necessity, negotiations are first conducted with the unions so the potential savings from the agreement can be included in the cost benefits analysis.

CDM pointed out in its study there were measurable and non-measurable benefits from entering into a PLA. The latter of which addressed concerns regarding the time deadlines of the ACJ and the length of construction time for the entirety of the projects. The PLA's objectives were to avoid costly delays against the backdrop of the ACJ and promote labor harmony through the decade long construction process.

Ultimately the PLA was approved by Onondaga County and governed the construction projects until December 31, 2010. Note any contracts underway as of December 31, 2010 are governed by the PLA.

With pending expiration of the PLA and several projects yet to be completed the County Executive asked the Office of County Comptroller to conduct an audit of the PLA.

FEASIBILITY STUDY

The feasibility study prepared by CDM is at Exhibit A. Certain addendums of the study inapplicable to Onondaga County are not included herewith. In particular Appendix A, B, D and E are not included because in our opinion they were not necessary to understand the specifics of this particular PLA. Appendix G is available in summary form and the detail was in our opinion not necessary for inclusion in our report. The J & H Marsh & McLennen Letter is of no consequence because the PLA did not adopt the Workers' Compensation ADR program.

The feasibility study evaluates potential savings from modifications of certain elements of the prevailing wage law and union collective bargaining agreements. Negotiations conducted with union representatives results in a melding, or standardization, of the various provisions of the individual collective bargaining agreements.

CDM calculations, the basis of which comprises the estimated savings within the feasibility study, are attached at Exhibit B. The CDM study refers to these calculations in Appendix H Detailed Savings Evaluations.

The study's Appendix F Project Labor Agreement is included as our Appendix C.

The projected savings of \$11,920,000 comprised several economic considerations are discussed in the feasibility study at Section 5. We note the actual total dollar amount of savings is \$11,917,000; due to rounding differences the variance is immaterial.

Economic Considerations/Elements of Savings

While we attempt to summarize both the basis and methodology for each economic consideration, the feasibility study and the detailed savings evaluation are included as Appendix A & B, respectively. Each potential cost savings is discussed in the feasibility study Section 5, but the detailed savings evaluation in Appendix B must also be consulted for a complete understanding of the basis of the projection.

Section 5.3 Regular Work Hours/Regular Work Day

\$2,549,000 savings assigned due to PLAs flexible work schedule, contractor's ability to vary work start and end times, and use 4-10 hour day schedule. Estimated 4,270,000

labor craft hours and estimated a 4-hour gain in productivity per month with effective scheduling of work hours/days between trades.

Section 5.4 Guaranteed Pay

\$1,695,000 savings from two categories, report in pay and guaranteed pay. Reduced existing provisions from two hours to one hour report in pay based on estimated 21,350 hours. Savings from guaranteed pay based on mix of labor class and projected hours, for 6 events per year.

Section 5.5 Second and Third Shift

\$515,000 savings assigned PLA standardizing shift differential for second and third shift and standardizing 8 hours of pay for 8 hours of work regardless of shift; estimated 5% of total labor craft hours within certain trades to work second and third shift. Savings projected from concessions from laborers, plumbers and electricians.

Section 5.6 Overtime

\$248,000 savings from standardized overtime rules on weekdays and Saturdays. Estimate considered project deadlines and liquidated damage provisions in anticipating overtime may be utilized. Two crafts, teamsters and insulators went beyond time and one-half for overtime, paying double time for all hours worked over 40 hours. The projected savings was solely from modification of these two crafts, based on 10% of projected hours from these two crafts would be overtime.

Section 5.7 Holidays

\$153,000 savings from standardizing holidays paid to seven, savings from establishing common work schedules resulting in increased productivity.

Section 5.8 Apprentice Ratios

\$1,205,000 savings from moving number of crafts to more favorable apprentice ratio than allowed under Labor Law §220. The less favorable ratios stated in the rate schedules, such as 4 to 1 for carpenters and masons, requires more journeymen must populate the job-site before additional apprentice can be used. The PLA standardized all crafts apprentice ratio at 3 to 1. All crafts are allowed to initially staff a job-site with one journeyman and one apprentice. From that point forward the job-site may be staffed in a ratio of 3 journeymen to 1 apprentice. The savings recognized apprentice are paid less

than journeymen and thus the greater use of apprentice will result in less wage paid, the result of which is lower cost to the contractor and hopefully lower cost to the County.

Section 5.9 Off-Site Fabrication

\$1,700,000 savings from limiting restrictions on off-site work to only those imposed by New York State law. In general estimate of savings based on projected craft hours and an assumption of a certain percentage of work performed off-site along with a cost reduction of 20%.

Section 5.11 Management Rights

\$2,128,000 savings from control of level of staffing, scheduling, selection and employment of foremen, savings calculated at 2% of labor cost based on 4,267,183 hours.

Section 5.12 Workers' Compensation Alternative Dispute Resolution

\$1,724,000 savings from adopting ADR process. Basis of calculation obtained from insurance consultant.

Summary of Potential Cost Savings from Section 5 of PLA Feasibility Study

Study Section	Contract Provision Section 5	Projected Savings	Basis for Calculation CDM Detailed Savings Evaluation
5.3	Regular Work Hrs/ Regular Work Day	\$2,549,000	Projected labor hours
5.4	Guaranteed Pay	\$1,695,000	Projected labor hours
5.5	Second/Third Shift	\$515,000	Projected labor hours
5.6	Overtime	\$248,000	Projected labor hours
5.7	Holidays	\$153,000	Contract concession
5.8	Apprentice Ratios	\$1,205,000	Adjusted ratio
5.9	Off-Site Fabrication	\$1,700,000	Projected labor hours
5.11	Management Rights	\$2,128,000	Projected labor hours
5.12	Workers' Comp ADR	\$1,724,000	Premium analysis
	Total Savings	\$11,917,000	Note: minor difference from report total

Local Labor

While the PLA feasibility study did not specifically estimate the affect of the PLA on the use of local labor, proponents believe the use of the union referral system promotes the use of local labor. Article 4 of the PLA elaborates on the hiring process.

In general, contractors bidding on the PLA projects acknowledge acceptance of the terms of the PLA. Accordingly, the contractors must use the union referral process which limits use of their current labor staff. The PLA allows for a “tag along” of 3 to 1 which means for every one employee retained by the contractor, three employees must come from the union referral process.

CDM noted the “tag along” provisions were in their opinion the highest percentage established on a public work project. While this increased “tag along” provision was designed to address concerns of the non-union contracting community it does effectively place restrictions on the use of the non-union contractors labor staff.

It was noted in several of our interviews certain contractors availed themselves of the access to the union referral system while continuing operations independent of the PLA projects.

It is our opinion Onondaga County has an interest in promoting the use of local labor on these taxpayer-funded projects. Based on input from elected officials, proponents and opponents of PLAs, we determined it was important to evaluate the PLA’s effect on the utilization of local labor.

Competition and Competitive Bidding

The law regarding the use of the PLA model is well settled in New York. The controlling case is known as the Tappan Zee Bridge case. Along with an executive order from the Pataki era, it is clear a PLA must promote the State’s interest underlying the competitive bidding laws, which are to (1) obtain the best work possible at the lowest possible price and (2) prevent favoritism, fraud and corruption in the awarding of public contracts.

As our audit was commenced we were advised our office would find a lack of competitive bidding, obviously something that would not be in the best interests of the taxpayers. In addition we were advised contractors refrained from bidding on the PLA project for various reasons, one of which the requirement to use the union referral process.

It is in the County’s best interests to insure a level playing field for all public work so the taxpayers may receive the best price possible. Taxpayers pay for and fund projects that are subject to numerous rules, regulations and bureaucracy. The minimum

mandates of Labor Law §220 level the playing field in that all contractors start with and are subjected to the minimum rate of pay required on a public work project.

While the use of a PLA may add another layer of minimum requirements it may also provide relief from Labor Law §220.

Our evaluation of competition and competitive bidding should not be confused with potential increased costs to the taxpayers from the use of a PLA. The bottom line is all contractors were subject to the rules of both Labor Law §220 and the PLA. Our audit examines how the marketplace and the potential bidders responded to the opportunity to win the right to construct these projects.

AUDIT METHODOLOGY & SCOPE

Most of the anticipated savings from the PLA were calculated utilizing projected labor craft hours. Our first task was to verify actual hours on the projects.

Certified Payrolls

Our office recognizes the assistance of Mr. Herman Howard, Contract Compliance Officer for the Onondaga County/Syracuse Commission on Human Rights. Mr. Howard through much of the PLA accumulated data from certified payrolls for use in monitoring contractor compliance with various minority and women owned business ratios (M/WBE).

Human Rights, starting in 2001, compiled hourly data by project on a database. This database was made available to our office. Our audit independently collected data from the same certified payrolls used by Human Rights with additional information entered by audit consisting of employee zip code and labor classification.

Initially we compared audit's hourly totals by project to those totals of the Human Rights contract compliance officer. We did not vary substantially from those hours compiled by Human Rights.

However, we note Human Rights had no independent ability to reconcile contractor provided certified payrolls to some other statement of total payroll by project. We included additional steps to verify Human Rights received all payrolls from all projects by verifying payroll calculations with contractors willing to confirm our findings.

We recommend Human Rights require of contractors an affirmative statement that all hours and transcripts have been provided and further a statement as to the exact amount of hours and wages paid by the contractor. In this manner Human Rights will know for certain all hours and wages have been compiled.

Every contractor on a public works project must keep certified payrolls or transcripts showing the hours and days worked by each worker along with the occupation and hourly wage. In addition almost all certified payrolls included the employees address. Our

accounting and audit staff entered data from all certified payrolls available, amassing over 35,000 lines of text. The data was used for several purposes:

- To ascertain total craft hours by project
- To evaluate hours and wages by zip code
- Apprentice hours were analyzed to ascertain use of the favorable apprentice ratio
- To review hours and wages by labor classification

In addition certified payrolls were visually examined for use of the 4-10 hour day.

The County requires a certain percentage of contracts include a provision for use of M/WBE contractors or labor. Our audit did not examine compliance with this requirement, as it was not assigned a dollar value as part of the PLA. In addition, our office reviewed extensive work papers prepared by Human Rights and we did not find any exceptions to, or lack of due diligence in monitoring the M/WBE requirements.

Table A-1

Original Projected Labor Hours Used in Feasibility Study

<u>Summary by Trade</u>	<u>Hours</u>	Hourly	PLA
		<u>Wages</u> <u>No Benefits</u>	<u>Wage</u> <u>with Benefits</u>
Operating Engineer	280,950	\$5,498,192	\$8,448,167
Laborers	742,191	10,613,331	15,341,088
Mason	205,766	3,319,006	4,201,742
Iron Workers	339,599	6,163,722	9,953,647
Carpenters	686,528	11,657,245	16,668,900
Plumbers/ Steamfitters	804,408	14,905,680	22,354,498
Electrical I&C	460,581	8,405,603	12,016,558
Plasterers	30,432	541,690	738,585
Teamsters	242,171	3,978,870	5,364,088
Roofers	102,427	1,673,657	2,346,603
Glazers	79,265	1,227,022	1,525,851
Sheet Metal Workers	58,424	1,058,643	1,702,475
Painters	101,886	1,587,384	2,257,794
Heat & Frost Insulators	109,476	1,943,199	3,007,306
Boilermakers	25,814	516,280	722,792
Total	<u>4,269,918</u>	<u>\$73,089,523</u>	<u>\$106,650,092</u>

Notes for above

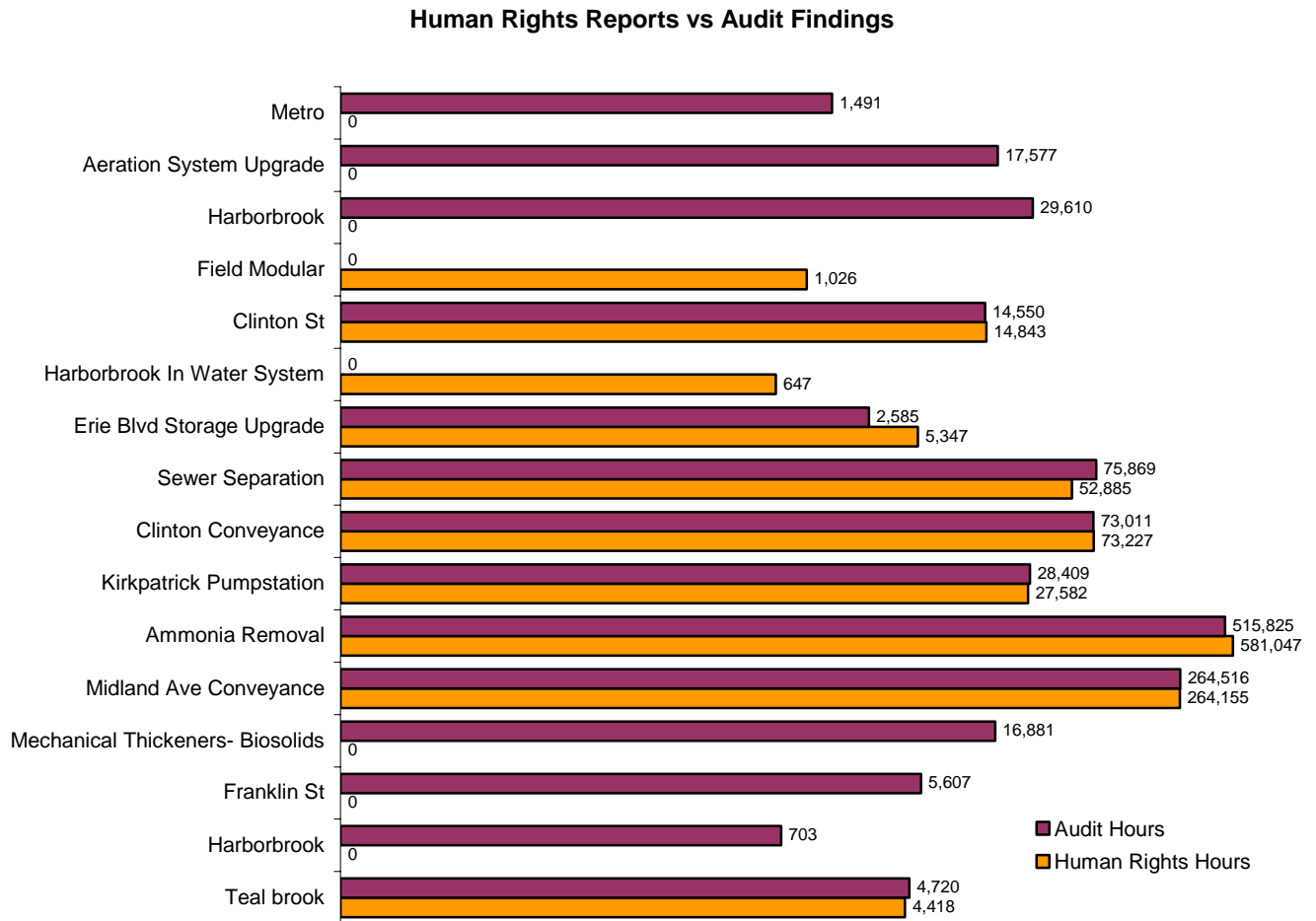
Need Digester sheet in order to tie out by project to CDM's Table 4.

Harborbrook In Water System is included above but not part of CDM's Table 4.

The above ties to CDM's estimates by projects sheets except for Digester Project which is not included above.

Reconciliation of Audit's hours to Human Rights is as follows:

Chart A-2



Human Rights did not start database until 2001, for those projects audit was sole source of hourly and wage data.

Table A-3

Audit Findings by Labor Title

<u>Title</u>	<u>Total Hours</u>	<u>Total Gross Wages</u>
Apprentice	47,077	\$ 767,913
Carpenter	191,393	\$ 4,672,001
Crane oiler	2,069	\$ 50,971
Crane Operator	3,951	\$ 118,710
Electrician	83,880	\$ 2,125,874
Foreman	73,038	\$ 2,015,833
Insulator	5,024	\$ 113,372
Iron Worker	3,542	\$ 77,668
Journeyman	97,395	\$ 2,359,364
Laborer	245,330	\$ 5,651,226
Maintenance Engineer	8,668	\$ 208,155
Mason	57,761	\$ 1,318,826
Not available	17,670	\$ 385,377
Operating Engineer	6,323	\$ 174,564
Operator	157,642	\$ 4,591,874
Other	24,470	\$ 694,627
Pavers	339	\$ 11,017
Pile Driver	1,142	\$ 31,697
Pipefitter	649	\$ 15,561
Plumbers	2,169	\$ 54,109
Sheetmetal Worker	315	\$ 7,252
Steam Fitter	821	\$ 22,907
Truck Driver	13,191	\$ 300,805
Welder	7,610	\$ 207,104
Total Hours	1,051,462	25,976,807
Estimated hours of projects not yet completed from original PLA project listing		
Harborbrook	61,637	\$ -
Clinton	162,718	\$ -
Additional Estimate	5,183	\$ -
Grand Total	1,281,000	25,976,807

Audit Hours 1,281,000 / Feasibility Study Hours 4,269,918 = 30%

Note:

Labor categories assigned based on certified payrolls, where unclear or missing, audit evaluated labor category based on type of contract or contractor.

Audit was concerned total hours calculated and displayed in Table A-3 was so much less than anticipated in the feasibility study Table A-1, those concerns are alleviated by comparison to Human Rights prepared reports Chart A-2. We found no reason to believe Human Rights could have missed in excess of three million hours.

Arguably contractors may have inadvertently failed to submit a report but as we reviewed Human Rights storage boxes we were confident the process in place would have identified mass amounts of missing certified payrolls. We were also able to verify certain projects with contractors and in those instances verified found no material variance from both audited findings and Human Rights calculations.

As Table A-3 indicates it is audit's opinion total craft hours on all PLA projects to date along with an estimate of remaining projects is approximately 1,281,000 or 30% of the craft hours projected and used in calculating savings in the feasibility study.

Certified payrolls were analyzed and data collected by employee zip code. The goal was to determine the extent of wages paid to employees considered local (Onondaga County and the four contiguous counties, Cayuga, Cortland, Madison & Oswego). Every employee with a zip code was documented and reflected in Charts L-1, L-2, L-3 and L-4. We note almost all employees were able to be classified by zip code.

The percentage of wages paid in the PLA projects were compared to non-PLA projects.

Labor Law §220

New York State Labor Law Article 8 includes various statutes regarding public work. In particular Labor Law §220 sets out hours, wages and supplements to be paid on public works projects.

Labor Law §220 states an eight-hour workday shall constitute a legal day's work. The section further lays out overtime rules, prevailing rate of wage to be paid, defines supplements or benefits to be paid, requires classification of workers and requires preparation and retention of certified payrolls.

Apprentice labor is addressed in this section and restrictions are placed upon the use of apprentice labor.

"Prevailing rate of wage" is defined within the statute and for our purposes represents the applicable wage paid to a craft based on rate schedules. These rate schedules adjust annually and are not necessarily an audit issue because the minimum required wage to be paid employees on public work are the same regardless of use of a PLA.

The rate schedules governing public work also provide overtime and shift differential rules for various classes of labor. We have attached a sample of the most current rate schedule applicable to Onondaga County public work at Appendix D.

It is our opinion there may be value to a government to modify some of these work rules if the particular project calls for these additional cost. For example, electricians have stated shift differential, the first shift ending at 3:30PM. Whereas carpenters and laborers do not have such restrictions, there may be value in coordinating the work schedules of these crafts. Additionally, some crafts have restrictions on Saturday work and again, depending on the project there may be value in modification to these rate schedule rules.

Apprentice ratios are governed by the rates schedules. The use of a PLA allows for these ratios to be modified benefiting the owner of the project. A less stringent ratio allows for more use of apprentice labor resulting in less wage cost as paid to journeymen.

It is our understanding the use of a PLA may afford the owner of the project relief from these rules. Article 17 of the PLA states all parties will cooperate in applying to the New York State Department of Labor for approvals required in implementing the provisions of the PLA.

All projected savings categories were subjected to analysis under Labor Law §220. Our questions were essentially “Did the use of the PLA provide a savings not available to the taxpayer” and “Was there relief from Labor Law §220 by use of the PLA.” We were looking for savings only available because a PLA was used.

Bid Documents

It has been claimed PLAs restrict competition. We acknowledge the assistance of OCDWEP and Department of Purchase in collecting dozens of old storage boxes for our use in evaluating bidding documents.

We ascertained the competitive environment on available bid jackets and included in the analysis a review of number of bidders, range of bids amongst all bidders and evaluated engineer’s opinions and estimates of cost.

Courts initially undertook review of PLAs because of competitive bidding mandates. The Courts looked to “assure the prudent and economical use of public moneys for the benefit of all inhabitants of the State and to facilitate the acquisition of facilities and commodities of maximum quality at the lowest possible cost.”

FINDINGS & CONCLUSIONS

OPINION #1. It is our opinion and finding the potential cost savings of Section 5 of the feasibility study did not materialize.

Feasibility Study

In general each item of Section 5 of the feasibility study was examined against our audit findings involving total hours, hours by craft and our analysis of Labor Law §220. The detail to each section as calculated by CDM is included in Appendix B.

For those sections based simply on total craft hours we assign a revised savings calculation based on actual hours (generally 30% of the estimate).

Further we review each item based on a specific craft, comparing assumptions of a particular craft to our data.

Finally, potential savings from revised calculation based on actual hours are analyzed against Labor Law §220 to determine if the taxpayers received a benefit available only by use of a PLA. We find there are items wherein modification by a PLA may deliver savings to the taxpayer.

Section 5.3 Regular Work Hours/Regular Work Day

Findings: Projection based on 4,270,000 labor craft hours, audit finds labor craft hours did not exceed 30% of projection (approximately 1,281,000) thus section must be reduced.

Audit finds no usage by contractors of 4-10 hour schedule, which may lead to productivity. Productivity claims difficult to measure and obtainable with or without a PLA. We do note some rate schedules dictate start of second shift (electricians) and in certain cases it may be favorable to modify and coordinate the schedules of electricians with other crafts, however projected usage of electrician hours (460,581 hours) far exceeded actual electrician hours (83,880) and thus there appears little need for this modification.

Conclusion: Actual hours 30% of original calculation, little or no use of flexible scheduling such as 4-10 hours days and productivity gains anticipated could be garnered without a PLA, dispensation available but not for all trades.

Section 5.4 Guaranteed Pay

Findings: Projections based on 4,270,000 labor craft hours, audit finds labor craft hours did not exceed 30% of projection (approximately 1,281,000) thus report-in pay section indicating savings of \$532,255 must be reduced accordingly. As for \$1,162,745 of savings assigned to guaranteed pay provision, audit finds no evidence of guaranteed pay events either in the certified payrolls or from interviews of contractors. The nature of the work in our opinion was not subject to the interruptions anticipated. The labor mix of hours anticipated did not accord with audit findings. For example the plumbers were projected to have 815,509 craft hours with a corresponding savings of \$540,238. Audit finds plumbers' hours did not near this projection. Lastly, Labor Law §220 has no provision for show up pay or guaranteed pay, this provision is solely contained within the collective bargaining agreements of the unions and thus taxpayers were already entitled to the concession. We acknowledge there may be restrictions on make-up work, substituting a Saturday for a day missed during the week, allowing for this flexibility may lead to savings.

Conclusion: Labor Law §220 does not require an owner to pay guaranteed pay or show-up pay thus the claimed savings was otherwise available to the taxpayers. The basis of projected hours and projected hours by certain labor crafts was not near the actual hours incurred. Assuming an owner will be adopting a PLA because of other economic or non-economic advantages then reducing exposure to contractual provisions unfavorable to taxpayers is desirable.

Section 5.5 Second and Third Shift

Findings: Projections based on 5% of total craft hours must be reduced due actual hours less than projection; hours estimated in the particular crafts (laborers, plumbers, electricians) less than projection. Rate schedules examined under Labor Law §220 do not indicate requirements being alleviated; said requirements are based on collective bargaining agreements. No confirmation either from certified payrolls or other information that shift work was employed as anticipated. Examination of bidding documents set forth work rules, which included amongst other items, the work day would be generally limited from 7:00am to 6:00pm.

Conclusion: Labor Law §220 does not require the payment of the shift differential from which relief was agreed upon, hence taxpayers would have paid straight time and eight hours in the case of a non PLA. The basis of projected hours and projected hours by certain labor crafts was not near the actual hours incurred, savings projections reduced accordingly. We note it appears rate schedules may have changed from inception of the PLA, specifically it appears electricians did not have stated shifts in their schedule at the inception of the PLA, however now the rate schedule for electricians sets forth shift start times. There may be savings from a PLA utilizing shift work especially in trades with rate schedules setting forth the requirement. In other situations, wherein a PLA may be contemplated based on other considerations, a project utilizing shift work may benefit from modification of the union rules.

Section 5.6 Overtime

Findings: Actual hours for teamsters and insulators were approximately 13,191 and 5,024 respectively, 5% of the projection. Following the methodology in the section, if 10% of all hours were overtime the savings from this category would be reduced to approximately \$12,400 based on the percentage of actual hours to projected hours. Audit found no substantial occurrences of overtime in these trades. Labor Law §220 has no provision for double time in these trades for the assumptions the projection was based upon.

Conclusion: Actual hours and rate schedules do not support savings from this section.

Section 5.7 Holidays

Findings: Integration with boilermakers and other trades based on projected hours. Projected boilermaker hours so low this category had no substantial basis. Any savings based on productivity is redundant since productivity savings claimed in Section 5.3 and 5.11

Conclusion: Boilermakers not entitled to extra holiday under rate schedules, hours projected above actual. No support for savings from this section.

Section 5.8 Apprentice Ratios

Findings: Visual review of certified payrolls, analytical testing and programming applied to our spreadsheets indicate no substantial use by the contractors of apprentice labor, and

certainly not in the ratios required to meet the savings projected. Apprentice labor was used but the ratios were in compliance with the stated rate schedules, the more favorable ratios negotiated by the PLA were not used. In other words, contractors would need to have increased apprentice usage in the ratios contemplated in order to save on wages paid apprentice versus journeymen.

Conclusion: The concept of better apprentice ratios is worthy of consideration and may actually save money. This is one area where concept and practice did not come together. We were unable to ascertain why contractors did not avail themselves of additional apprentice labor allowed but suspect the market place dictated efficiencies in staffing. Savings was not realized because more favorable apprentice ratios were not utilized.

Section 5.9 Off-Site Fabrication

Findings: The PLA gave taxpayers exactly what the law is in New York State regarding off-site fabrication. The Department of Labor's opinions in this matter is as follows "The prevailing wage requirements of Section 220 of the Labor Law are not applicable to work on materials used in connection with a public work project, where such work is not performed at or about the site of the project, and is not customarily and normally performed at such site."

Conclusion: NYS law governs off-site fabrication; flexibility to utilize off-site fabrication is available to taxpayers already without use of a PLA, no savings from this section. Also, assumptions of percentage of work assumed off-site and the utilized cost reduction of 20% appear to have no substantial correlation to the projects in question. In some cases we found specialty materials such as pumps and piping were substantial cost of the project, unable to ascertain how this affects projections, finally actual hours on projects 30% of projection of hours used in the calculation of savings.

Section 5.11 Management Rights

Findings: Category difficult to audit, as it appears based on assignment of a percentage with no verifiable, determinable methodology. Actual hours 30% of projected hours. Audit received and reviewed documents indicating certain perceived management rights overridden by County, calling into question control of certain aspects of the project by the contractor.

Conclusion: Estimate based on projected craft hours, actual hours 30% of projected hours, contractors supplied documents indicate certain rights were at least arguably diminished, rights accorded value (scheduling, level of staffing) would have existed without PLA. Redundant, as other sections have claimed similar types of efficiencies.

Section 5.12 Workers' Compensation Alternative Dispute Resolution

Findings: This program was not adopted by the County and thus was not part of the PLA

Conclusion: No savings.

Summary of Audit Findings and Conclusions Section 5 of the Feasibility Study

Study Section	Contract Provision	Projected Savings	Basis For Calculation	Audit's Preliminary Opinion	Revised Calculation Based on Actual Hours	Labor Law §220	Audit Final Opinion, Summary & Rationale
5.3	Regular Work Regular Day	\$2,549,000	4,270,000 labor hours; 4 hr gain in productivity	30% of estimated hours	\$764,700	Nothing required by statute that increases cost or provides relief.	No savings Assigned this section based on hours and no verified PLA only requirement
5.4	Guaranteed Pay	\$1,695,000	4,270,000 labor hrs; mix of trades especially plumbers, anticipated 815,509 plumbing hrs	30% of estimated hours	\$508,500	No requirement for show up pay under statute, thus no savings	Based on §220 and reduction in hours, especially plumbers no savings assigned
5.5	Second & Third Shift	\$515,000	Hrs within three crafts	Shift work minimal due to work rules an type of work	\$0	Only electricians currently have shifts stated in rate, may be savings	Hours used in calculation by trade (laborers, plumbers, electricians) did not reach estimate, work rules limited shift work
5.6	Overtime	\$248,000	Most savings from teamsters and insulators	No significant OT displayed within craft claimed	\$0	Not required by §220, these are union rules	Modifying these rules would be benefit of PLA, no significant opportunity noted
5.7	Holidays	\$153,000	Savings attributed to boilmakers	30%;Did not account for significant amount of hours	\$45,900	Assumes pay not required by rate schedule	No savings assigned to this category
5.8	Apprentice Ratios	\$1,205,000	Increased use of apprentice at lower wage	Contractors Did not take advantage of better ratio	\$0	Modifying this section could be beneficial, just did not happen	Increasing apprentice usage could reduce cost, PLA could provide this benefit
5.9	Offsite Fabrication	\$1,700,000	Based on projected hours	30% of estimated hours	\$510,000	Savings obtainable without PLA, not required by section	Rules on offsite fabrication favorable to owner, savings available in non-PLA
5.11	Management Rights	\$2,128,000	Based on 4,267,183 hours	30% of estimated hours	\$638,400	No provisions with this section that apply	Difficult to audit, some evidence management did not have certain rights
5.12	Workers' Comp ADR	\$1,724,000	N/A. Never used	\$0	\$0	N/A	Not used

OPINION # 2. It is our opinion and finding the PLA resulted in a greater use of local labor than non-PLA projects.

Local Labor

We acknowledge the assistance of the Onondaga County Water Authority (OCWA) and Michael Hooker, Executive Director. To gauge the success of the PLA as it related to local labor we determined it would be necessary to compare the PLA projects to other county projects and other public work projects.

Recently, OCWA completed several public work projects, and in the case of the covered water storage, awarded bids to both a union general contractor and non-union general contractor.

We appreciate their assistance and through our discussions with OCWA we learned the authority is exempt from the Wicks Law requirements. We will work with OCWA to evaluate and compare projects built by OCWA against projects built by municipalities.

The OCWA reservoir projects were very unique. We understand the specialty contractors did not call Onondaga County home. Our comparison of the PLA to the OCWA projects is not intended to draw any negative inference upon OCWA. Rather, they allow valuable comparisons because Non-Onondaga County contractors, one union and one non-union constructed the reservoirs.

As for the other projects in our comparison, location of the contractor and specialty of the work were all factors in labor usage.

As the charts indicate, as a percentage, the PLA succeeds in use of local labor as defined in our audit.

Legend: All non-PLA projects	
Project	Location
Western Reservoir	non-local contractor
Eastern Reservoir	non-local contractor
Otisco WWTP	local contractor
Wetzel Onondaga County	local contractor
Screen Machine Onondaga County	local contractor
Bloody Brook Onondaga County	non-local contractor
Hillcrest Pump Station Onondaga County	non-local contractor

Chart L-1

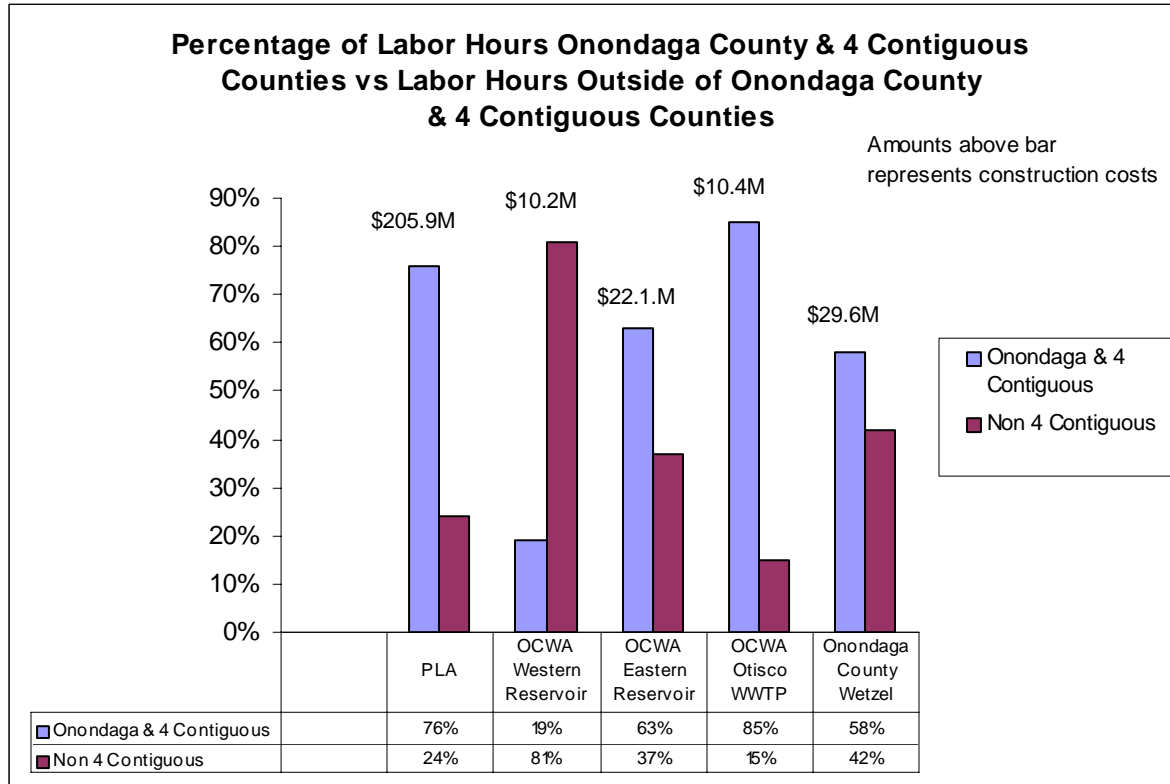


Chart L-2

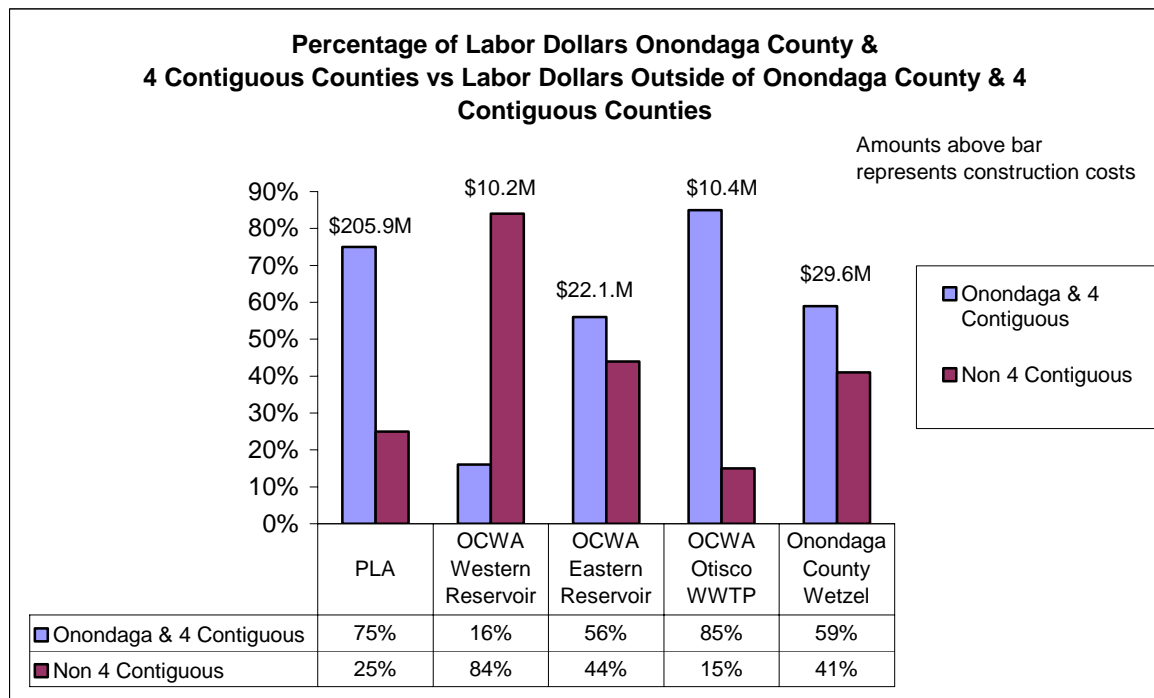
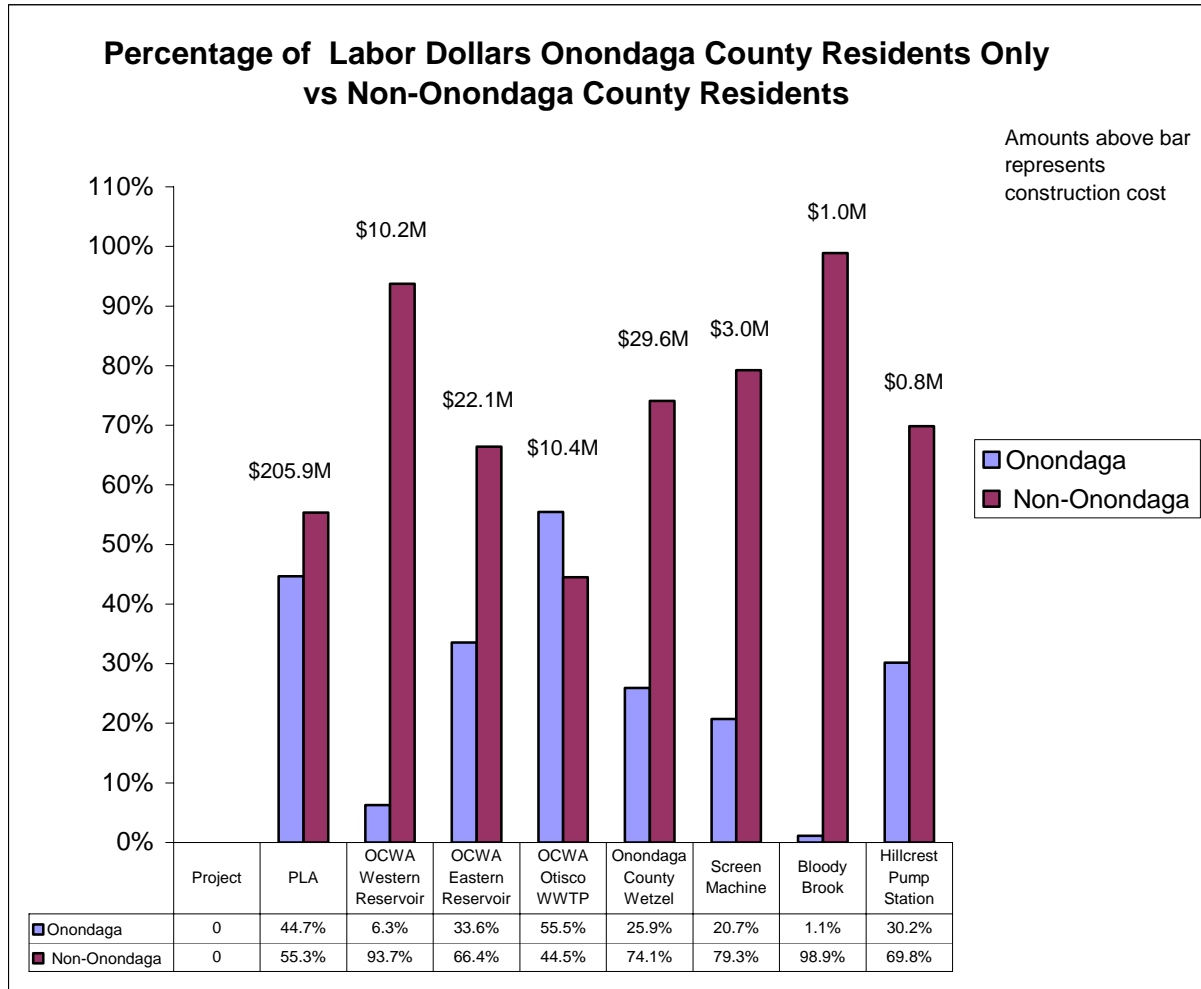
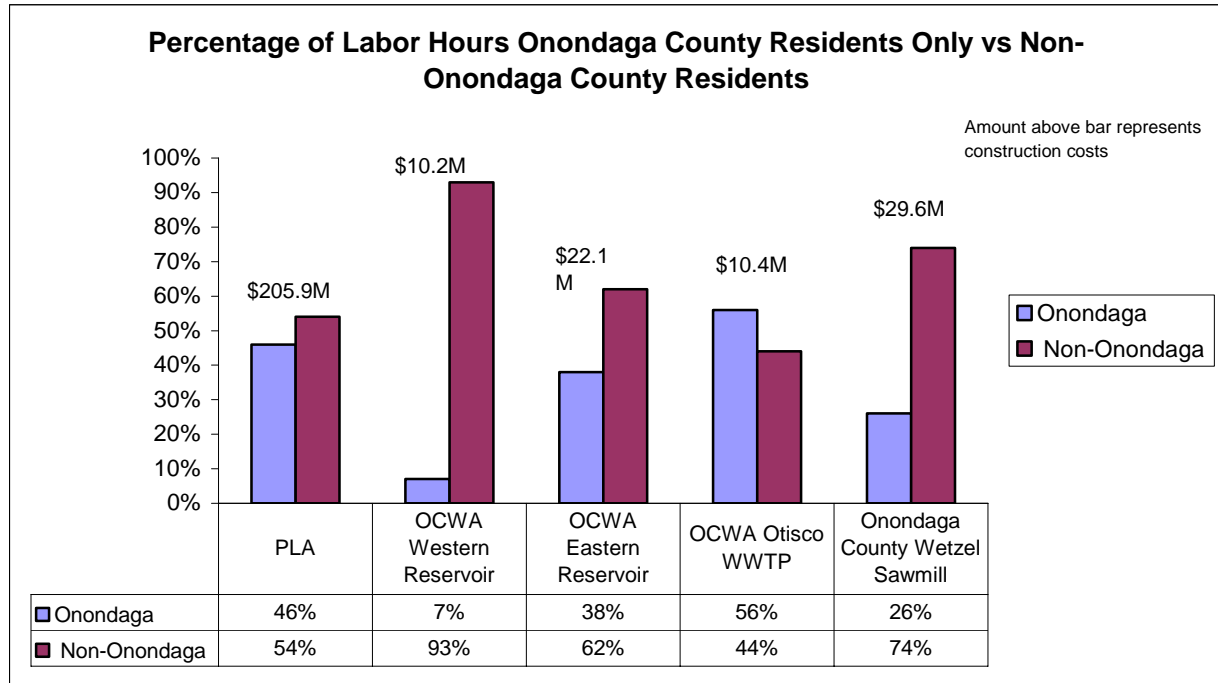


Chart L-3



Note: Additional smaller non-PLA projects on Chart L-3 only.

Chart L-4



OPINION #3. It is our opinion the PLA did not inhibit competition nor did utilization of the PLA thwart the interest underlying the State’s competitive bidding laws.

Competition

As the Chart C-1 indicates, the project enjoyed competitive bidding on virtually all segments. There were several instances where only one bid was offered. Audit noted the Purchase Department was diligent in these situations, noting at least one instance in which a sole bid was rejected and the project re-bid.

Also, in all circumstances engineers approved awarding of all final bids and audit in most cases was able to obtain engineers’ estimates of pre-bid costs. We find most final awards were below engineers’ estimates.

In all other situations there were multiple bidders, which leads us to conclude the projects enjoyed a competitive environment, which served the taxpayers well.

Our audit did not reconcile construction costs estimated in the feasibility study. We recognize change orders occurred after bids were awarded. The Onondaga Lake Improvement Office (LIPO) reports construction costs and project descriptions. One such report is included at Appendix E.

Chart C-1

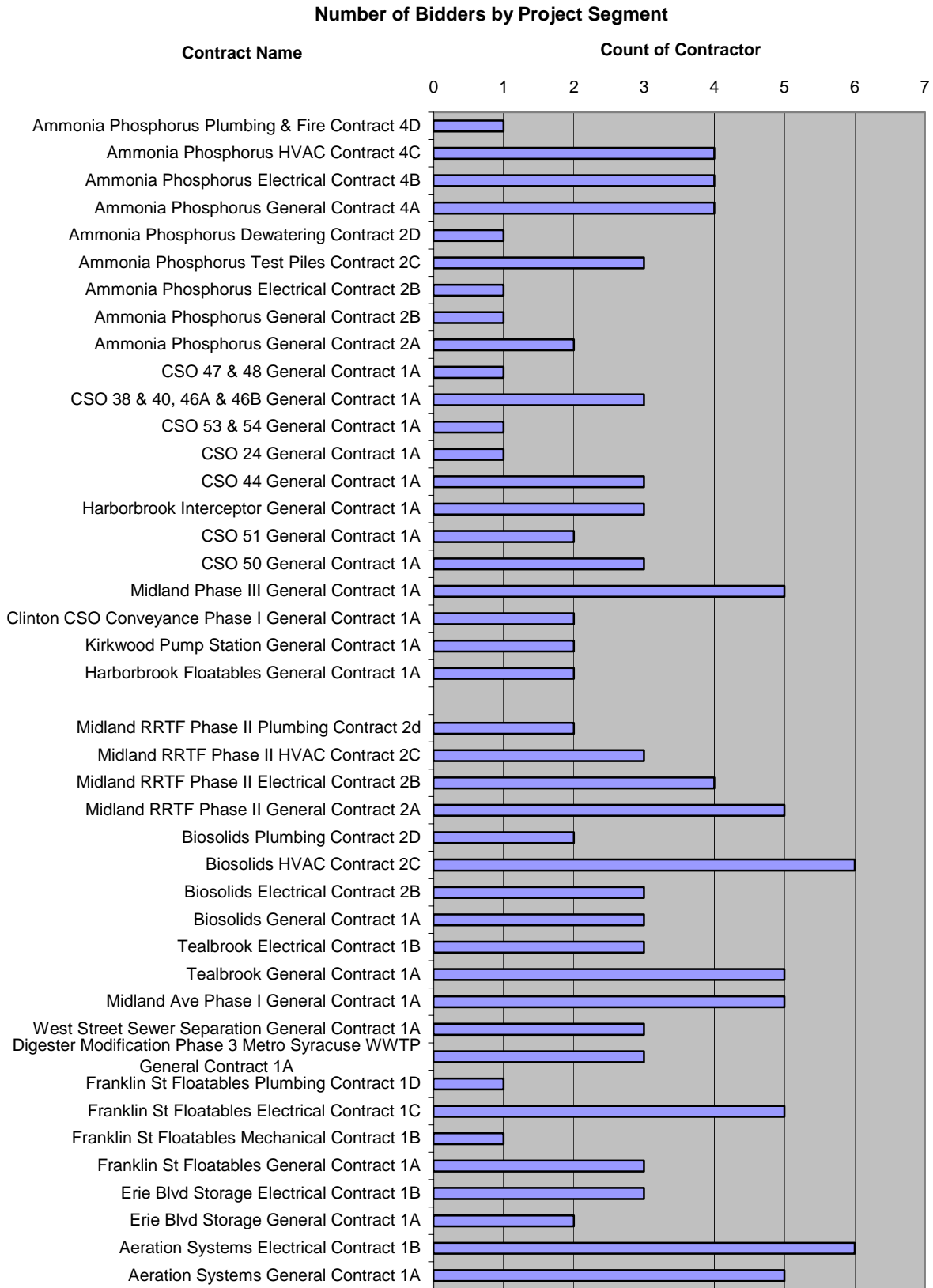


Table C-2

Lake Projects-Select Bids

Contract Name	Bidders	Winning Bid Amount
<i>**Single bid projects highlighted in yellow</i>		
Aeration Systems Electrical Contract 1B	6	\$793,397
Aeration Systems General Contract 1A	5	\$5,566,000
Biosolids Electrical Contract 2B	3	\$1,347,000
Biosolids General Contract 1A	3	\$10,677,101
Biosolids HVAC Contract 2C	6	\$375,007
Biosolids Plumbing Contract 2D	2	\$160,900
Clinton CSO Conveyance Phase I General Contract 1A	2	\$15,025,360
CSO 24 General Contract 1A	1	\$1,791,888
CSO 38 & 40, 46A & 46B General Contract 1A	3	\$3,598,681
CSO 44 General Contract 1A	3	\$7,701,898
CSO 47 & 48 General Contract 1A	1	\$1,998,101
CSO 50 General Contract 1A	3	\$3,247,888
CSO 51 General Contract 1A	2	\$4,217,888
CSO 53 & 54 General Contract 1A	1	\$2,167,101
Digester Modification Phase 3 Metro Syracuse WWTP General Contract 1A	3	\$519,600
Erie Blvd Storage Electrical Contract 1B	3	\$143,700
Erie Blvd Storage General Contract 1A	2	\$1,551,773
Franklin St Floatables Electrical Contract 1C	5	\$104,800
Franklin St Floatables General Contract 1A	3	\$3,373,800
Franklin St Floatables Mechanical Contract 1B	1	\$174,350
Franklin St Floatables Plumbing Contract 1D	1	\$28,400
Harborbrook Floatables General Contract 1A	2	\$343,101
Harborbrook Interceptor General Contract 1A	3	\$12,217,888
Kirkwood Pump Station General Contract 1A	2	\$4,401,101
Midland Ave Phase I General Contract 1A	5	\$1,734,085
Midland Phase III General Contract 1A	5	\$483,900
Midland RRTF Phase II Electrical Contract 2B	4	\$2,830,000
Midland RRTF Phase II General Contract 2A	5	\$47,569,077
Midland RRTF Phase II HVAC Contract 2C	3	\$2,024,913
Midland RRTF Phase II Plumbing Contract 2d	2	\$483,500
Tealbrook Electrical Contract 1B	3	\$24,324
Tealbrook General Contract 1A	5	\$843,101
West Street Sewer Separation General Contract 1A	3	\$2,467,488
Ammonia Phosphorus General Contract 2A	2	\$14,391,101
Ammonia Phosphorus General Contract 2B	1	\$230,400
Ammonia Phosphorus Electrical Contract 2B	1	\$268,000
Ammonia Phosphorus Test Piles Contract 2C	3	\$479,101
Ammonia Phosphorus Dewatering Contract 2D	1	\$3,684,409
Ammonia Phosphorus General Contract 4A	4	\$36,983,800
Ammonia Phosphorus Electrical Contract 4B	4	\$6,060,790
Ammonia Phosphorus HVAC Contract 4C	4	\$2,840,000
Ammonia Phosphorus Plumbing & Fire Contract 4D	1	\$982,000
Total	122	\$205,906,712

FUTURE CONSIDERATIONS

PLA Evaluations for Elected Officials

Elected officials have expressed difficulty with the timing of the PLA process. In comparison to the eternal chicken and egg question, officials express concern over approving or what may appear tacit consent to enter into a PLA, and then conducting the feasibility study.

Also, the rhetoric accompanying the PLA decision comes with stark contrast in claims by opponents and proponents of PLAs.

As stated earlier, a PLA may be adopted only after a feasibility study or a cost benefit analysis is performed. There is also confusion over how savings estimates are derived, especially as it comes to standardization of union agreements.

Before undertaking the time and expense of the feasibility study, what elements and criteria should be present initially to warrant consideration of a PLA?

We offer the following thoughts to elected officials when deciding to authorize a feasibility study.

The PLA examined by our office based potential savings on agreed upon work rule changes, which claimed individual trades would be able to work more efficiently, thus saving money. We believe there can be a place for PLAs wherein the work rules so modified are the requirements of Labor Law §220.

Some may argue there is savings from modification of union work rules because there is value in providing for better control of the work place. We caution however, the concessions by trade unions are rules within their own control and may or may not in any event be subject to competitive pressures. These types of savings should be considered only after the initial assessment demonstrates opportunity and savings from relief of the minimum requirements of Labor Law §220. Note that in many cases the collective bargaining agreements of a particular trade do in fact become part of the rate schedule of Labor Law §220, the key is ascertaining the minimum requirements of Labor Law §220 that will apply to all public work, PLA or no PLA. Relief from these minimum requirements will save money and are available from use of a PLA.

The potential use of a PLA must be viewed as an opportunity to save taxpayer money, a feasibility study may be warranted if the following conditions are present in the project:

- Extensive shift and night work, or Saturday work which may be present in renovation projects
- Extensive dependence between the trades such as new building construction where timing is critical for subsequent trades (the sheet rocker must wait for the plumber, etc.), also factors in Wicks analysis
- Labor mix required on project wherein a certain trade has definitive scheduling mandates (electricians)
- Projects requiring extensive daily set-up and tear-down time, such as utilizing heavy equipment, taking advantage of the 4 day 10 hour schedule may be favorable (Note: dispensation available but not for all trades)
- Projects wherein apprentice labor may offer the same efficiencies as journeyman labor, adjusting ratios may save money
- Exemption from Wicks Law, discussed in next section

If after diligent review with engineering and construction personnel, if any of the factors above are present in the project, then additional evaluation must be made as to:

- Labor competition within region, is there a lack of competitive balance overall or within a particular trade
- Does project call for certain trades only available from union halls
- Labor harmony and risk of work stoppage weighed against time constraints within the project

The above factors will help gauge whether a PLA is appropriate. If so, negotiations are then conducted with local unions. The complete terms and analysis of items along with non-economic considerations then becomes the potential benefits of the PLA.

Ultimately the total negotiated and anticipated savings of the PLA is weighed against building the project within the framework of existing labor law and competitive bidding statutes.

Wicks Law

NYS passed legislation in 2008 allowing for an exemption from the Wick's Law by implementation of a PLA. The Wick's statute as applied to Onondaga County, generally requires multiple prime contractors on projects with a cost greater than \$500,000. Opponents of the Wick's law believe the requirement of multiple prime bidders increases cost. It is believed managing up to four separate contractors (General Building, Mechanical, Electrical and Plumbing) increases the oversight cost of the owner and adds risk from lawsuits by any, or all of, the four primes for construction delays.

No matter your inclination, the adoption of a PLA allows for this requirement to be avoided. Arguably, the owner could bid the projects both ways, utilizing four primes versus utilizing one prime, to ascertain the best deal for the taxpayers.

We caution the analysis of Wick's must begin with identification of the mix of contractors. In our audit we found the mix of the four contractors to be heavily in one prime contractor, the General Building contractor. This chart shows the construction cost of award to all primes. We conclude from a non-engineering perspective that past projects did not have as much risk or cost from multiple prime contractors because the data shows negligible awards to the electrical, mechanical and plumbing contractors as a percentage of total construction cost.

Table W-1

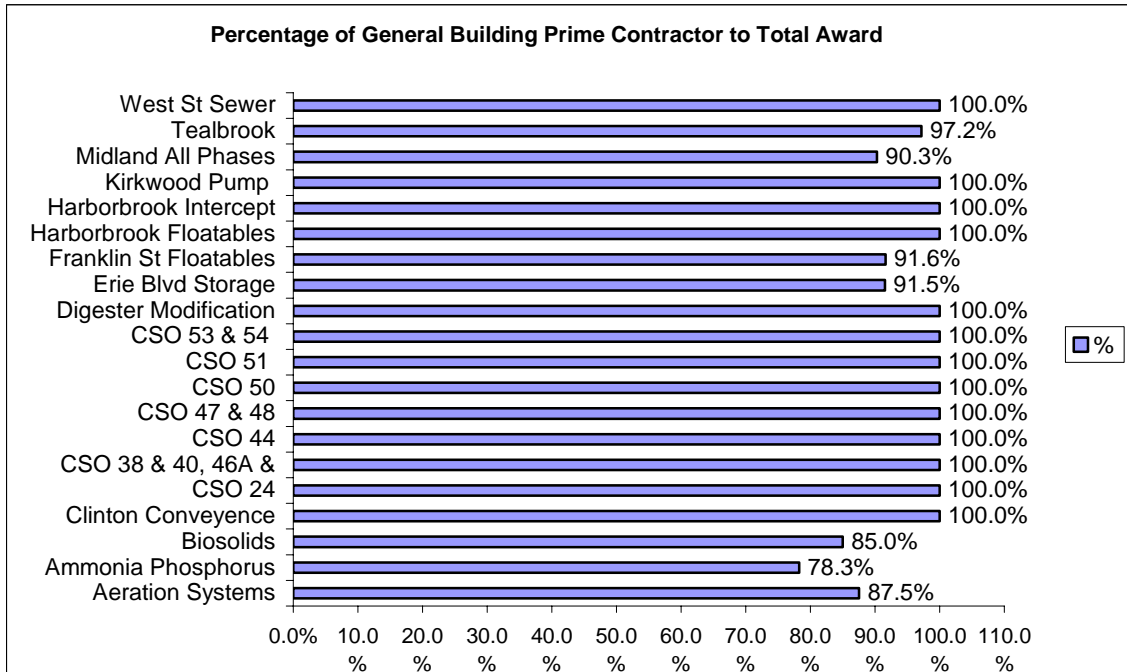
Cost & Percentage of Award by Prime Contractor

Project	General	%	Electrical	HVAC	Plumbing	Dewatering	Test Piles	Total
Aeration Systems	\$ 5,566,000	87.5%	\$ 793,397	\$ -	\$ -	\$ -	\$ -	\$ 6,359,398
Ammonia Phosphorus	\$ 51,605,301	78.3%	\$ 6,328,790	\$ 2,840,000	\$ 982,000	\$ 3,684,409	\$ 479,101	\$ 65,919,602
Biosolids	\$ 10,677,101	85.0%	\$ 1,347,000	\$ 375,007	\$ 160,900	\$ -	\$ -	\$ 12,560,009
Clinton Conveyence Phase 1	\$ 15,025,360	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,025,361
CSO 24	\$ 1,791,888	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,791,889
CSO 38 & 40, 46A & 46B	\$ 3,598,681	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,598,682
CSO 44	\$ 7,701,898	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,701,899
CSO 47 & 48	\$ 1,998,101	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,998,102
CSO 50	\$ 3,247,888	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,247,889
CSO 51	\$ 4,217,888	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,217,889
CSO 53 & 54	\$ 2,167,101	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,167,102
Digester Modification Phase 3								
Metro Syracuse WWTP	\$ 519,600	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 519,601
Erie Blvd Storage	\$ 1,551,773	91.5%	\$ 143,700	\$ -	\$ -	\$ -	\$ -	\$ 1,695,474
Franklin St Floatables	\$ 3,373,800	91.6%	\$ 104,800	\$ 174,350	\$ 28,400	\$ -	\$ -	\$ 3,681,351
Harborbrook Floatables	\$ 343,101	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 343,102
Harborbrook Interceptor	\$ 12,217,888	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,217,889
Kirkwood Pump Station	\$ 4,401,101	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,401,102
Midland All Phases	\$ 49,787,062	90.3%	\$ 2,830,000	\$ 2,024,913	\$ 483,500	\$ -	\$ -	\$ 55,125,476
Tealbrook	\$ 843,101	97.2%	\$ 24,324	\$ -	\$ -	\$ -	\$ -	\$ 867,426
West St Sewer	\$ 2,467,488	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,467,489
Total	\$ 183,102,121	88.9%	\$ 11,572,011	\$ 5,414,270	\$ 1,654,800	\$ 3,684,409	\$ 479,101	\$ 205,906,731

Note:

Plumbing Bid Specifications may change due to Department of Labor Opinion regarding process piping, which during the course of the PLA was included in general bid specifications

Table W-2



We believe certain types of building construction, especially high-rise construction would increase the risk four prime contractors would cost more money than one prime in control of the project.

Some may offer that a qualified construction manager may minimize the risk to the owner in a Wick's situation, we merely offer the PLA exemption may save money and should be reviewed where appropriate circumstances are present.

APPENDIX A

CAMP DRESSER MCKEE PLA FEASIBILITY STUDY

July 17, 1998

Mr. Nicholas J. Pirro
County Executive
Onondaga County
421 Montgomery Street
14th Floor
Syracuse, New York 13202

Subject: Project Labor Agreement

Dear Mr. Pirro:

CDM is very pleased to submit our analysis of the benefits and other considerations to be weighed in the County's deliberations on the merits of using a Project Labor Agreement (PLA) for the Amended Consent Judgement (ACJ) Improvements Program.

Our analysis has placed heavy emphasis on the economic benefits to be gained from a skillfully drafted PLA. However, we have noted several benefits that should be considered in spite of the difficulty in estimating the economic value of these considerations. A copy of the agreed upon version of the PLA is included in this report. We have received a verbal confirmation of the acceptance of the agreement by the Union and expect a letter of acceptance within a few days confirming same.

We have first-hand experience in the successful deployment of a PLA for the very large program to clean up Boston Harbor. The cost savings offered were genuine. The project stability and the enhanced schedule performance offered by a PLA were major factors that built public trust in the management team -- trust that is absolutely essential for the community support needed to progress and finance these major programs. A well-drawn PLA offers Onondaga County many of these same benefits.

Very truly yours,

CAMP DRESSER & MCKEE



Richard D. Fox
Senior Vice President

cc: James A. Albanese, Onondaga County
Neil R. Saiger, Onondaga County

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NOT INCLUDED	→ Appendix A	Executive Order from the White House
NOT INCLUDED	→ Appendix B	Statement of John Koskinen, Deputy Director for Management
INCLUDED	→ Appendix C	Governor George Pataki's Executive Order Re: PLA's
NOT INCLUDED	→ Appendix D	Statement of John T. Dunlop
NOT INCLUDED	→ Appendix E	CDM Profile
SEE APPENDIX C OF COMPTROLLER REPORT	→ Appendix F	Project Labor Agreement —
NOT INCLUDED	→ Appendix G	Details of Labor Cost Breakdown
NOT INCLUDED	→ Appendix H	* Detailed Savings Evaluations/J&H Marsh & McLennen Letter and Deinhardt Report

APPENDIX C OF
AUDIT REPORT

* NOTE: THE PLA DID NOT ADOPT
WORKERS' COMP ADR

DETAILED SAVINGS EVALUATIONS INCLUDED
AS APPENDIX B OF COUNTY COMPTROLLER REPORT

HAND WRITTEN NOTES ADDED BY
OFFICE OF COUNTY COMPTROLLER

Section 1

Executive Summary

1.1 Background

Project Labor Agreements, which have been utilized in the private sector for many years, are a recognized tool for assisting in cost effective and timely completion of major construction projects. They serve these objectives by providing uniform work conditions, cost savings, maximum labor-management harmony, and comprehensive protection against work disruptions arising out of labor disputes.

A Project Labor Agreement (PLA) is a labor contract limited to the construction of a specific project. Unlike a typical labor agreement, a PLA does not bind a contractor wherever it works for a specified period of time; it only applies to the contractor's work on a particular project and only for the duration of that project. All parties involved in the construction – unions, contractors, and the project construction manager – are required to be signatories to the PLA, which supersedes any pre-existing labor agreements. The PLA provides for standardized work practices, hours, holidays, and grievance dispute and arbitration procedures; it also promotes overall labor/management harmony for the duration of the project. Most importantly, the PLA prohibits any strikes, lock-outs, work stoppages or other disruptions of the work for any reason during the term of the PLA. A PLA typically is a "pre-hire" agreement, which means it is negotiated prior to construction and prior to the hiring of the employees who will be governed by it.

In March of 1993, the U.S. Supreme Court held that a governmental entity, when it is acting in its proprietary capacity as owner or manager of property and is participating in the construction industry market place much as a private employer, can utilize a project labor agreement without running afoul of federal law. On March 28, 1996 the New York Court of Appeals approved, under State Law, the use of PLAs on publicly owned projects. In that case, which involved the repair and refurbishing of the Tappan Zee Bridge, the Court emphasized the need for the PLA to foster one or both of the dual purposes underlying the State's various competitive bidding laws: (1) protecting the public fisc and (2) avoiding favoritism. The importance of potential cost savings to the public through the use of a PLA was emphasized by the Court's rejection of a PLA in a companion case, involving the Rosewell Park Cancer Institute in Buffalo. There, in the absence of sufficient evidence that the Dormitory Authority approved the use of the PLA as a cost saving device, the use of a PLA was struck down by the Court.

PLAs have a long history in both public and private construction in the United States, dating back 60 years or more. See Perritt, *Keeping the Government Out of the Way: Project Labor Agreements Under the Supreme Court's Boston Harbor Decision*, 12 The Labor Lawyer 69 (1996). The Grand Coulee Dam, the Shasta Dam, Disney

World, the TransAlaska Pipeline, Boston's Central Artery and Harbor Clean Up Projects, the Tappan Zee Bridge Refurbishing Project, the Onondaga County Resource Recovery Agency Resource Recovery Facility, and the Cape Kennedy Space Center are just some of the projects which have been constructed under a PLA.

Although not new to construction, PLAs have received considerable attention in recent years as a result of the Supreme Court's *Boston Harbor* decision. With this attention has been recognition of the benefits which these agreements can bring to a construction project. For example, recognizing the ability of PLAs to "achieve economy and efficiency in Federal construction projects," President Clinton issued a Memorandum to all Executive Departments and Agencies in June of 1997 encouraging consideration of PLAs on Federal projects (a copy is attached as Appendix A). The testimony by the Deputy Director for Management of the Office of Management and Budget, John Koskinen, before the Senate Committee on Labor and Human Resources in April of 1997 also spoke of the long, successful history of PLAs in containing construction costs and assisting in the timely completion of major construction projects, in both the public and private sector (a copy of his testimony is attached at Appendix B). Also aware of the potential benefits PLAs can bring to public construction, Governor Pataki issued Executive Order No. 49 in 1997, requiring State agencies to establish guidelines for the consideration of PLAs on State projects, recognizing that "it is now clear that project labor agreements are one of many tools which may be used by management and labor and which may, under certain circumstances, assist in achieving the goals [of timely completion of public construction projects...while at the same time limiting the costs of such projects]" (a copy of this Executive Order is also attached at Appendix C). According to a recent report issued by the United States General Accounting Office, the Governors of Nevada, New Jersey and Washington have issued similar Executive Orders, as have the Mayors of Boston and Philadelphia.

The value of a PLA on the Boston Harbor Clean Up Project, an on-going multi-billion dollar effort in Boston, has been documented by noted labor economist and Harvard University Professor (Emeritus) John Dunlop in connection with the consideration of a PLA on a major Southern Nevada Water Authority project (a copy of Dr. Dunlop's statement is attached at Appendix D). A report from the Manager of ICF Kaiser, the administrator of the Boston Harbor PLA, included in Dr. Dunlop's statement clearly credits that project's PLA with helping bring the project in under budget and ahead of schedule, and complete approximately 20,000,000 craft hours without any time lost due to labor disputes. Savings from PLAs have also been recognized in court cases approving the use of PLAs on public construction projects in New York. E.g., *New York State Chapter, Associated General Contractors v. New York Thruway Authority*, 88 N.Y. 2d 56 (1996) (approximately \$6 million in estimated savings); *Albany Specialties, Inc. v. County of Orange*, 240 A.D. 2d 739 (2d Dept. 1997) (\$2.1 million in savings). However, where anticipated cost savings are not documented at the time of approval, a PLA requirement has been struck down in New York. *Empire State Chapter of*

Associated Builders and Contractors, Inc. v. City of Oswego, 239 A.D. 2d 875 (4th Dept. 1997).

Although opponents of PLAs have claimed that such a requirement precludes open shop, or non-union, contractors from bidding, the courts have soundly rejected that claim as a legal matter, and experience on a number of projects indicates that PLAs do not, in fact, have such an effect. For example, the above referenced statement of Dr. Dunlop indicates that there has been significant work secured by non-union contractors on the Boston Harbor project, with, as of October of 1996, approximately 102 out of a total of 257 subcontractors classified as "open shop," despite Boston being a market in which approximately 75% of major construction is performed on a union basis. In addition, at the time of the decision by the Superior Court in Massachusetts approving the use of a PLA on a second, multi-billion dollar project in Boston, the Central Artery Project, dozens of non-union contractors had bid on and/or received project contracts. See *Utility Contractors Association of New England, Inc. v. Commissioners of the Massachusetts Department of Public Works*, Civil Action No. 90-3035 Decision at p. 11 (1996). And on a major construction project in California, in which a PLA was required, non-union contractors constituted 75% of all contractors working on the project. *Associated Builders and Contractors, Inc. v. Metropolitan Water District of Southern California*, 1997 WL 768936 (Cal. App. 2 Dist. 1997).

Against this background, the County authorized Camp Dresser & McKee an internationally recognized engineering and construction firm specializing in environmental projects (Firm Profile - Appendix E) to negotiate with the Syracuse area building trades council in an effort to secure an agreement covering the Onondaga Lake Improvement Project which could:

- (1) provide economic savings in the construction process through, among other things, uniformity in work rules and practices; mechanisms for improved productivity, safety, and efficiency; and timely completion of the construction; and
- (2) ensure access to the benefits of the PLA to all successful bidders (including open-shop contractors), as well as guaranteeing that all successful bidders are permitted to utilize a portion of their regular work force on the Project.

We proceeded with the negotiations understanding that the County was most concerned with finding the most economical way to proceed with timely construction, with the least disruption to County operations and the public.

Acceptance and implementation of any PLA reached in these negotiations was explicitly conditioned upon the approval of the County Executive and County Legislature. What follows is a study designed to assist the County in determining whether that approval should be given with respect to the PLA subsequently negotiated.

1.2 The Onondaga Lake Improvement Project

On September 19, 1997, Onondaga County signed an Amended Consent Judgement for the Onondaga Lake Improvement Project (ACJ). The ACJ calls for significant capital improvements to be made to the Metropolitan Wastewater Treatment Plant (METRO) and to the wastewater collection system for the purpose of abatement of combined sewer overflows (CSO's) and improving water quality in Onondaga Lake. The improvements undertaken are expected to cost \$385 million (in today's dollars) and will be undertaken over the next twelve years. The ACJ also contains the requirement for additional expenditures estimated at another \$63 million (in today's dollars) in the year 2010 if certain future compliance determinations require additional facilities.

1.3 The Negotiations

Camp Dresser & McKee (CDM) met with the union negotiating team in negotiating sessions over a three month period. An initial meeting was held on April 29, 1998. At this meeting, CDM outlined and discussed the broad components of an agreement, basically using the successful agreement for the Tappan Zee Bridge project as a model for discussion. In the end, a PLA for the ACJ Onondaga Lake Improvement Project (the "Lake PLA") was negotiated which included not only those provisions of the Tappan Zee Bridge PLA deemed beneficial to this Project, but also provisions for a significantly higher employee "tag along" (25% instead of 12%), for continuation of a contractor's pre-existing benefits plans, and a commitment to a Workers' Compensation ADR program.

1.4 The PLA and the County's Objectives

We believe that the agreed upon Lake PLA satisfies the above identified objectives by including provisions for:

- (1) standardizing the terms and conditions governing the employment of labor on the Project;
- (2) flexibility in work scheduling and shift hours and times, including provisions for a third work shift and a "4-10 hour days" schedule where warranted;
- (3) negotiated adjustments in work rules and staffing requirements from those which otherwise might apply;
- (4) comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (5) a reliable source of skilled and experienced labor;
- (6) permissible apprenticeship levels of at least 25% in all trades;
- (7) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work assignments and other labor disputes, and promoting labor harmony and peace during the ten year duration of the Agreement;
- (8) minimizing potential disruptions to County operations;

- (9) ensuring utilization by successful contractors (including, specifically, non-union contractors) of core workers, in an amount equal to at least 25%, with continued participation of those employees in the contractor's pre-existing benefit plans;
- (10) providing the stability, security and work opportunities afforded by a Project Labor Agreement;
- (11) maximizing project safety conditions for both workers and the public; and
- (12) an ADR Workers' Compensation program.

The Lake PLA recognizes that contracts issued prior to the execution of the Lake PLA are not covered by the agreement. Nonetheless, because of the comprehensive no-strike language of the Lake PLA, any labor disputes (whether related to the Project or not) between any signatory union and such a contractor cannot spill over to the Project and cause disruption to Project construction.

The Lake PLA is the product of serious and arms length negotiations by experienced parties on both sides of the table. It substantially achieves the public policy and economic goals sought by the County and accomplishes the desired goal of providing for the construction required by the ACJ with substantial cost savings.

A copy of the Lake PLA is attached as Appendix F.

1.5 Our Study

CDM developed a comparative analysis of the existing fifteen area collective bargaining agreements which likely would govern construction on the Project in the absence of a PLA. (Given the nature and size of this project, and the make-up of the market, even in the absence of a PLA we would expect, on a dollar basis, approximately 56 to 65% of the successful project bidders to be unionized contractors covered by one or more of these agreements.) Significant aspects of each agreement were evaluated. The intent of the review was to identify areas for improvement through a PLA which could potentially result in a reduction of the labor cost for the project.

Problems associated with these various local agreements are described below, together with an explanation of how the Lake PLA addresses these problem areas. In addition, an economic assessment of the Lake PLA is included. This portion of the study, with supporting tables (attached as Appendix G and H), illustrates labor cost savings of \$11,920,000, generated by the use of the Lake PLA, when compared to construction labor costs in the absence of the Lake PLA. These savings, we believe, should result in correspondingly lower bids for the work involved, thus creating a savings to the County and, ultimately, the tax paying public.

1.6 Summary of Significant Benefits

To summarize, the Lake PLA offers several very significant benefits. First, implementation of the Lake PLA will result in an estimated cost savings of \$11,920,000, in 1998 dollars, or 11 percent of the projected cost of labor (\$108,186,000) for the project. Accounting for anticipated inflation, the actual value of these savings is estimated at \$14,780,000. Equally important, however, are several very key benefits that are not precisely translated into dollar savings but are as significant to the completion of the project. The Lake PLA is designed to provide for efficient, coordinated construction of multiple contractors, without disruption due to labor disputes. Not only does this design enhance the likelihood that various Court-ordered construction milestones will be achieved and costly fines and penalties avoided by the County as a result, but it also means that improvements to the Lake environment, which is in the interest of every County resident, will be expedited. This Lake PLA also goes further than past PLA's on publicly owned projects to address the most significant concerns of the non-union contracting community by allowing non-union contractors a twenty five percent "tag along" (which to the best of our knowledge, is the highest percentage established for a "tag along" provision in New York for a PLA on a publicly owned project) and by permitting contractors with existing benefit plans to continue to use those plans for their existing employees, thereby assuring their existing work force benefits continuity.

Section 2

Project Description

2.1 Scope

The Onondaga Lake Improvement Project as spelled out under the ACJ (the Project) is an integrated project with multiple construction components starting and finishing at varying times over the life of the project. The various components to be constructed in the future and the anticipated project capital costs are shown on Table 1. Projects range from improvements to wastewater treatment systems at the Metropolitan Wastewater Treatment Plant (METRO) to combined sewer overflow (CSO) elimination or mitigation projects such as sewer storage capacity improvements, regional treatment facilities (RTF) (swirl concentrators and disinfection), floatables control facilities and sewer separation.

2.2 Schedule

The ACJ establishes an overall completion date of December 1, 2012 at which time full compliance with the Clean Water Act must be achieved. The ACJ, however, also establishes interim milestone dates (major and minor) with which the County must comply or be subject to stipulated penalties. Penalties would vary with the nature of the violation and its duration and whether the violation involved a major or a minor milestone. A schedule is presented as Figure 1. Milestone dates are noted on the schedule. In addition to the overall date for compliance the County must meet thirty-six (16 minor and 20 major milestones) interim schedule requirements in order to maintain compliance with the requirements of the ACJ. Penalties for non-compliance with milestone requirements range from \$500 for each day of non-compliance during the first ten days to \$5,000 per day for non-compliance in excess of thirty days.

2.3 Construction Costs

Table 2 presents the individual project components and the anticipated project costs for each, which total \$387,644,000 (in 1997 dollars). An estimated twenty percent of the project cost is anticipated to represent engineering, legal and administrative costs. The estimated construction costs are also shown on Table 2. The construction cost is estimated to be \$310,116,000.

Section 3

Estimate of Craft Labor Needs

3.1 Craft Labor Breakdown

Fifteen craft labor unions represent that portion of the construction industry in Onondaga County anticipated to be represented on the Project. A listing of the unions is presented on Table 3. For each of the 18 individual construction components yet to be initiated in the future under the ACJ, CDM estimated the labor needs by craft. These breakdowns are included in Appendix G. Each craft estimate accounted for apprentices at a rate consistent with the existing collective bargaining agreements' allowance for journeyman/apprentice ratios. A summary table (Table 4) presents the projected labor hours for each project and for each labor craft. The analysis estimates that approximately 4.27 million craft labor hours will be required to complete the construction work as outlined in the ACJ. The distribution of these hours over the life of the project is shown graphically on Figure 1. While the demand for craft labor is immediate and significant, the most significant demands on available craft labor will begin in the year 2001 and extend into the year 2006. Another significant craft labor demand is the additional filtration system projected at the end of the schedule (years 2011 and 2012). Given the nature and the size of the 18 individual contracts to be completed and the make-up of the market, even in the absence of a PLA, we would expect on a dollar basis approximately 56 to 65% of the successful project bidders to be unionized contractors covered by one or more of the craft labor agreements.

3.2 Projected Labor Costs

Utilizing current wage and benefit rates for journeyman and apprentices as well as representative Journeyman/Apprentice ratios from each craft's collective bargaining agreement, labor costs were projected for each individual component of the Project. The labor costs for individual components may be found in Appendix G. The projected craft labor cost for the project is estimated at \$108,186,000 or 35 percent of the anticipated construction cost. The actual percentage of construction cost for labor varies on individual components from 20 to 60 percent.

Section 4

Summary of Existing Labor Agreements

4.1 Existing Agreements

CDM has developed a comparative analysis of the existing fifteen collective bargaining agreements. Significant aspects of each agreement are summarized on Table 5. The intent of the review was to identify areas for improvement through a PLA which could potentially result in a reduction of the labor cost for the project. A brief synopsis of the analysis follows.

Contract Duration/Expiration Date

Contract durations range from one to three years with the majority of the agreements being three years in duration. The majority of the agreements expire in mid-1998. Three extend to mid-1999 and three to the year 2000. Over the life of the Lake PLA, 15 agreements will expire, cumulatively, a total of 48 times.

Regular Work Hours/Regular Work Day

Regular work hours/work day are not consistent between agreements. Although all of the agreements standardize on a 5 day, 40 hour work week. Some crafts allow 4 ten hour days as an alternate. The majority of the agreements set normal work hours from 8 a.m. to noon and 12:30 p.m. to 4:30 p.m. with an unpaid one-half hour for lunch. Several unions do not state specific start and quitting times but state that the hours must be consecutive with a ½ hour lunch. Other unions specifically state that the starting and quitting times may be changed but require notification.

Guaranteed Pay

All local union agreements require two hours pay for reporting in. Five unions have guaranteed work conditions; the Operating Engineers, the Laborers, the Plasterers, the Plumbers & Steamfitters and the Boilermakers. Four essentially guarantee a full day of pay once the work day starts regardless of the hours actually worked. The Operating Engineers agreement contains a more significant set of criteria. The rest of the unions allow Saturdays as a make-up for weather at straight time.

Shift Work

The agreements vary widely. Shift differentials range from 10 to 15 percent for second shift to 10 to 25 percent for third shift. In addition, many agreements shorten the hours worked for second and third shift (7.5 hours for second shift

and 7 hours for the third shift) but require 8 hours of pay. The Carpenters and Operating Engineers are straight time for any shift except for work on Sundays which is doubletime.

Overtime

Most agreements provide for time-and-one-half for overtime for weekdays and Saturdays. For Sundays and holidays two-times base salary is typical. The Operating Engineers, the Plumbers and Steamfitters, Teamsters, Heat and Frost Insulators and Boilermakers exceed this. Most of these unions require time-and-one-half for the first two hours of overtime then double-time after that. The Teamsters are double-time for overtime.

Holidays

All unions with the exception of the Boilermakers standardized on 6 holidays: Christmas, New Years, Thanksgiving, Labor Day, Memorial Day and Independence Day. The Boilermakers observe three additional holidays: Washington's Birthday, Columbus Day and Veteran's Day. Only one union, the Operating Engineers, pays for holidays and this is limited to specific labor classifications, and then only if the employee worked the forty hours immediately before and 8 hours following the holiday.

Apprentice Ratios

The ratios vary and change with the number of Journeyman at the site. For example; many unions allow the first Apprentice with the first Journeyman. While 1 Apprentice usually is allowed initially, once staffing grows beyond a small labor force the following ratios have been established:

Journeyman/Apprentice Ratio	Number of Unions with This Ratio
None Specified	3
1/1	1
2/1	1
3/1	4
5/1	4
6/1	1
7/1	1

The mean ratio is approximately 3/1.

Off-Site Fabrication

Off-site fabrication rules vary from agreement to agreement. Some do not address the issue at all. For example, electricians define certain work elements and require them to be union. Pipefitters require off-site work "under the control" of the contractor to be union. Several other crafts have similar but not exacting language which could restrict flexibility in the use and selection of off-site fabricators.

Mileage and Parking

Some of the unions require payment for parking in downtown areas. Rules also vary for mileage. Most agreements do not require payment of mileage within Onondaga County if the worker reports directly to the job-site with the exception of the Boilermakers.

Management Rights

Most of the existing agreements do not contain a "Management's Rights" clause. Clear statements of the rights of management which provide the contractor with the assistance and/or flexibility required for necessary control and management of the Project work, including control of the level of staffing and control/selection of key personnel such as the foreman including the consideration that the foreman be provided by Contractor are not clearly defined.

4.2 Labor Unrest

A review was conducted of the general labor climate in the Syracuse area over the last ten years. Although that review revealed a generally stable climate, recent examples of labor activism locally were found at Anheuser Busch, Carrier Corporation, The Avenue of the Arts Project, and the Syracuse University School of Management - Schine Center Project. Relatedly, labor activism nationally is on the rise, as evidenced by recent strikes at UPS and GM, making the relative labor peace in the recent past something that cannot be taken for granted. This is particularly true of a project, such as this one, which is over an extended period of time.

Recent (past several years) growth in the economy also has resulted in forecasts of potential labor shortages. Spot shortages in skilled labor in the manufacturing sector (machinists in particular) are now starting to emerge in Central/Western New York. Other large projects planned for the Syracuse area, the Carousel Mall expansion and Federal and State Highway money may place significant demands on available labor. As demands on skilled labor increase, availability will decrease, making access to skilled workers through hiring halls and certified apprenticeship programs even more valuable, thus giving the union worker greater strength at the bargaining table. This, in turn, increases the potential for confrontation in local bargaining and labor disruption as local area bargaining

agreements go through the negotiation process. While the ACJ does contain a Force Majeure Clause for Labor Disputes, which excludes delays due to labor disputes from its penalty provisions, a work stoppage, nonetheless, means additional costs for the project. The time and expense added to a bid to protect against the uncertainties of an unstable labor force (e.g., added coordination costs, acceleration of schedules, standby costs during job actions, costs to cover liquidated damages) are real. Additionally, claims for standby costs for multiple contractors working on a site in an interdependent manner plus material cost increases with time can have a significant impact on projects. Job actions of any nature therefore become a critical factor in cost-effective timely project completion.

Section 5

Economic Considerations

5.1 General

An analysis of potential cost savings for the project was made utilizing the projected labor craft hours, wage rates currently in effect and the contract provisions included in a the Lake PLA. Discussion of the individual contract provisions is included below with detailed calculations included in Appendix H.

5.2 No Strike Protection for Contract Duration

The agreement as negotiated is applicable to all construction contracts bid and awarded prior to December 31, 2010 with the provision that the agreement remains in effect even if projects are not completed by then. The agreement also allows for extension of the agreement by mutual consent. For the duration of the agreement, strikes and lock-outs or other job actions are prohibited. In doing so, the potential for work stoppages resulting from wage and benefit negotiation at the end of each crafts' local area agreement is avoided, thus ensuring uninterrupted project completion. Costs associated with a project shutdown would include owner/engineer oversight time and expense, standby time for equipment and extended interim financing charges. The cost of owner/engineering oversight alone approximates \$10,000 per month (\$500/day).

5.3 Regular Work Hours/Regular Work Day

The Lake PLA agreement provides for flexibility in the regular work week. The contractor may use a 4 - 10 hour day schedule or a regular day, 8 hours per 5 day schedule. Further, the contractors may set start times between the hours of 6 a.m. and 9 a.m. and quitting times between the hours of 2:30 p.m. and 7:30 p.m. to fit the needs of the assignment. This gives the contractor flexibility to schedule the workday to maximize productivity without paying one or more crafts persons needlessly. Flexible hour schedules to accommodate seasonal daylight, late start in winter to accommodate snow plowing, etc. also will enhance productivity

It is estimated that a productivity gain of 4 hours per worker month would be realized. Over the life of the project the estimated savings is \$2,549,000.

5.4 Guaranteed Pay

The PLA eliminates guaranteed pay in its entirety and replaces it with a travel allowance equivalent to one hour's pay.

Elimination of these guaranteed conditions can result in an estimated savings of \$1,695,000 using current labor rates.

5.5 Second and Third Shift

As discussed, a common approach is to pay a differential which ranges from 10 to 15 percent for second shift, to 10 to 25 percent for third shift. Reduction of work hours while requiring a full eight hours of pay is also a common practice.

It is anticipated that the majority of the second and third shift work will be required when modifications to existing operating facilities are required. Here, shutdowns of existing equipment which reduce process capacity and performance or divert untreated or partially treated flows must be kept to a minimum and are often accomplished during evening and early morning hours (2nd and 3rd shift) when wastewater flows are typically lowest. Labor crafts involved in such activities would primarily include:

- Operating Engineers
- Laborers
- Plumbers/Steamfitters
- Electricians

The Lake PLA standardizes the shift differential at 5% and 10% for second and third shifts, respectively. Further, the agreement standardizes with 8 hours of pay for eight hours of work. Savings therefore from this aspect of the PLA is projected to be \$515,000.

5.6 Overtime

Given a project of this nature it would be anticipated that approximately 5 to 10 percent of the labor effort will be in overtime hours. The nature of the work under heavy liquidated damages clauses and construction in and around existing facilities that must remain in service at all times demand unusual conditions resulting in overtime. The PLA standardizes on time and one half for overtime on weekdays and Saturdays for a projected savings of \$248,000.

5.7 Holidays

The PLA standardizes on seven holidays. The elimination of other holidays will in itself not reduce costs as these are not paid holidays. The savings is realized by establishing common work schedules resulting in an increase in productivity. It is estimated that the resulting savings will be \$153,000.

5.8 Apprentice Ratios

The PLA agrees to a common standard of 25 percent apprentices (3 to 1), or better. By moving a number of the crafts (the crafts which contain the most unfavorable ratios also represent the majority of the labor hours on the project) to this ratio, a significant reduction in cost is realized. It is estimated that the 3 to 1 apprentice ratio agreed to in the PLA can result in a cost savings of \$1,205,000.

5.9 Off-Site Fabrication

The PLA limits restrictions on off-site work to only those imposed by New York State law. Flexibility to utilize off-site fabrication involving sheetmetal, electrical, pipefitting, ironwork, carpentry, and general labor trades is estimated to result in savings of \$1,700,000.

5.10 Mileage and Parking

Mileage and parking reimbursement has been eliminated by the agreement. We do not, however, predict any measurable savings as the majority of the work is to be conducted in areas which would not trigger the existing craft labor agreement provisions.

5.11 Management Rights

Control of the level of staffing, the scheduling of staffing, selection and employment of Foreman as Contractor's staff offer distinct efficiencies. Savings of two percent of the labor costs from these clearly established management rights are projected. Savings are projected to be \$2,128,000.

5.12 Worker's Compensation Alternative Dispute Resolution

Substantial savings was identified by providing for a Worker's Compensation Alternative Dispute Resolution (ADR) process. In a meeting held with Barbara Deinhardt, Esq., and Insurance Consultants J&H Marsh & McLennan and according to the subsequent report reflecting issues raised at the meeting by Barbara Deinhardt, Esq. (copy attached)(Ms. Deinhardt was previously Deputy Commissioner, New York State Department of Labor, Chairwoman and General Counsel for the New York State Workers' Compensation Board) such a process is only available to contractors conducting work under collective bargaining agreements inclusive of project labor agreements. On the basis of information provided by the report and subsequent calculations provided by J&H Marsh & McLennan an insurance consultant with specialization in the construction industry for a "standard" worker's compensation approach, implementation of an ADR process is projected to reduce labor costs by \$1,724,000.

5.13 Summary

Quantifiable savings projected from implementation of a PLA are estimated to be \$11,920,000 or 11 percent of labor costs.

Section 6

Additional Considerations

The PLA offers several additional benefits which are difficult to precisely quantify in dollars at this time, but are nonetheless significant factors in the overall success of the ACJ Program and, hence, are of significant value to the County.

6.1 Labor Stability

The ACJ commitment extends over 15 years and contains a number of interim deadlines. Labor agreements extend for a period of up to three years. During the life of the ACJ Improvement Program, renewal of local labor contracts will occur 62 times. For the initial duration of the PLA (10 years) renewal of local labor contracts occur 48 times. Should there be any significant disruption during these contract renewals (traditionally, these have been the periods of most intense labor unrest) the project flow could be seriously disrupted. While a cost for disruption may not be precisely quantified, the impact is clear. Even though the ACJ contains a Force Majeure Clause for labor disruptions thereby avoiding penalties or fines, other costs may be incurred. For projects with multiple prime contracts (e.g., general, electrical, HVAC, plumbing) work disruptions can result in claims of delay by other contractors working on the site who are dependent upon the performance of the contractor subject to the action. Other costs may include items associated with standby time and price increases for materials and equipment. Further, project administrative costs such as additional costs for engineering oversight and interim project financing would be incurred. At a minimum, an estimated \$10,000/month in project administration and engineering oversight costs would be expected.

Further, delays impact the public's interest in achieving the goals set forth by the ACJ: that of an improved lake. Assuring that the ACJ improvements can move forward without disruption by "business as usual" labor activities is of great value to the County.

6.2 Safety

Safety is of the highest concern for the construction industry, which historically has had the highest rate of lost-time accidents among major industrial activities. Implementation of safety programs that are permitted by the strong management rights clause offered by a project labor agreement gives the County and its management team considerably more flexibility in the implementation of an aggressive safety management program. The ability to consider pre-hire drug and alcohol screening, to publish safety orientated work rules and mandatory tool box training as well as the ability to immediately investigate and correct any incident provides several of the tools of a state-of-the-art safety program. While

Section 7

Conclusions and Recommendations

It is our conclusion that the negotiated Lake Project Labor Agreement will promote numerous County interests and is consistent with promoting the objectives of protecting the public fiscally and avoiding favoritism by:

- (1) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Project;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times thereby increasing productivity;
- (4) allowing adjustments to work rules and staffing requirements that would otherwise apply to the Project;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) ensuring a reliable source of skilled and experienced labor;
- (7) maximizing project safety conditions for both workers and the public;
- (8) reducing direct labor costs; and
- (9) ensuring the availability of the benefits of the PLA to all successful project bidders regarding their union/non-union status or the status of their employees.

Table 1
Summary of Construction Projects Required By ACJ
And Not Yet Bid

<u>Projects</u>	<u>Project Cost \$ (in thousands)</u>
Onondaga Creek FCF	1,000
Teal Brook FCF	175
Harbor Brook FCF	250
Maltbie Street FCF	250
Franklin Street FCF	3,205
Chem. Feed & Storage	2,400
Digester Modification	3,200
Mechanical Thickness	3,500
Midland Avenue Convey	45,482
Ammonia Removal	125,000
Kirkpatric Street PS	5,640
Clinton Conveyances	15,927
Sewer Separation	8,703
EBSS Storage Upgrade	2,250
Midland Avenue RTF	29,054
Phosphorus Removal Filters	65,000
Clinton Street RTF	<u>14,258</u>
	Subtotal
	325,294
Additional Filtration	<u>62,350</u>
	Total
	\$387,644

Table 2

Estimated Construction Cost For Eligible Projects

<u>Projects</u>	<u>Project \$ (in thousands)</u>	<u>Construction \$ (in thousands)</u>
Onondaga Creek FCF	1,000	800
Teal Brook FCF	175	140
Harbor Brook FCF	250	200
Maltbie Street FCF	250	200
Franklin Street FCF	3,205	2,564
Chem. Feed & Storage	2,400	1,920
Digester Modification	3,200	2,560
Mechanical Thickness	3,500	2,800
Midland Avenue Convey	45,482 °	36,385 °
Ammonia Removal	125,000 °	100,000 °
Kirkpatric Street PS	5,640	4,510
Clinton Conveyances	15,927	12,740
Sewer Separation	8,703	6,960
EBSS Storage Upgrade	2,250	1,800
Midland Avenue RTF	29,054 °	23,243
Phosphorus Removal Filters	65,000 °	52,000 °
Clinton Street RTF	<u>14,258</u>	<u>11,400</u>
Subtotal	325,294	260,236
Additional Filtration	<u>62,350 °</u>	<u>49,880</u>
Total	\$387,644	\$310,116

Table 3
Labor Unions Representing the Construction Industry
in Onondaga County

<u>Name</u>	<u>Local No.</u>
Operating Engineers	545
Laborers	433
Bricklayers	2
Iron Workers	60, 33, 9, 440, 6
Carpenters	12
Plumbers/Pipefitters	267
Electricians	43
Plasterers	519
Teamsters	317
Roofers	195
Glazers	677
Sheet Metal	58
Painters	31
Heat & Frost Insulators	30
Boilermakers	175

Table 4

Summary of Craft Labor Needs for the Project

	Operating Engineers	Laborers	Mason(Bricklayers)	Iron Workers	Carpenters/Millwrights	Plumbers/Steamfitters	Electrical/M&C	Plasters	Teamsters	Roofers	Glaziers	Sheet Metal Workers	Painters	Heat & Frost Insulators	Boilermakers	Totals
1 Onondaga Creek FCF	931	2,032	686	955	1,730	1,008	1,610	-	632	611	291	288	253	306	-	11,311
2 Teal Brook FCF	163	356	120	167	303	176	282	-	111	107	51	50	44	54	-	1,161
3 Harbor Brook FCF	233	508	171	239	432	252	402	-	158	153	73	72	63	76	-	2,161
4 Malibu St. FCF	233	508	171	239	432	252	402	-	158	153	73	72	63	76	-	2,161
5 Franklin St. FCF	2,993	6,531	2,204	3,071	5,560	3,239	5,174	-	2,032	1,964	935	927	812	983	-	36,711
6 Phosphorus Removal/Chem Feed	1,277	5,573	-	1,310	1,582	11,054	2,944	-	1,734	-	-	1,318	-	2,796	-	29,111
7 Digester Modif	5,108	3,716	3,761	5,241	3,163	16,582	8,931	-	3,467	2,011	1,596	2,636	-	2,796	-	58,111
8 Mechanical Thickeners	3,725	2,709	2,742	3,821	2,306	12,091	6,439	-	2,528	1,467	1,164	1,922	-	2,039	-	42,111
9 Midland Ave. Conveyance	54,453	132,027	267,29	55,865	89,918	58,920	-	-	24,641	-	-	-	-	-	-	442,111
10 Annonia Removal Full Scale	58,198	169,328	51,420	83,589	216,227	314,861	201,227	14,421	79,007	45,832	36,364	24,022	47,383	38,224	12,500	1,392,111
11 Kippatrick St. Pump Station	2,626	11,459	7,733	5,387	9,755	5,682	3,631	1,301	4,990	2,068	1,641	3,251	3,563	1,724	564	65,111
12 Clinton Conveyance	19,066	46,226	9,358	19,560	31,483	20,630	-	-	8,628	-	-	-	-	-	-	154,111
13 Sewer Separation	10,416	25,254	5,113	10,686	17,199	11,270	-	-	4,713	-	-	-	-	-	-	84,111
14 EBSS Storage Upgrade	1,676	9,144	1,543	2,149	4,671	3,401	1,207	-	1,422	-	-	432	-	459	-	26,111
15 Midland Ave. RTF	40,580	96,391	27,887	41,633	60,257	23,418	15,590	-	18,363	-	-	-	-	14,807	-	330,111
16 Phosphorus Removal Filters	30,263	88,050	26,738	43,466	112,438	163,728	104,638	7,499	41,084	23,832	18,909	12,491	24,639	19,876	6,500	724,111
17 Clinton St. RTF	19,953	48,379	13,712	20,471	24,712	11,515	7,666	-	9,029	-	-	-	-	7,281	-	162,111
18 Additional Filtration	29,089	84,664	25,710	41,785	106,114	157,431	100,613	7,211	39,503	22,916	18,162	12,011	23,691	19,112	6,250	696,111
Total Manhours per Trade	280,991	734,855	205,798	339,643	680,282	815,509	460,657	30,432	242,200	101,113	79,277	59,492	100,511	110,608	25,814	4,267,111

AGREEMENT PROVISIONS	Operating Engineers Local 645	Laborers International Local 433	Bricklayers Local 2	Ironworkers Locals 60, 33, 8, 440, 6	Carpenters Local 12	Plumbers & Steamfitters Local 267
Expiration Date	5/31/00	5/31/98	5/31/98	4/30/99	5/31/98	4/30/00
Contract Duration	3 years	3 years	3 years	2 years	3 years	3 years
Working Hours						
A. Regular Work Hours	40 Mon-Fri	40 Mon-Fri	40 Mon-Fri 4-10 Hrs may be OK	40 Mon-Fri	40 Mon-Fri 4-10a OK	40 Mon-Fri
B. Regular Work Day	8-12N 12:30-4:30	1/2 Hr Between 11 and 1	8-12N 12:30-4:30 Plasterers 4:15	8-12N 12:30-4:30	8-12N 12:30-4:30	8-12N 12:30-4:30
C. Guaranteed Minimum	24 Hours for Weather Only or Number of 8 hour days between day of hiring and Friday, whichever is less. Guaranteed 8 Hours 1st Day, 4-8 Hours of Pay Thereafter on weather or termination	Lost time in excess of 4 Hrs Employee can work on Sat- urday at straight time. No pay for inclement weather.	Make up day is Saturday, but must have worked between 16 and 32 Hrs Pay rate	Paid for time on standby	Saturday is makeup day	1/2 Day Min. Work started before noon but not completed until after noon is 8 hrs.
D. Report in Pay	2 Hours	2 Hours	2 Hours	2 Hours	2 Hours	2 Hours
E. Shift Work	8A-4P 4P-12M 12M-8A Straight time for all shift work 12A Sun. to 12A Fri.	3 shifts: 1st shift-8 Hrs 2nd & 3rd shift, 8 Hrs for 7 1/2 Hrs worked 2 shifts: Both shifts work 8 Hrs	2nd & 3rd shift, 1 1/7 X Base Any Work less than 7 Hrs is O.T. at 1 1/2 X Base	2nd shift: 8 Hrs for 7 1/2 Hrs worked; 3rd shift: 8 Hrs for 7 Hrs worked, 1/2 Hr without pay for lunch	All shifts Regular Pay Except Sunday at 2 X Base	Hours to be job specific with agreement from Union: 2nd shift: 7 1/2 Hrs for 8 Hrs pay at 1.15. 3rd Shift: 7 Hrs for 8 Hrs pay at 1.20
F. Overtime	<100 Million 1 1/2 X Base >100 Million 2 X Base	Over 40 Hrs 1 1/2 X Base Sunday & Holidays 2 X Base	Over 40 Hrs 1 1/2 X Base Mon - Sat Sunday & Holidays 2 X Base	Over 40 Hrs 1 1/2 X Base and on Saturday Sunday 2 X Base	Over 40 Hrs 1 1/2 X Base Mon - Sat Sunday & Holidays 2 X Base	Over 40 Hrs 1 1/2 X Base and Saturday >10Hrs is 2 X Base Sunday & Holidays 2 X Base
G. Holidays	2X Holiday Falls on Sunday Will be Celebrated next Monday—Only Master Mech., Asst. Master Mech., Class A, Class B, Party Chief, Grade Foreman Instrumentation Grade Checker. Must have worked 5 days before and 1 day after. Memorial Day Independence Day Labor Day Thanksgiving Christmas New Years	No Definition on Holidays	Paid: None Observed: Decoration Day Independence Day Labor Day Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day No Work Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day Labor Day Thanksgiving Christmas New Years	Paid Holiday if employee worked previous 5 days and 40 hrs. Layoff keeps eligibility Observed: Memorial Day Independence Day Labor Day Thanksgiving Christmas New Years
H. Apprentice Ratios	Master Mech/1 Apprentice 5 Operations Eng./1 App. 16 Operations Eng./2 App. Limit of 2 Apprentices per job	None	None	First 1 Journeyman/1 App. 2nd-6 Journey./1 App.	Foreman/Journeyman Ratios: 7 or more Journeyman, must have 1 Apprentice	First 1 Journeyman/1 App. 2nd-3 Journey./1 App.
I. Other						
Mileage	None			No Mileage Free Zone	None within the County	None
Downtown Parking	None			Incremental Outside the Area	Contractor must make effort to provide parking	
Off-Site Fabrication	None	Union Labor for sites "inner control" of contractor	None (on-site sube)	Union Labor for all work	Union for adjacent work	Off-site must be union within territory

Electrical Workers Local 43	Plaster & Cement Masons Local 519	Teamsters Local 317	Roofers Local 195	Glaziers Local 677	Sheetmetal Local 58	Painters Local 31	Heat & Frost Insulators Local 30
5/31/00 3 years	5/31/98 1 year	5/31/98 2 years	5/30/99 2 years	5/31/98 3 years	4/30/98 3 years	12/31/98 1 year	4/30/98 3 years
40 Mon-Fri 4-10's OK	40 Mon-Fri	40 Mon-Fri	40 Mon-Fri	40 Mon-Fri or 4-10's	40 Mon-Fri	40 Mon-Fri	40 Mon-Fri 4-10's OK
8 Consecutive Hours, 7:00-5:30, 1/2 hour lunch, 1 Coffee break 15 minutes	8-12 & 12:30-4:30 but any consecutive 8 hours okay with notification	8-12 & 12:30-4:30 Notification required of change in these hours	8-12 & 12:30-4:30 Notification required of change in these hours	No start or finish, 1/2 hour for lunch	8A-5P	8-12 & 12:30-4:30 Ten minute clean- up allowed at noon and 4:20	8 hours continuous between 7 and 5 with 1/2 hour for lunch
	8 hours if they start work			2 hours or actual hours worked Saturday Make up		Saturday/Sunday Make up Days	
	2 Hours	2 Hours except for Inclement weather		2 Hours		1 Hour	
2nd shift: 7 1/2 Hrs for 8 Hrs pay at 1.1 X Base 3rd shift: 7 Hrs for 8 Hrs pay at 1.15 X Base	2nd Shift: 7 1/2 for 8 Hrs Pay at Base 3rd Shift: 7 Hrs for 8 Hrs Pay at Base	2nd Shift: 7 1/2 for 8 Hrs Pay at 1.15 X Base 3rd Shift: 7 Hrs for 8 Hrs Pay at 1.15 X Base			2nd Shift: 7 1/2 for 8 Hrs Pay at 1.15 X Base 3rd Shift: 7 Hrs for 8 Hrs Pay at 1.25 X Base	7 Hrs at Base 8th Hr at 1.5 X Base except for Saturday, Sunday & Holiday where OT is paid	2nd Shift: 8 Hrs for 8 Hrs Pay at 1.15 X Base 3rd Shift: 8 Hrs for 8 Hrs Pay at 1.25 X Base
Over 40 Hrs 1 1/2 X Base Mon - Sun Contract stated hours* Saturday or Sunday 2 X Base	1 1/2 X Base Mon-Sat over 8/40 Sunday & Holidays 2 X Base	2 X Base over 8/40 on job sites 1 1/2 X Base Saturday or Sunday 2 X Base	1 1/2 X Base Mon-Sat Sunday & Holidays 2 X Base	1 1/2 X Base Mon-Sat Sunday & Holidays 2 X Base	1 1/2 X Base Mon-Sat Sunday & Holidays 2 X Base	1 1/2 X Base Mon- Sun Holidays 2 X Base	1 1/2 X Base for 8th & 10th hour Mon-Fri and first 10 hours Saturday, all other OT 2 X Base Holidays 2 X Base
Paid: None Observed: Memorial Day Independence Day No Work Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day Labor Day Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day Labor Day Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day Labor Day Thanksgiving Christmas New Years	Paid Holiday if Employee Memorial Day Independence Day No Work Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day Labor Day Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day No Work Thanksgiving Christmas New Years	Paid: None Observed: Memorial Day Independence Day No Work or 3 X Base Thanksgiving Christmas New Years
1 Journey/1 App. 1 Jour/1 App/1-1st yr. App 2 Jour/1 App/1-1st yr. App 3 Jour/1 App/1-1st yr. App 4 Jour/2 App/1-1st yr. App 4 Jour/2 App/2-1st yr. App		Needs Expansion	2 Mechanics to 1 Apprentice	1 Jour/1 Apprentice 3 Jour/1 App/1 Pre-App		>5 Journeymen must employ an Apprentice. 1 Apprentice allowed if 3 Journeymen or more. 2 App. allowed if 6 Jour. or more. 3 App. allowed if 12 Jour. or more. No more than 3 Apprentices.	
None to job site							
\$2.25/day for Downtown work							
Some Off-site work specified, must be union	None (on-site subs only)	None (on-site subs only)		None (on-site subs only)	None	None	None

Bollermakers
Local 176
9/30/88
2 years
40 Mon-Fri
4-10's OK
8-4:30
1/2 hr for lunch
Change with mutual agreement.
Minimum 4 hrs work after lunch then 8 hrs.
Other Conditions Applicable.
4 Hours
2nd Shift: 7 1/2 Hrs for 8 Hrs Pay +\$5.5/hr
3rd Shift: 7 Hrs for 8 Hrs Pay +\$5.5/hr
1 1/2 X first 2 hrs OT
Mon-Fri and first 10 hrs
10 hours Saturday.
2 X after 10 hrs Mon-Sat
2 X Base Sun & Hol.
Paid: None
Observed:
Washington's B'Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas
New Years
Negotiable on a job specific basis.
paid for >15 miles from Oswego Hall.
None (on-site subs only)

3. Every State department, agency, division, board, bureau, commission and other entity over which I have executive power shall provide appropriate assistance and cooperate as necessary to enable the Council to fulfill its purposes.

/s/George E. Pataki

Executive Order No. 49

PROJECT LABOR AGREEMENTS

WHEREAS, it is in the best interests of the People of the State of New York to promote the timely completion of public construction projects undertaken by State agencies while at the same time limiting the costs of such projects to the greatest extent possible consistent with the law and principles of fairness and equity;

WHEREAS, the New York State Court of Appeals issued a decision in the Matter of New York State Chapter, Inc., Associated General Contractors of America, et. al. v. New York State Thruway Authority, 88 N.Y.2d 56, 666 N.E.2d 185, 643 N.Y.S.2d 480 (1996), which found that project labor agreements are "neither absolutely prohibited nor absolutely permitted in public construction contracts"; and

WHEREAS, it is now clear that project labor agreements are one of many tools which may be used by management and labor and which may, under certain circumstances, assist in achieving the goals described above;

NOW, THEREFORE, I, GEORGE E. PATAKI, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and Laws of the State of New York, do hereby order as follows:

Each State agency shall establish procedures to consider, in its proprietary capacity, the utilization of one or more project labor agreements with respect to individual public construction projects. The utilization of a project labor agreement shall be considered only where the standards established by the Court of Appeals can reasonably be expected to be met.

In reaching a determination on the use of a project labor agreement with respect to a specific project the agency shall consider whether the utilization of such an agreement is justified because it meets the interests underlying the State's competitive bidding laws of:

- (1) obtaining the best work possible at the lowest possible price; and
- (2) preventing favoritism, improvidence, fraud and corruption in the awarding of public contracts.

In considering whether to proceed with a project labor agreement, agencies should be mindful that, in the past, the courts of the State of New York have struck down any such agreement wherein a contracting entity was unable to show a proper business purpose for entering into such agreement.

No project labor agreement shall be approved by an agency unless the decision to enter into the project labor agreement has, both as its purpose and likely effect, the advancement of the interests of the State's competitive bidding statutes.

In the event that an agency enters into a project labor agreement and lets one or more contracts for work to be performed pursuant to such agreement, it shall then be forwarded to the Commissioner of Labor. Upon receipt of the project labor agreement, the Commissioner of Labor shall determine the interaction, if any, between Article 8 of the Labor law and the agreement.

/s/George E. Pataki

1894

APPENDIX C TO STUDY

APPENDIX B

CAMP DRESSER MCKEE DETAILED SAVINGS EVALUATION

REGULAR WORK HOURS/REGULAR WORK DAY

4,270,000 LABOR HOURS ON PROJECT

4 HOUR GAIN IN PRODUCTIVITY PER MONTH WITH
EFFECTIVE SCHEDULING OF WORK HOURS/DAYS
BETWEEN TRADES —

$$4,270,000 \text{ HRS} \div 2,000 \text{ HRS/YR} \div 15 \text{ YR} = 142 \text{ PEOPLE/YR.}$$

$$15 \text{ YRS} \times 142 \text{ PEOPLE/YR} \times 12 \text{ MO./YR.} \times 4 \text{ HRS/MO} \times \$24.93/\text{HR} =$$

$$= \$2,548,843$$

ROUNDED TO \$2,549,000 ✓

NOTE:

\$24.93/HR - AVERAGE HOURLY RATE FOR ALL TRADES.

\$ 7.64/HR - AVERAGE FRINGE BENEFITS RATE FOR ALL TRADES.

\$ 17.29/HR - AVERAGE BASE RATE FOR ALL TRADES

EXISTING UNION LABOR RATES FOR ALL TRADES ARE PRESENTED IN APPENDIX G.

GUARANTEED PAYA) REPORT-IN'S NOT UTILIZED $\frac{1}{2}$ OF 1% OF TOTAL HOURS

$$4,270,000 \text{ HRS.} \times 0.005 = 21,350 \text{ HRS}$$

AVERAGE BASE WAGE FOR ALL TRADES : \$17.29/HR

AVERAGE FRINGE BENEFITS FOR ALL TRADES : \$7.64/HR

COST OF REPORT-IN PAY:• EXISTING: (2-HRS PAY @ $1\frac{1}{2}$ + 2-HRS BENEFITS)

$$21,350 \text{ HRS} \times \$17.29/\text{HR} \times 1.5 = \$553,712$$

$$21,350 \text{ HRS} \times 7.64/\text{HR} = \quad + \$163,114$$
$$\quad \quad \quad \$716,826$$

• PLA (1-HR ALLOWANCE)

$$10,675 \text{ HRS} \times \$17.29/\text{HR} = \quad \$184,571$$

\$ 532,255

B.) GUARANTEED PAY (4 TRADES)

	<u>PROJ. LABOR HRS.</u>	<u>PERSON/DAY</u>
OPERATING ENGINEERS	280,991	9.4 ~ 9
PLUMBERS	815,509	27.2 ~ 27
PLASTERERS	30,432	1
BOILER MAKES	25,814	0.9 ~ 1

NATURE OF PROJECT MIX SUGGEST 6 EVENTS PER YEAR -

GUARANTEED PAY (CONT.)

- OPERATING ENGINEERS:

$$6 \text{ EVENTS/YR} \times 15 \text{ YR} \times 9 \text{ PERSONS} \times 24 \text{ HRS/EVENT} \times \$30.07/\text{HR} =$$

$$= \$584,561$$

- PLUMBERS:

$$6 \text{ EVENTS/YR} \times 15 \text{ YR} \times 27 \text{ PERSONS} \times 8 \text{ HRS/EVENT} \times \$27.79/\text{HR} =$$

$$= \$540,238$$

- PLASTERERS:

$$6 \text{ EVENTS/YR} \times 15 \text{ YR} \times 1 \text{ PERSON} \times 8 \text{ HRS/EVENT} \times \$24.27/\text{HR} =$$

$$= \$17,474$$

- BOILMAKERS:

$$6 \text{ EVENTS/YR} \times 15 \text{ YR} \times 1 \text{ PERSON} \times 8 \text{ HRS/EVENT} \times \$28.00/\text{HR} =$$

$$= \$20,160$$

TOTAL COST: \$ 532,255

584,561

540,238

17,474

20,160

\$ 1,694,688

ROUNDED TO: \$1,695,000

SECOND AND THIRD SHIFT

PRIMARILY TIE-INS, 5% OF LABOR HOURS FOR 2ND & 3RD SHIFT

- SEWER CUT-INS, CHANNEL CUT-INS, PUMP REPLACEMENT,
 OTHER LARGE EQUIPMENT REPLACEMENT

TYPICAL TRADES

OVERTIME

HRS/SHIFT

UNION

2ND SHIFT

3RD SHIFT

16,050

OPERATING ENGRS

STRAIGHT TIME

STRAIGHT TIME

41,950

LABORERS

PAY 8 HR FOR 7 1/2 WK

PAY 8 HRS FOR 7 1/2 WK

44,250

PLUMBERS

8 HR x 1.15 FOR 7 1/2 WK

8 HR x 1.2 FOR 7 WK

25,750

ELECTRICIANS

8 HR x 1.1 FOR 7 1/2 WK

8 HR x 1.15 FOR 7 WK

EFFECTIVE HOURLY RATES (\$/HR SALARY ONLY) UNDER EXISTING RATES -

	BASE	2 ND SHIFT	3 RD SHIFT	
LABORERS	14.30	15.25	15.25	→ $\left[\frac{\$14.30/\text{HR} \times 8 \text{ HR}}{7.5 \text{ HR}} = \$15.25 \right]$
PLUMBERS	18.53	22.73	25.41	
ELECTRICIANS	18.25	21.41	23.99	

CALC'D

$$\rightarrow \left[\frac{\$18.25/\text{HR} \times 8 \text{ HRS} \times 1.15}{7 \text{ HRS}} = \$23.99/\text{H}$$

EFFECTIVE HOURLY RATES USING PLA -

	BASE	5% DIFFERENTIAL	10% DIFFERENTIAL
	BASE	2 ND SHIFT	3 RD SHIFT
LABORERS	14.30	15.02	15.73
PLUMBERS	18.53	19.46	20.38
ELECTRICIANS	18.25	19.16	20.08

SAVINGS OF DIFFERENTIAL ELIMINATION:

	SHIFT	HOURS	(CURRENT RATE - PLA RATE)	\$ SAVINGS
<u>LABORERS:</u>	2 ND SHIFT	41,950	(15.25 - 15.02)	\$ 9,649
	3 RD SHIFT	41,950	(15.25 - 15.73)	\$ (20,136)
<u>PLUMBERS:</u>	2 ND SHIFT	44,250	(22.73 - 19.46)	\$ 144,698
	3 RD SHIFT	44,250	(25.41 - 20.38)	\$ 222,578
<u>ELECTRICIANS:</u>	2 ND SHIFT	25,750	(21.41 - 19.16)	\$ 57,938
	3 RD SHIFT	25,750	(23.99 - 20.08)	\$ 100,683

\$ 515,410

ROUNDED TO \$ 515,000 ✓

OVERTIME (OT)

TWO UNIONS GO BEYOND "TIME AND 1/2"

TEAMSTERS @ 2X BASE OVER 40 HRS.

INSULATORS FIRST 2 HRS OT @ $\times 1\frac{1}{2}$,
ALL OTHER HRS 2X BASE.AT 10% OF HOURS AS O.T. AT 4 HOUR INTERVALS
SAVINGS ARE AS FOLLOWS:TEAMSTERS 242,200 HRS $\times 10\%$ = 24,220 HR OT ✓INSULATORS 110,608 HRS $\times 10\%$ = 11,061 HR OT ✓SAVING - DIFFERENTIAL

TEAMSTERS:

EXISTING: 24,220 HRS $\times \$16.43/\text{HR} \times 2 = \$795,869$ PLA: 24,220 HRS $\times \$16.43/\text{HR} \times 1.5 = -\$596,902$

\$198,967

 ✓INSULATORS: (ONLY 2 OF 4 HRS
@ 2X BASE)EXISTING: 11,061 HRS $\div 2 \times \$17.75/\text{HR} \times 2 = \$196,333$ - PLA: 11,061 HRS $\div 2 \times \$17.75/\text{HR} \times 1.5 = -\$147,250$

\$49,083

 ✓

TOTAL SAVING = \$248,050

ROUNDED TO \$248,000

 ✓

HOLIDAYS -

ELIMINATION OF 3 ADDITIONAL HOLIDAYS FOR
BOILMAKERS PROVIDES INCREASED PRODUCTIVITY
THROUGH COORDINATION -

INCLUDES THE FOLLOWING TRADES:

<u>TRADE</u>	<u>\$/HR</u>	<u>TOT HOURS*</u>	<u>PERSON/DAY</u>
ELECTRICIANS	27.79	460,657	15
PLUMBERS	26.09	815,589	27.2
OPERATING ENGINEERS	30.07	280,991	9.4
LABORERS	20.67	734,855	25
SHEET METAL	29.14	59,492	1.2
BOILMAKERS	<u>28.00</u>	25,814	<u>70.9</u>

AVE: \$ 26.96/HR

78.7 = 79 PERSONS/DAY

* TOTAL HOURS ÷ 15 YEARS ÷ 2000 HRS/PERSON/YR = NO. PERSON/DAY

[ASSUME 20% FACTOR DUE TO INTEGRATED TRADES DURING PROJECTS]

3 DAYS/YEAR X \$ 26.96/HR X 8 HR/DAY X 79 PEOPLE/DAY X 15 YRS X 0.2 =

= \$ 153,348 SAVINGS

ROUNDED TO \$ 153,300

APPRENTICE RATIO ADJUSTMENTS

<u>UNION</u>	<u>HOURS</u>	(1) <u>LABOR \$</u> <u>EXIST RATIO</u>	(1) <u>LABOR \$</u> <u>PROPOSED RATIO</u>	<u>\$</u> <u>SAVINGS</u>
OPERATING ENG.	280,991	8,449,399	8,303,284	146,115
LABORERS	734,855	15,189,453	14,910,208	279,245
MASONS	205,798	4,202,395	4,113,902	88,493
IRON WORKERS	339,643	9,954,936	9,836,061	118,875
CARPENTERS	680,282	16,517,247	15,986,627	530,620
PLUMBERS	815,509	NA	—	—
ELECTRICIANS	460,657	NA	—	—
PLASTERERS	30,432	NA	—	—
TEAMSTERS	242,200	NA	—	—
ROOFERS	101,113	NA	—	—
GLAZERS	79,277	NA	—	—
PAINTERS	100,511	2,228,210	2,186,984	41,226
INSULATORS	110,608	NA	—	—
BOILER MAKERS	25,814	NA	—	—

\$ 1,204,574

ROUNDED TO \$ 1,205,000

(1) LABOR \$ CALCULATED = TOTAL HOURS X TOTAL \$ / HR

EXISTING UNION LABOR RATES ARE PRESENTED IN APPENDIX G.

OFF SITE FABRICATION

LABOR HOURS IN OFFSITE FABRICATION -

<u>TRADE</u>	<u>% WORK ASSUMED OFFSITE</u>
IRONWORKER	15
LABORERS	15
CARPENTERS	20
PLUMBERS	15
ELECTRICIANS	15
SHEET METAL	15

UTILIZED 20% COST REDUCTION FOR OFFSITE WORK.

- IRONWORKERS:

$$0.15 \times 339,643 \text{ HRS} \times \$18.15/\text{HR} \times 0.20 = \$184,936$$

- LABORERS:

$$0.15 \times 734,855 \text{ HRS} \times \$14.30/\text{HR} \times 0.20 = \$315,253$$

- CARPENTERS:

$$0.20 \times 680,282 \text{ HRS} \times \$16.98/\text{HR} \times 0.20 = \$462,048$$

- PLUMBERS

$$0.15 \times 815,509 \text{ HRS} \times \$18.53/\text{HR} \times 0.20 = \$453,341$$

- ELECTRICIANS

$$0.15 \times 460,657 \text{ HRS} \times \$18.25/\text{HR} \times 0.20 = \$252,210$$

- SHEET METAL

$$0.15 \times 59,492 \text{ HRS} \times \$18.12/\text{HR} \times 0.20 = \$32,340$$

$$= \$1,700,128$$

ROUNDED TO \$1,700,000 ✓

MANAGEMENT RIGHTS

$$4,267,183 \text{ HRS} \times \$24.93/\text{HR} \times 0.02 = \$2,127,617$$

ROUNDED TO \$ 2,128,000

WORKERS COMPENSATION ALTERNATIVE

DISPUTE RESOLUTION (ADR)

STANDARD PREMIUM (15 YEARS) \$ 11,402,000

(1) DISCOUNTED RATE GENERALLY
AVAILABLE WITHOUT ADR (15 YRS) \$ 9,704,000 ^{15%}

(2) PROJECTED DISCOUNT W/ADR (15 YRS) \$ 7,980,000 ^{30%}

\$ 1,724,000

ROUNDED TO \$ 1,724,000

NOTES:

(1) SEE J & H MARSH & MCLENNAN LETTER DATED JULY 9, 1998.

(2) 30% SEE DEINHARDT REPORT DATED JULY, 1998.

BOTH OF THE ABOVE ARE INCLUDED IN APPENDIX H.

APPENDIX C

PROJECT LABOR AGREEMENT COVERING THE ACJ LAKE IMPROVEMENT PROJECT

**PROJECT LABOR AGREEMENT
COVERING THE ACJ LAKE IMPROVEMENT PROJECT**

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PROJECT LABOR AGREEMENT COVERING THE ACJ
LAKE IMPROVEMENT PROJECT

ARTICLE 1 - PREAMBLE

WHEREAS, CAMP DRESSER & McKEE/C&S ENGINEERS INC., A JOINT VENTURE on behalf of itself, as Construction Project Manager, and reflecting the objectives of the County of Onondaga as owner of ACJ Lake Improvement Project, desires to provide for the efficient, safe, quality, and timely completion of a construction project relating to the environmental clean-up of Onondaga Lake in a manner designed to afford the lowest reasonable costs to the County, and the Public it represents, and the advancement of permissible statutory objectives;

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

- (1) providing a mechanism for achieving the most cost efficient means of construction including direct labor cost savings;
- (2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
- (3) standardizing the terms and conditions governing the employment of labor on the Project;
- (4) permitting wide flexibility in work scheduling and shift hours and times;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

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

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

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

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

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

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between CAMP DRESSER & McKEE/C&S ENGINEERS INC., A JOINT VENTURE and its successors and assigns, on its own behalf as the Construction Project Manager for certain construction and renovation work to be performed as part of ACJ Lake Improvement Project, and by the Building and Construction Trades Department, AFL-CIO, on behalf of itself; the New York State Building and Construction Trades Council, AFL-CIO on behalf of itself and its affiliates and local union members; the Syracuse Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated local union members; and the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and Council are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions", that phrase is sometimes used; the term "Contractor(s)" shall include the Construction Project Manager and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; CAMP DRESSER & McKEE/C&S ENGINEERS INC., A JOINT VENTURE, or any successor to whom it may assign this Agreement, is referred to as the "Construction Project Manager"; the County of Onondaga is referenced as the "County"; the Building and Construction Trades Department, AFL-CIO is referenced as the "Department"; the New York State Building and Construction Trades Council, AFL-CIO is referenced as the "NYS Council"; the Syracuse Building and Construction Trades Council, AFL-CIO is referenced as the "Syracuse Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project".

Wherever in this Agreement the Construction Project Manager is authorized or permitted to take any action, such action may be taken by either the Construction Project Manager or its designee.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the AFL-CIO Building and Construction Trades Department, NYS and the Syracuse Councils, and the Local Unions having jurisdiction over the Project work; (2) the Agreement is signed by the Construction Project Manager; and (3) the Agreement is approved by the County Executive and the County Legislature.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, and their affiliates and the Construction Project Manager and all signatory Contractors performing on-site Project work as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the Construction Project Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a provision

in Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other labor agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Construction Project Manager.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Project Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Department, NYS and Syracuse Councils and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE COUNTY

The County shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The County is not a party to this Agreement and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County in determining which Contractors shall be awarded contracts for Project work. It is further understood that the County has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project, or to undertake any of the work itself, without regard to this Agreement.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

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

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1: THE WORK

This Agreement shall only apply to that on-site work expressly designated by the County in its bid specifications as work performed pursuant to the Amended Consent Judgment ("ACJ"), including any amendments and/or modifications thereto, entered in the matter of Atlantic States Legal Foundation, et al. v. The Onondaga County Department of Drainage and Sanitation and Onondaga County, 88-CV-0066 (N.D.N.Y.). Covered work will be designated "ACJ Construction Work." The parties understand that the unique nature of this Project precludes a fixed definition of the scope of construction at this time, and that scope may be

subject to change as early stages of this work progress, as circumstances change, or in the event of a modification in the ACJ. Without restricting the County's right to designate, or not designate, work as ACJ Construction Work, the parties understand that generally included within covered work will be the following work performed on-site (the site of each component will be as defined by the limits of work contained in the bid specifications for that component):

Treatment Plants Project Descriptions

1. Full Scale Ammonia Removal Project;
2. Phosphorous Removal/Effluent Filtration Project;
3. Digester Modifications and Mechanical Sludge Thickening Improvements;
4. Permanent Support Facilities for Phosphorus Removal;

CSO Projects:

1. Midland Avenue Conveyances Project;
2. Midland Avenue Regional Treatment Facility ("RTF") Project;

3. Clinton Conveyance Project;
4. Clinton RTF Project;
5. Franklin Floatables Control Facility and Conveyances Project;
6. Maltbie Street Floatables Control Facility;
7. Sewer Separation for Sewers: 022, 024, 037, 038, 040, 045, 046A, 046B, 048, 050, 051, 053, 054, 057, 058, and 059.
8. Harbor Brook In-Water System;
9. EBSS Storage Upgrade;
10. Kirkpatrick Street Pumping Station Upgrade;
11. Onondaga Creek Floatables Control Facility (Boom with Collection Structure);
12. Harbor Brook Floatables Control Facility (FCF);
13. Teall Brook FCF.

To the extent there is any conflict between the above general description and the County's express designation (or the absence of any designation) in its bid specifications of work as ACJ Construction Work, the County's express designation (or absence of designation) shall be controlling and determinative of whether work is within the scope of this Agreement. Work not receiving the County's designation as ACJ Construction Work in its bid specifications is not covered under this Agreement.

Specifically excluded from coverage under this Agreement is all work relating to bids solicited prior to the execution of this Agreement by the parties and/or approval of it by the County Executive and County Legislature, maintenance and repair work performed in the normal course of County operations, any work to be completed by the County or any of its operating contractors, and off-site work of any kind.

SECTION 2. TIME LIMITATIONS

This Agreement shall be limited to Project work performed under County construction contracts which are both bid and awarded after the effective date of this Agreement and performed prior to the December 31, 2010, termination date of this Agreement. This Agreement, together with all of its provisions, shall remain in effect for the foregoing Project work even if not completed by December 31, 2010. If the Project work described above is not bid and awarded by December 31, 2010, this Agreement may be extended by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

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

- a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;
- b. Employees of the County, or of any State agency, authority or entity or employees of any municipality or other public employer or employees of any operations contractor (or any successor to it) employed by the County;
- c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site;
- d. Employees of the Construction Project Manager, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

- e. Employees of equipment suppliers performing or assisting in on-site equipment installation and employees engaged in on-site equipment warranty work;
- f. Employees engaged in geophysical testing;
- g. Employees engaged in laboratory, specialty testing, inspections, or surveying pursuant to a professional services agreement between the County, the Construction Project Manager, or any of the County's other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the County, the Construction Project Manager or any of the County's other professional consultants, are covered by this Agreement);
- h. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating

any joint employment, single employer or alter ego status among the County, the Construction Project Manager and/or any Contractor. The Agreement shall not apply to the County or any state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the County or its employees or any county or state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Construction Project Manager for explicit performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions'

area collective bargaining agreements (attached as Schedule A to this Agreement).

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

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

- (1) possess any license required by NYS law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 270 calendar days prior to the contract award;
- (4) have the ability to safely perform the basic functions of the applicable trade.

No more than 25 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons may be included in this 25 per cent. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals will furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

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

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the County's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

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

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project work and only to the extent of tendering payment of the applicable union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

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

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

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

SECTION 2. STEWARDS

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

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

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

SECTION 3. LAYOFF OF A STEWARD

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

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

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

SECTION 2. MATERIALS, METHODS & EQUIPMENT

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

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at or in proximity to any Project site for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of any County facility. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this

Agreement, or the picket or demonstration line of any other organization, at or in proximity to any Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction, the free flow of traffic in, out and around Project sites, and unimpeded operation of County facilities for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Syracuse Council of the Local Union involved, with copies of the notification to the Local Union, the Department and the NYS Council. The Syracuse Council, and the Department, and the NYS Council shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. If the Syracuse Council, the NYS Council and the Department comply with these obligations, they shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

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

- a. A party invoking this procedure shall notify Robert Rabin, Jeffery Selchick, Shiela Cole, or Thomas Rinaldo who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 48 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International affiliate, the Department, the Syracuse Council, and the Construction Project Manager.
- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Project Manager, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice required by Section 3, above.

- c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union and Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1,

above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Project Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project.

SECTION 2. COMPOSITION

The Committee shall be comprised of designees of the Syracuse Council and the - Construction Project Manager, and representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 14 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 14 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 14 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the Construction Project Manager with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and

disputes settled at Step 1 are nonprecedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Project Manager as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 14 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the Syracuse Council, the involved Contractor, and the Construction Project Manager shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance was submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to Robert Rabin, Jeffery Selchick, Shiela Cole, or Thomas Rinaldo who shall act, alternately, as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the

arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Project Manager, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

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

SECTION 3. PARTICIPATION BY CONSTRUCTION PROJECT MANAGER

The Construction Project Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive 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. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Project construction work assignments shall be made by the Contractor pursuant to law.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. All jurisdictional disputes between or among building and construction trades unions and employers, parties to this Agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the employer and union parties to this Agreement.

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

C. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any jurisdictional award shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement.

SECTION 5. LIMITATIONS

The deciding person or group hereunder shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award

shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to the provisions of this Agreement, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for those classifications as required by the applicable New York State Labor Law Section 220 prevailing wage determination and applicable Davis-Bacon wage determination. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may differ from Schedules A and/or the prevailing wage. Parties to such agreements shall be the Construction Project Manager, the Contractor involved, the involved Local Unions and the Council.

SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS

A. The Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 or Davis-Bacon schedule in effect.

Except as provided below and in 2B, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in Schedule

A, and in the amounts so designated, to the extent such payments satisfy the Section 220 obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans. The difference, if any, between the Section 220/Davis-Bacon amount required to be paid and covered Schedule A benefit fund contributions shall be paid to the employee in cash. Under no circumstances is a Contractor required to pay benefits in an amount in excess of Section 220/Davis-Bacon's requirements.

B. Notwithstanding Section 2A, Contractors who designate employees pursuant to Article 4, Section 2 B, and who maintain bona fide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220) or by electing to pay into the applicable jointly trustee funds designated on Schedule A on their behalf, at the Contractor's option. The total benefit payments to be made by a Contractor on behalf of those employees must equal the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee. This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process provided such employee was previously employed by the Contractor and was a participant in a bona fide private benefit plan maintained by the Contractor and which satisfies the requirements of Section 220.

C. Contractors who contribute to jointly trustee funds under this Section agree to be bound by the written terms of the legally-established jointly trustee Trust

Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

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

SECTION 1. WORK WEEK AND WORK DAY

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

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

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

B. 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 p.m. and 7:30 p.m. Starting and quitting times shall occur at the Project site as designated by the Contractor.

C. Scheduling - The Contractor shall have the option of scheduling either a five-day or four-day work week and work day hours consistent with Project requirements, the Project schedule, and minimization of public inconvenience and County operations. When conditions beyond the control of the Contractor, such as weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, the

Contractor may schedule Friday or Saturday (where on 4, 10's) or Saturday (where on 5, 8's) during that calendar week in which a workday was lost, at straight time pay; providing the employees involved have not otherwise worked more than 40 hours during that work week. In the event the employees involved have worked more than 40 hours during that work week they will receive time and one-half pay for the hours in excess of 40.

D. Notice - Contractors shall provide not less than 5 working days prior notice to the Local Union involved as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME/PREMIUM PAY

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

SECTION 3. SHIFTS

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

B. Second/or Third Shifts - The second shift (starting between 2 p.m. and 8 p.m.) and the third shift (starting between 10 p.m. and 2 a.m.) shall be paid a shift differential of 5% and 10%, respectively, with no reduction in hours worked.

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

D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 7 recognized holidays on the Project:

New Years Day

Labor Day

Martin Luther King, Jr. Day Thanksgiving Day

Memorial Day

Christmas Day

Fourth of July

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

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

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

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive, in lieu of reporting or similar pay provided in Schedule A, the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both. The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

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

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

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

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

SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days' wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

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

SECTION 7: EMERGENCY WORK SUSPENSION

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

SECTION 8. INJURY/DISABILITY

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

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more

crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

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

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive 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 as are contained in the applicable Schedule A in a ratio not to exceed 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedules A provide for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

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

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the

Construction Project Manager for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

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

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

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

SECTION 2. TOOLS OF THE TRADE

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

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, parking, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

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

ARTICLE 17. COOPERATION

SECTION 1. COOPERATION

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

ARTICLE 18. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts already bid and awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

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

SECTION 3. NON-LIABILITY

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

SECTION 4. NON-WAIVER

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

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

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

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

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

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

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

ARTICLE 20 - WORKERS' COMPENSATION ADR

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 16TH day of DECEMBER, 1998.

FOR: CAMP DRESSER & MCKEE/C&S ENGINEERS INC., A JOINT VENTURE

BY: _____

Richard D. Fox, P.E.

Principal-in-Charge

Construction Project Manager

ROBERT A. GEORGINE, President

JOHN T. JOYCE, 1st Vice President
CHARLES W. JONES, 2nd Vice President
EARL J. KRUSE, 3rd Vice President
J.J. BARRY, 4th Vice President
WILLIAM G. BERNARD, 5th Vice President
JAKE WEST, 6th Vice President



FRANK HANLEY, 7th Vice President
RON CAREY, 8th Vice President
A.L. MONROE, 9th Vice President
ARTHUR A. COIA, 10th Vice President
ARTHUR MOORE, 11th Vice President
DOUGLAS J. McCARRON, 12th Vice President
JOHN J. DOUGHERTY, 13th Vice President
MARTIN J. MADDALONI, 14th Vice President
EDWARD C. SULLIVAN, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR — CONGRESS OF INDUSTRIAL ORGANIZATIONS
1155 FIFTEENTH ST., N.W., 4TH FLOOR • WASHINGTON, D. C. 20005-2707

(202) 347-1461



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August 20, 1998

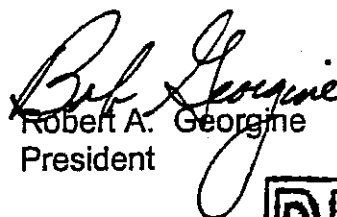
William C. Towsley, President
Syracuse Building and
Construction Trades Council
825 Ganant Drive
Syracuse, NY 13204

Dear Bill,

The Department's Project Review Committee has considered your suggested project labor agreement for the Onondaga Lake Cleanup Project (PLA #687-98), located in Onondaga County, New York, and found it meets all the criteria for the General Presidents' Standard Project Labor Agreement. The Department therefore gives its approval to proceed with this project.

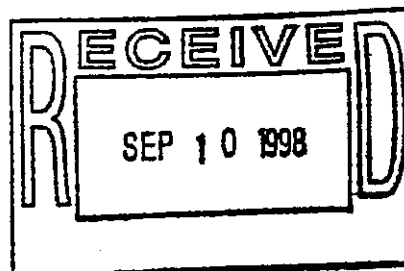
With kind personal regards, I am

Sincerely and fraternally,


Robert A. Georgine
President



RAG/plj
opeiu #2
afl-cio



FOR THE BUILDING & CONSTRUCTION TRADES

BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO

BY: _____
(Name/Title)

NEW YORK STATE BUILDING TRADES COUNCIL

BY: _____
(Name/Title)

SYRACUSE BUILDING & CONSTRUCTION TRADES COUNCIL

BY: William C. Towsley
(Name/Title)

FOR THE LOCAL UNIONS

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

BY: Thomas David IV Business Manager
(Name/Title)

BOILERMAKERS' UNION LOCAL NO. 175

BY: John T. Fuly Business Manager
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 2

BY: Luke P. Pinner Field Rep Local 2
(Name/Title)

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA LOCAL NO. 747

BY: Erin Griffin Council Rep
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
UNION LOCAL NO. 43

BY: William C. Towsey Bus. Mgr.
(Name/Title)

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKS
LOCAL NO. 677

BY: Timothy J. Brown BUS. REP.
(Name/Title)

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

BY: Ronald S. Mc Dermott, Bus Mgr.
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO. 433

BY: [Signature]
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 545

BY: *[Signature]* President
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS
TECHNICAL ENGINEERING DIVISION LOCAL 545

BY: *[Signature]* President
(Name/Title)

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED
TRADES LOCAL NO. 31

BY: *Michael F. Demos* Business Rep.
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
LOCAL NO. 267

BY: *Frank R. Sicora Jr.* Bus Mgr
(Name/Title)

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

BY: *James Milligan* Bus Mgr
(Name/Title)

Road sprinkler fitters L U 669

Gerald Singleton ⁴⁸ by Charles F M Co

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL NO. 58

BY: Lytt W. Ly BUSINESS MANAGER
(Name/Title)

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

BY: Wm J. Murray V.P.
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL
ASSOCIATION OF THE UNITED STATES & CANADA
LOCAL UNION NO. 519

BY: Michael D. Hamer Business Manager.
(Name/Title)

SECTION 07530

SINGLE-PLY MEMBRANE ROOFING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and General Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Single-ply membrane, fully-adhered, non-ballasted roofing systems.
- B. Single-ply roofing membrane: Ethylene propylene diene monomer (EPDM), base flashings.
- C. Roof insulation related to single-ply membrane roofing.
- D. Wood nailers, blocking, and other related items as specified in Division 6.
- E. Copings and stops as specified in another Division 7 Section.

1.3 SUBMITTALS

- A. General: Submit the following according to Conditions of Contract and General Specification Sections S-012 through S-015.
- B. Product data, installation instructions, and general recommendations from manufacturer of single-ply membrane system for types of roofing required. Include data substantiating that materials comply with requirements.
- C. Samples of finished roofing sheets, including side/end-lap seam. Also include the following: Insulation board.
- D. Shop drawings showing roof configuration, sheet layout, seam locations, including "Pre-Job Survey" as required by manufacturer, details at perimeter, and special conditions. Indicate layout of tapered insulation materials.
- E. Test data for pullout resistance of fastening systems.

- F. Certification that materials comply with local VOC limitations.
- G. Sample form of warranty.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Obtain primary single-ply membrane roofing from a single manufacturer. - Provide all secondary materials as recommended by manufacturer of primary materials.
- B. Installer: Engage an experienced Installer that has specialized in installing roofing systems similar to those required for this Project. Installer must be acceptable to or licensed by manufacturer of primary roofing material.
 - 1. Work associated with single-ply membrane roofing, including (but not limited to) insulation, flashing, and membrane sheet joint sealers, is to be performed by Installer of this Work.
- C. Pre-Roofing Conference: Before installing roofing and associated Work, meet at mutually agreed location with Installer, roofing manufacturer, installers of related work, and other entities concerned with roofing performance, including governing authorities, Architect, and Owner. Record discussions and agreements and furnish copy to each participant. Provide at least 72 hours advance notice to participants prior to convening pre-roofing conference.
- D. UL Listing: Provide labeled materials that have been tested and listed by UL in "Building Materials Directory" or by other nationally recognized testing laboratory for Class A rated materials/system.
- E. Inspection: Provide inspection of installation by manufacturer's representative as required for issuance of warranty.

1.5 PROJECT CONDITIONS

- A. Weather: Proceed with roofing work when existing and forecasted weather conditions permit work to be performed in accordance with manufacturers' recommendations and warranty requirements.
- B. Substrate Conditions: Do not begin roofing installation until substrates have been inspected and are determined to be in satisfactory condition.

1.6 WARRANTY

- A. Manufacturer's Warranty: Submit executed copy of single-ply membrane

APPENDIX D

INTRODUCTION TO THE PREVAILING RATE SCHEDULE AND SAMPLE OF SCHEDULES

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Onondaga County General Construction

Asbestos Worker

03/01/2011

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour

07/01/2010-
11/30/2010

Asbestos Worker
Removal &
Abatement Only

\$ 17.50 plus additional \$3.00*

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

* Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 7.50

OVERTIME PAY

See (B, E, *Q, **T, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (2, 4, 6, 25) on HOLIDAY PAGE

*Code Q applies to 4, 6, & 25

**Code T applies to 2

9-12a - Removal Only

Boilermaker

03/01/2011

JOB DESCRIPTION Boilermaker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour: 07/01/2010

Boilermaker \$ 28.71

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 19.03

*IMPORTANT NOTE(Portion of Supplemental benefits per hour paid at same premium as shown for overtime.)

Journeyman \$ 18.24*

OVERTIME PAY

New Work: See (B,E,Q) on OVERTIME PAGE. Time & 1/2 for the 9th & 10th hours Monday thru Saturday, double all addtl. hours
Maintenance: See (B,E,Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following percentage of Journeyman's wage.

07/01/2010	1st	2nd	3rd	4th	5th	6th	7th	8th
------------	-----	-----	-----	-----	-----	-----	-----	-----

65%	65%	70%	75%	80%	85%	90%	95%
\$18.67	\$18.67	\$20.10	\$21.54	\$22.97	\$24.41	\$25.84	\$27.28

Supplemental Benefits per hour:

Six month terms at the following dollar amounts:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2010	\$15.09	\$15.09	\$15.66	\$16.21	\$16.77	\$17.35	\$17.91	\$18.47

*IMPORTANT NOTE (Portion of Supplemental benefits per hour paid at same premium as shown for overtime.)

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2010	\$14.30*	\$14.30*	\$14.87*	\$15.42*	\$15.98*	\$16.56*	\$17.12*	\$17.68*

6-175

Carpenter - Building

03/01/2011

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour: 07/01/2010

Carpenter (Bldg)	\$ 25.09
Floor/Carpet Layer	25.09
Acoustical/Dry Wall	25.09
Piledriver	25.09
Lather	25.09
Certified Welder	26.09
Hazardous Waste	26.59
Sawyer	25.49
Diver Wet Day	61.25
Diver Dry Day/Tender	26.09

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 13.58

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: (1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
50%	60%	70%	80%

SUPPLEMENTAL BENEFITS per hour worked:

Appr 50%	\$ 7.69
Appr 60%	10.635
Appr 70%	13.58
Appr 80%	13.58

6-747.2b

Carpenter - Building / Heavy&Highway

03/01/2011

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Wages per hour:

	07/01/2010	05/01/2011
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 26.00	An Additional \$1.50**

** To be allocated at a later date

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2010

Journeyman \$ 16.94

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17, 27) on HOLIDAY PAGE

Overtime: See (6, 16, 27) on HOLIDAY PAGE

Note: When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2010

Carpenter	
1st year term	\$ 8.44
2nd year term	13.54
3rd year term	14.39
4th year term	15.24

1-42AtSS

Carpenter - Heavy&Highway

03/01/2011

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:

07/01/2010

Carpenter	\$ 28.87
Piledriver	28.87
Certified Welder	30.37
Diver Wet Day	61.25
Diver Dry Day/Tender	29.87
Hazardous Waste	30.37
Sawyer	29.27

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 13.58

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per hour:

(1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

Appr 50%	\$ 7.69
Appr 60%	10.635
Appr 70%	13.58
Appr 80%	13.58

6-747.2h

Electrician

03/01/2011

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Hill, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lebanon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour: 07/01/2010

Electrician	\$ 30.00
Cable Splicer	30.00
Teladata	30.00

NOTE: (A) THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY BE WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1st shift	7:00 AM to 3:30 PM
2nd shift	3:30 PM to 12:00 Midnight
3rd shift	12:00 Midnight to 8:30 AM

	07/01/2010
1st shift	\$ 30.00
2nd shift	34.50
3rd shift	37.50

(B) OCCUPIED CONDITIONS: WHEN NECESSARY TO PERFORM ALTERATION AND/OR RENOVATION WORK AND OWNER MANDATES (DUE TO OCCUPIED CONDITIONS) PREVENT THE WORK FROM BEING PERFORMED DURING "NORMAL" WORKING HOURS (DEFINED AS BETWEEN 7:00 AM AND 5:30 PM MONDAY THROUGH FRIDAY), ALTERNATE HOURS MAY BE WORKED PROVIDED: 1) THE HOURS ARE ESTABLISHED FOR A MINIMUM OF FIVE (5) DAYS DURATION OR THE LENGTH OF THE JOB WHICHEVER IS SHORTER; AND 2) AN ENTIRE WORK SCOPE WITHIN A JOBSITE AREA IS PERFORMED UTILIZING THE VARIED HOURS. IF THESE CONDITIONS ARE SATISFIED, HOURS WORKED MONDAY THROUGH FRIDAY OUTSIDE OF THE "NORMAL" HOURS SHALL BE PAID AT THE APPROPRIATE DAY SHIFT RATE PLUS FIFTEEN PERCENT (15%). HOWEVER, THE FOLLOWING RESTRICTIONS SHALL APPLY:

- 1) "ALTERNATE" HOURS SHALL CONSIST OF A MINIMUM OF EIGHT CONSECUTIVE HOURS PER DAY
- 2) HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY, MONDAY THROUGH FRIDAY, SHALL BE PAID AT A RATE OF ONE AND ONE-HALF TIMES THE APPLICABLE RATE (DAY-SHIFT + 15%)
- 3) HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF THE APPLICABLE RATE.
- 4) HOURS WORKED ON A SUNDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE.
- 5) IF MULTIPLE SHIFTS ARE WORKED ON THE SAME PROJECT, RATES OF PAY SHALL BE DETERMINED BY NOTE "A" ABOVE
- 6) WORK OF A NEW CONSTRUCTION NATURE MAY NOT BE WORKED UNDER THESE CONDITIONS.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.67 plus
*3% of hourly wage paid

OVERTIME PAY

See (B,E*,Q) on OVERTIME PAGE

* Double Time after 10 hrs. on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(at the following percentage of journeyman's wage)

1st Period (0-1000 hrs)	40%	4th Period (3501-5000 hrs)	60%
2nd Period (1001-2000 hrs)	45%	5th Period (5001-6500 hrs)	70%
3rd Period (2001-3500 hrs)	50%	6th Period (6501-8000 hrs)	80%

Supplemental Benefits per hour worked:

Apprentices:

1st period	\$ 9.39 plus *3% of hourly wage paid	4th period	\$16.79 plus *3% of hourly wage paid
2nd period	\$9.39 plus *3% of hourly wage paid	5th period	\$17.01 plus *3% of hourly wage paid
3rd period	\$16.57 plus *3% of hourly wage paid	6th period	\$17.23 plus *3% of hourly wage paid

*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

6-43

Electrician

03/01/2011

JOB DESCRIPTION Electrician

DISTRICT 5

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2010

Insulation Installer \$ 29.05
(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED BETWEEN THE HOURS LISTED BELOW:

07/01/2010

1ST SHIFT (MORNING) 7-3	\$ 29.05
2ND SHIFT (AFTERNOON) 3-11	33.41
3RD SHIFT (NIGHT) 11-7	36.31

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.73

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4,6) on HOLIDAY PAGE. Also Easter.
Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES: (1) yr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
50%	60%	70%	80%
\$14.52	\$17.43	\$20.34	\$23.24

SUPPLEMENTAL BENEFITS per hour worked:

\$15.73

6-30-Syracuse

Ironworker	03/01/2011
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JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.
Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans Cape, Vincent, Lyme, Brownville, Pamela, Leray, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.
Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.
Schuyler: Only the Townships of Cayuta, Catherine, Hector and Montour.
Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

WAGES

Per hour:	07/01/2010	01/01/2011	05/01/2011
Structural/Reinf/Rebar	\$ 25.75	\$ 26.25	additional
Mach Mover & Rigger	25.75	26.25	\$ 1.50

Ornamental & Curtain		
Wall, Window Wall	25.75	26.25
Pre-glazed metal framed windows attached		
to steel or masonry, caulking	25.75	26.25
Fence Erector (Chain Link/Security)	25.75	26.25
Sheeter/Bridge rail	25.75	26.25
Pre-Cast erector	25.75	26.25
Stone Derrickman	25.75	26.25
Pre-Engineered Bldg Erector	25.75	26.25

*NOTE: Shift work may be performed when mandated by the owner. All shifts will be (8) hours with start times beginning between the hours listed below.

1st Shift (6:00am - 8:00am)	25.75	26.25
2nd Shift (2:30pm - 4:30pm)	Plus 10%	Plus 10%
3rd Shift (11:00pm - 1:00am)	Plus 15%	Plus 15%

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 18.90	\$ 19.40
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: (1) year terms at the following rates.

1st	2nd	3rd	4th
\$15.00	\$17.00	\$19.00	\$21.00

SUPPLEMENTAL BENEFITS per hour worked:

	07/01/2010	01/01/2011
1st year	\$ 9.10	\$ 9.10
2nd year	15.19	15.19
3rd year	16.06	16.06
4th year	16.93	16.93

6-60

Laborer - Building

03/01/2011

JOB DESCRIPTION Laborer - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

*** If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the heavy/highway rates would be applicable for the laborers classification only.

When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable for the laborers classification.

All work outside of the building proper, if not included in the building contract, will fall under the Heavy/Highway rates.

WAGES: (per hour) 07/01/2010

Laborer (Bldg) \$ 20.90

Asbestos, Toxic &
Hazardous Waste Work 22.40

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 14.15

OVERTIME PAY

See (B, E, E2*, Q) on OVERTIME PAGE

*Time lost must be in excess of four hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hr terms at the following percentage of journeyman's wage.

	1st	2nd	3rd	4th	5th
	60%	70%	80%	90%	100%
Hour:	0	1,000	2,000	3,000	4,000
	to	to	to	to	and
	999	1,999	2,999	3,999	Over

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$ 14.15

6-633 bON

Laborer - Heavy&Highway

03/01/2011

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP B: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators(1-1/2" & Single Diaphragm), Nozzle (Asphalt, Guniting Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil & Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Tail or Screw Operator on Asphalt Paver, Powderman, Tunnel Work.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets and airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Work.

WAGES: (per hour) 07/01/2010

Heavy/Highway Laborer:

GROUP A	\$ 23.01
GROUP B	23.21
GROUP C	23.41
GROUP D	23.61
GROUP E	25.01

NOTE: A SINGLE IRREGULAR WORK SHIFT CAN START ANYTIME FROM 5:00 PM TO 1:00 AM. ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$ 1.75 PER HOUR.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 15.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: (1000 hr) terms at the following percentage of journeyman's Group #A wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$ 15.30

6-633 hON

Lineman Electrician

03/01/2011

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

	07/01/2010	05/02/2011	05/07/2012
Lineman/Tech./Welder	\$ 43.82	\$ 44.52	\$45.23
Cable splicer	43.82	44.52	45.23
Digging Machine Operator	39.44	40.07	40.71
Tractor Trailer Driver	37.25	37.84	38.45
Groundman/Truck Driver	35.06	35.62	36.18
Mechanic 1st Class	35.06	35.62	36.18
Flagman	26.29	26.71	27.14

Additional 1.00 per hr. for entire crew when a helicopter is used.

Above rates applicable on all overhead Transmission line work & Fiber Optic Cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction.

Lineman/Technician/Welder	\$ 42.61	\$ 43.31	\$ 44.01
Digging Machine Operator	38.35	38.98	39.61
Tractor Trailer Driver	36.22	36.81	37.41
Groundman/Truck Driver	34.09	34.65	35.21
Mech. 1st Class	34.09	34.65	35.21
Flagman	25.57	25.99	26.41
Certified Welder/Pipe Type Cable	44.74	45.48	46.21
Cable Splicer pipe type cable	46.87	47.64	48.41

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman / Technician	\$ 41.32	\$ 42.02	\$ 42.72
Welder/Cable Splicer	41.32	42.02	42.72
Digging Machine Operator	37.19	37.82	38.45
Tractor Trailer Driver	35.12	35.72	36.31

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day

APPENDIX E

ONONDAGA LAKE IMPROVEMENT PROJECT MONTHLY REPORT JANUARY 2011

ONONDAGA LAKE IMPROVEMENT PROJECT

**ONONDAGA COUNTY DEPARTMENT OF
WATER ENVIRONMENT PROTECTION**

MONTHLY REPORT

Covering the Month of January 2011

Submitted February 10, 2011

Project Progress for the Month of January

A. Green Program Highlights:

- Strategic development work continues for the 2011 "Project 50" program as part of the "Save the Rain" campaign. Projects currently under development as part of the 2011 program include:
 - Construction of a 60,000+ sq. foot green roof at the OnCenter complex. Final design for the green roof was submitted to County Codes for review. Assembly of the bid package is underway. Advertising is anticipated to begin in February.
 - Reconstruction of the OnCenter parking lot will include porous pavement features and application. Survey work is complete with 50 percent design package underway.
 - Structural analysis for a green roof application is underway for the Erie Canal Museum.
 - Work continues on the development of a water re-use system at the War memorial complex. The project team is working to further outline plans for the pilot phase of the program with construction set to start over the summer.
 - The county library renovation projects are currently in development. The 50 percent design documents for the Hazard Library Branch green roof have been completed.
- The Green Improvement Fund program continues to provide business owners and 501©3 property owners grant opportunities for the installations of green infrastructure solutions. During the month of January the committee received five more grant applications, bringing the total number of projects under review to 32.
- The County is currently finalizing plans for the 2011 "Save the Rain" outreach efforts. The Syracuse Center of Excellence will begin to work in neighborhoods throughout the City to build relationships and provide outreach opportunities to the community.

B. Progress of Projects Under Construction

Harbor Brook Interceptor Replacement Project

The State allocated \$20 million for interceptor sewer replacement and culvert work.

- Construction is proceeding. As of January, a total of 5,968 LF of new interceptor pipe has been installed, and 5,012 LF of new combined sanitary sewer and storm sewer pipe has been installed. The project is scheduled to be substantially complete in Spring 2011.

C. Projects in Design Stage

Midland CSO Abatement

- CSO 045 – The original 95 percent design prepared by O'Brien and Gere has been updated and revised. The project will be combined with the CSO 022 for regulatory review and bidding purposes.

Clinton CSO Abatement

- CSO 022 – The original 95 percent design prepared by O'Brien and Gere is in the process of being verified and updated. The project includes numerous building separations that are being investigated and designed. An informational meeting was held to discuss the project and property access to confirm the plumbing modifications with property owners in the project area. The project will be combined with the CSO 045 for regulatory review and bidding purposes.

D. Completed Projects

Projects Completed Since July 2002 Not Included in Interim Projects

- Ammonia/Phosphorus Removal Combined Project (Metro)
- West St. Sewer Separation (CSO 057, 058, and 059)
- Water St. Sewer Separation (CSO 024)
- Brighton Sewer Separation Project (CSO 053 and 054)
- Tallman/Onondaga Sewer Separation Project (CSO 038, 040, 046-A and 046-B)
- South Ave./Bissell St. Sewer Separation (CSO 047 and 048)
- Parkway/Rockland Ave. Sewer Separation (CSO 050)
- South Ave./Colvin St. Sewer Separation (CSO 051)

E. Major Milestones Met for CSO Interim Projects

The following is a summary of the projects completed under Appendix B, pages 10 – 12 of the Amended Consent Judgment. Each of these ten CSO-related projects had a major milestone completion date of July 1, 2002. Some of these "interim" projects were completed well ahead of the major milestone date, and all except two met the original major milestone date.

The projects are chronologically listed below by date completed:

Project	Completion Date
Evaluation of Siphon Crossing	May 1999
Hiawatha Regional Treatment and Storage Facility	July 2001
Newell Regional Treatment Facility Disinfection Tested and Report Filed	July 2001
Teall Brook Floatables Control Facility	December 2001
Evaluation of CSO Toxicity	May 2002
Erie Boulevard Storage System Upgrade	June 2002
Onondaga Creek Floatables Control Facility Skimmer boat in operation beginning summer 2002	June 2002
Harbor Brook Floatables Control Facility	July 2002
Harbor Brook CSO Abatement	Milestone revision to January 1, 2012, under ACJ amendment signed December 14, 2006.
Kirkpatrick St. Pump Station Upgrade and Force Main	November 1, 2002

Major Milestones Met for Metro Interim Projects

Under Appendix A of the ACJ, certain improvement projects at Metro were designated as interim projects and given a major milestone date for completion of July 1, 2002. All six projects were completed by the milestone date and most were well ahead of schedule. The projects are listed below by date completed:

Project	Completion Date
Phase II Plant Improvements	January 1999
Aeration System Upgrade	January 2000
Odor Control and Residual Handling	December 2000
Digester Modifications – Phase III Improvements	December 2000
Chemical Storage	April 2001
Digital System Improvements	December 2001

F. Ambient Monitoring Program

Summary of Sampling Program

Tributary sampling conducted this month included:

- Biweekly tributary sampling on January 4 and 19
- Tributary bacteria sampling on January 10, 20, and 27

Lake sampling conducted this month included:

- No lake sampling events were conducted due to weather conditions and insufficient lake ice cover (ice thickness was 6.5 – 7.5 inches thick as measured at two locations on 1/26/11).

Biological Monitoring:

- Sorting and identification of the 90 Lake Macroinvertebrate samples collected in July of 2010 was completed.

G. Contracts

New Contracts – GIF:

- Contract with the Monroe Building for green improvements in the Clinton Sewer Shed.

Contract Amount: \$99,311. Executed 1/10/11

Amendments to Existing Contracts: None to report.

Change Orders: None to report.

H. Legislative Action

Action Items of the County Legislature in the Month of January:

- A resolution approving the purchase of a combination sewer cleaner for the Onondaga County Sanitary District of the County of Onondaga, New York (\$275,000) – Approved
- A resolution authorizing the issuance of \$275,000 bonds of the County of Onondaga, New York to pay the cost of the purchase of a combination sewer cleaner for the Onondaga County Sanitary District in and for said County (\$275,000) - Defeated

Upcoming for February Legislative Session:

- A resolution approving the revised project plan relating to the Clinton Street conveyances and regional treatment facility in and for the Onondaga County Sanitary District.
- A resolution amending the authorized purposes for which bonds of the County of Onondaga, New York have been authorized to pay the cost of certain improvements for the Clinton Street conveyances and regional treatment facility in and for the Onondaga County sanitary district.

Upcoming for February Committee:

- Public hearing resolution to increase bonding for the Clinton/Lower MIS CSO Abatement Program as required by the ACJ and the Fourth Stipulation to the ACJ.

I. Funding

Grants

State Bond Act Funds

- None to report.
- Total payments received to date in State Bond Act funds: \$124,900,000.

Federal EPA Funds

- None to report.
- Total received to date in Federal EPA funds: \$83,074,381.

Federal Army Corps of Engineers Funds

- Reimbursements requested in January: None
- Reimbursements received in January:
 - WQM for \$190,668.07 on 1/6/11

EFC Loans

- Reimbursements requested in January:
 - Midland Ph III for \$310,653.78 on 1/25/11
 - Harbor Brook for \$4,816,726.63 on 1/25/11
 - Clinton for \$740,158.80 on 1/25/11
- Reimbursements received in January: None

Total reimbursement monies received to date through EFC Loans for the funded ACJ projects: \$176,443,232 (short-term) and \$39,324,099 (long-term).

APPENDIX

January 2011

FINANCIAL TRACKING SUMMARY: FEDERAL & STATE GRANTS/LOANS APPROVED & RECEIVED													
PROJECT NAME	PROJECT BUDGET	NYS GRANT APPROVED	NYS GRANT RECEIVED	FED EPA GRANT APPROVED	FED EPA GRANT RECEIVED	SHORT-TERM EFC LOAN APPROVED	SHORT-TERM EFC LOAN RECEIVED	LONG-TERM EFC LOAN APPROVED	LONG-TERM EFC LOAN RECEIVED	ACE GRANT APPROVED	ACE GRANT RECEIVED		
METRO - CURRENT													
AERATION SYSTEM UPGRADE	\$8,500,000	\$5,834,381	\$5,834,381										
AMMONIA REMOVAL DEMO	\$2,000,000	\$1,145,109	\$1,145,109			Full Scale	\$6,888,954	\$1,049,185	\$14,613				
BIO-SOLIDS-MECHANICAL THICKENERS(C)							\$202,078						
DIGESTER MOD/MECHANICAL STORAGE	\$5,600,000	\$4,319,819	\$4,319,819				\$4,938,419	\$775,509	\$14,557,484				
DIGITAL SYSTEM IMPROVEMENTS	\$2,900,000	\$1,563,317	\$1,563,317				\$1,849,000	\$285,682	\$3,833				
MISCELLANEOUS IMPROVEMENTS	\$1,400,000												
ODOR CONTROL	\$7,700,000												
AMMONIA REMOVAL FULL SCALE/STAGE II PHOSPHORUS REMOVAL	\$190,000,000	\$47,331,203	\$47,331,203	\$54,705,015	\$54,705,015	Full Scale	\$108,000,000	\$17,200,000	\$989,323				
PHOSPHORUS REMOVAL PILOT	\$5,000,000						\$1,936,991						
CSO - CURRENT													
CLINTON ST CONVEYANCE & RTF	\$31,245,000	\$20,000,000	\$20,000,000				\$9,334,263						
ERIE BLVD SEW SEP STORAGE	\$3,000,000	\$1,700,000	\$1,700,000				\$2,301,876	\$923,162	\$216,543				
FRANKLIN ST FCF	\$3,200,000	\$3,828,053	\$3,828,053				\$4,726,762	\$1,179,012	\$296,823				
HARBOR BROOK FCF	\$250,000	\$384,200	\$384,200					\$343,500	\$348,566				
HARBOR BROOK CSO ABATEMENT	\$5,444,000						\$20,000,000						
HIWATHA INTERCEPTOR/RTF	\$8,000,000												
KIRKPATRICK ST PUMP STATION	\$5,642,000	\$7,502,302	\$7,502,302				\$10,940,632	\$2,710,169	\$37,749	\$3,406,000	\$3,406,000		
MALTBIE ST FCF	\$250,000	\$211,087	\$211,087				\$186,106	\$4,246,376	\$828,115				
MIDLAND AVE CONVEYANCE	\$3,000,000	\$26,055,238	\$26,055,238										
MIDLAND AVE PHASE II & RTF	\$46,000,000												
MIDLAND AVE PHASE III	\$27,000,000												
MIDLAND AVE MITIGATION COSTS													
NEWELL ST FCF	\$1,310,000	\$367,737	\$367,737										
ONONDAGA CREEK FCF	\$3,000,000	\$442,154	\$442,154										
SEWER SEPARATION	\$7,704,000												
SIPHON REHABILITATION	\$1,230,000	\$870,768	\$870,768										
TEALL BROOK FCF	\$175,000	\$1,045,162	\$1,045,162										
WEST ST SEWER SEPARATION	\$1,000,000	\$2,299,460	\$2,299,460										
OTHER													
AMBIENT WATER MONITORING	\$8,000,000												
OXYGENATION DEMO	\$2,400,000												
SEQR REGULATORY	\$50,000												
TOTAL DOLLARS	\$*380,000,000	\$124,900,000	\$124,900,000	\$103,609,200	\$83,074,381	\$228,913,757	\$176,443,232	\$83,914,210	\$39,324,059	\$17,456,177	\$14,506,177		
*Original budget figures were based on 1997 dollars													
(a) NOTE: PROJECT IS US ARMY CORPS OF ENGINEERS PROJECT													
(b) NOTE: PROJECT RECEIVED \$40,500 COST SHARE GRANT FROM (NYSERDA)													
(c) NOTE: PROJECT RECEIVED \$87,500 COST SHARE GRANT FROM (NYSERDA)													

January 2011

FINANCIAL TRACKING SUMMARY:					
FEDERAL & STATE GRANTS/LOANS APPLIED FOR, NOT YET APPROVED					
PROJECT NAME	ORIGINAL BUDGET	EFC SHORT TERM	EFC LONG TERM	E.P.A.	NYS FUNDING
METRO - CURRENT					
AERATION SYSTEM UPGRADE	\$8,500,000				
AMMONIA REMOVAL DEMO	\$2,000,000				
BIOSOLIDS - MECHANICAL THICKENERS					
DIGESTER MOD/CHEMICAL STORAGE	\$5,600,000				
DIGITAL SYSTEM IMPROVEMENTS	\$2,900,000				
MISCELLANEOUS IMPROVEMENTS	\$1,400,000				
ODOR CONTROL	\$7,700,000				
AMMONIA REMOVAL FULL SCALE/ STAGE II PHOSPHORUS REMOVAL	\$190,000,000				
PHOSPHORUS REMOVAL PILOT	\$5,000,000				
CSO - CURRENT					
CLINTON ST CONVEYANCE & RTF	\$31,245,000				
ERIE BLVD SEW SEP STORAGE	\$3,000,000				
FRANKLIN ST FCF	\$3,200,000				
HARBOR BROOK FCF	\$250,000				
HARBOR BROOK CSO ABATEMENT	\$5,444,000				\$3,880,000
HIAWATHA INTERCEPTOR/RTF	\$8,000,000				
KIRKPATRICK ST PUMP STATION	\$5,642,000				
MALTBIE ST FCF	\$250,000				
MIDLAND AVE CONVEYANCE	\$3,000,000				
MIDLAND AVE PHASE II & RTF	\$45,000,000				
MIDLAND AVE PHASE III	\$27,000,000				
MIDLAND AVE MITIGATION COSTS					
NEWELL ST FCF	\$1,310,000				
ONONDAGA CREEK FCF	\$3,000,000				
SEWER SEPARATION	\$7,704,000				
SIPHON REHABILITATION	\$1,230,000				
TEALL BROOK FCF	\$175,000				
WEST ST SEWER SEPARATION	\$1,000,000				
OTHER					
AMBIENT WATER MONITORING	\$8,000,000				
OXYGENATION DEMO	\$2,400,000				
SEQR REGULATORY	\$50,000				
TOTAL DOLLARS	*\$380,000,000	\$0	\$0	\$0	\$3,880,000
*Original budget figures were based on 1997 dollars					

Lake Improvement Project Status Report For The Period Ending 01/31/2011

	Project Title	ACJ START DATE	ACJ FINISH DATE	COUNTY FINISH DATE	ORIGINAL BUDGET(12)	AUTHORIZED BUDGET	ENGINEER
	METRO - Current						
1	AERATION SYSTEM UPGRADE		7/1/2002	01/03/00	\$ 8,600,000	\$ 6,925,115	EEA
2	AMMON. REMOVAL DEMONSTRATION	11/1/1998	3/1/2000	12/31/99	\$ 2,000,000	\$ 1,350,000	EEA
3	BIOSOLIDS - MECHANICAL THICKENERS					\$ 15,100,000	
4	DIGESTER MOD/CHEMICAL STORAGE		7/1/2002	10/31/00	\$ 5,800,000	\$ 5,092,545	C&S
5	DIGITAL SYSTEMS IMPROVEMENTS		7/1/2002	06/31/01	\$ 2,900,000	\$ 3,520,317	Systems Integrated
6	MISCEL. IMPROVEMENTS		7/1/2002	01/31/99	\$ 1,400,000	\$ 1,400,000	
7	ODOR CONTROL		7/1/2002	12/20/00	\$ 7,700,000	\$ 8,393,855	OBG
8	AMMONIA REMOVAL FULL SCALE/ STAGE II PHOSPHORUS REMOVAL	10/1/2001 10/1/2003	11/1/2003 4/1/2005	11/01/03	\$ 125,000,000 \$ 65,000,000	\$ 129,388,187	EEA
9	PHOSPHORUS REMOVAL - PILOT	4/1/2006	4/1/2007	12/31/00	\$ 5,000,000	\$ 4,300,000	EEA
	CSO - Current						
10	CLINTON ST. CONVEYANCE/ CLINTON ST. RTF	6/1/2003 6/1/2007	6/1/2007 1/1/2012	10/28/08 12/28/10	\$ 15,987,190 \$ 15,258,090	\$ 111,442,042	EEA
11	ERIE BLVD STORAGE SYSTEM		7/1/2002	04/13/02	\$ 3,000,000	\$ 2,884,523	Barton & Loguidice
12	FRANKLIN ST. FCF	4/26/1999	6/1/2000	05/01/00	\$ 3,200,000	\$ 5,216,818	EEA
13	HARBOR BROOK FCF		7/1/2002	07/01/02	\$ 250,000	\$ 889,108	EEA
14	HARBOR BROOK CSO ABATEMENT		7/1/2002		\$ 5,443,880	\$ 33,810,000	Moffa & Assoc.
15	HIAWATHA INTERCEPTOR/RTF (7)		7/1/2002	12/31/00	\$ 8,000,000	\$ 8,047,183	EEA/Parsons
16	KIRKPATRICK ST. PUMP STATION		7/1/2002	10/29/02	\$ 5,641,880	\$ 12,558,336	EEA
17	MALTBIE STREET FCF (8)	8/31/1998	7/1/2002	04/28/99	\$ 250,000	\$ 382,028	EEA
18	MIDLAND AVE RTF & CSO ABATEMENT	5/1/1999	5/1/2004	12/06/00	\$ 75,000,000	\$ 145,368,853	EEA
19	MIDLAND AVE MITIGATION COSTS					\$ 3,000,000	
20	NEWELL STREET RTF		7/1/2002	07/01/01	\$ 1,310,000	\$ 473,132	Moffa & Assoc.
21	ONONDAGA CREEK FCF		7/1/2002	07/01/02	\$ 3,000,000	\$ 848,342	Parsons
22	SEWER SEPARATION (10)		1/1/2012	01/01/12	\$ 7,703,880	\$ 27,684,286	OBG
23	SIPHON REHABILITATION		7/1/2002	06/11/99	\$ 1,230,000	\$ 1,026,391	C&S
24	TEALL BROOK FCF		7/1/2002	12/01/01	\$ 175,000	\$ 1,235,346	EEA
25	WEST ST SEWER SEPARATION	5/1/1999		01/14/00	\$ 1,000,000	\$ 2,720,572	CHA
26	ERIE BLVD CSO ABATEMENT						New Project
	OTHER						
27	AMBIENT WATER MONITORING		7/1/2002		\$ 8,000,000		
28	OXYGENATION DEMO PROJECT	6/1/1999	4/1/2003	02/25/04	\$ 2,400,000	\$ 10,087	
29	SEQRA REGULATORY COMPLIANCE(11)				\$ 50,000	\$ 50,000	Parsons
	TOTAL DOLLARS (12)				* \$ 380,000,000	\$ 530,694,866	
	*Original budget figures were based on 1997 dollars						

Lake Improvement Project Status Report For The Period Ending 01/31/2011

	<u>SOFT COST CONTRACTS (1)</u>	<u>CONSTRUCTION CONTRACT AMOUNTS</u>	<u>TOTAL PAYMENTS TO DATE (2)</u>	<u>FORECASTED COSTS (3)</u>	<u>TOTAL ESTIMATED COST (4)</u>	<u>OVER/UNDER BUDGET(5)</u>	<u>% COMPLETED EXPENDITURES(6)</u>
1	\$ 352,747	\$ 6,473,110	\$ 6,925,115		\$ 6,925,115	\$ (1,574,885)	100.00%
2	\$ 1,346,856		\$ 1,347,187		\$ 1,347,187	\$ (852,813)	100.00%
3	\$ 1,266,416	\$ 13,160,742	\$ 14,741,638	\$ 5,771	\$ 14,747,409	\$ 14,747,409	99.86%
4	\$ 748,386	\$ 4,357,480	\$ 5,092,545		\$ 5,092,545	\$ (507,455)	100.00%
5	\$ 451,713	\$ 2,974,514	\$ 3,520,317		\$ 3,520,317	\$ 620,317	100.00%
6			\$ 1,400,000		\$ 1,400,000	\$ -	100.00%
7	\$ 999,289	\$ 6,958,868	\$ 8,393,855		\$ 8,393,855	\$ 693,855	100.00%
8	\$ 21,289,668	\$ 106,982,810	\$ 128,688,040		\$ 128,688,040	\$ (61,311,960)	100.00%
9	\$ 4,055,734		\$ 3,685,659	\$ 187,536	\$ 4,073,195	\$ (928,808)	95.40%
10	\$ 10,925,669	\$ 21,363,267	\$ 37,685,002	\$ 102,914,998	\$ 140,600,000	\$ 109,354,720	26.80%
11	\$ 901,556	\$ 1,734,929	\$ 2,684,523		\$ 2,684,523	\$ (315,477)	100.00%
12	\$ 973,543	\$ 3,920,238	\$ 4,948,516	\$ 2,018,889	\$ 6,967,205	\$ 3,767,205	71.08%
13	\$ 436,363	\$ 373,370	\$ 804,020	\$ 68,397	\$ 870,417	\$ 620,417	92.37%
14	\$ 7,587,817		\$ 22,519,985	\$ 82,280,015	\$ 104,800,000	\$ 99,356,020	21.49%
15	\$ 540,945	\$ 5,535,152 ^(a)	\$ 6,047,183	\$ 3,406,000	\$ 9,453,183	\$ 1,453,183	68.97%
16	\$ 2,620,394	\$ 9,882,164	\$ 12,558,335		\$ 12,558,335	\$ 6,916,475	100.00%
17	\$ 109,483	\$ 152,418	\$ 362,028		\$ 362,028	\$ 112,028	100.00%
18	\$ 21,691,704	\$ 63,704,994	\$ 77,663,169	\$ 46,951,212	\$ 124,614,381	\$ 49,614,381	62.32%
19			\$ 2,982,286	\$ 17,714	\$ 3,000,000	\$ 3,000,000	99.41%
20	\$ 472,672		\$ 473,132		\$ 473,132	\$ (836,868)	100.00%
21	\$ 503,551		\$ 648,342		\$ 648,342	\$ (2,351,658)	100.00%
22	\$ 1,969,044	\$ 16,531,049	\$ 19,853,802	\$ 7,830,484	\$ 27,684,286	\$ 19,980,406	71.72%
23		\$ 1,021,823	\$ 1,026,391		\$ 1,026,391	\$ (203,609)	100.00%
24	\$ 320,039	\$ 903,566	\$ 1,235,346		\$ 1,235,346	\$ 1,080,346	100.00%
25	\$ 403,332	\$ 2,311,126	\$ 2,720,572		\$ 2,720,572	\$ 1,720,572	100.00%
26					\$ 26,800,000		
27			\$ 14,615,280	\$ -	\$ -		
28	\$ 10,087		\$ 10,087		\$ 10,087	\$ (2,388,913)	100.00%
29							
	\$ 79,877,117	\$ 268,339,810	\$ 382,832,365	\$ 245,678,816	\$ 640,495,891	\$ 241,945,891	

	Project Title	TOTAL PAYMENTS TO DATE 1-31-11	TOTAL PAYMENTS TO DATE 12-31-10	Change
	METRO - Current			
1	AERATION SYSTEM UPGRADE	\$ 6,925,115	\$ 6,925,115	\$ -
2	AMMON. REMOVAL DEMONSTRATION	\$ 1,347,187	\$ 1,347,187	\$ -
3	BIOSOLIDS - MECHANICAL THICKENERS	\$ 14,741,638	\$ 14,741,638	\$ -
4	DIGESTER MOD/CHEMICAL STORAGE	\$ 5,092,545	\$ 5,092,545	\$ -
5	DIGITAL SYSTEMS IMPROVEMENTS	\$ 3,520,317	\$ 3,520,317	\$ -
6	MISCEL. IMPROVEMENTS	\$ 1,400,000	\$ 1,400,000	\$ -
7	ODOR CONTROL	\$ 8,393,855	\$ 8,393,855	\$ -
8	AMMONIA REMOVAL FULL SCALE/ STAGE II PHOSPHORUS REMOVAL	\$ 128,688,040	\$ 128,688,040	\$ -
9	PHOSPHORUS REMOVAL - PILOT	\$ 3,885,659	\$ 3,885,659	\$ -
	CSO - Current			\$ -
10	CLINTON ST. CONVEYANCE/ CLINTON ST. RTF	\$ 37,685,002	\$ 37,083,542	\$ 601,461
11	ERIE BLVD STORAGE SYSTEM	\$ 2,684,523	\$ 2,684,523	\$ -
12	FRANKLIN ST. FCF	\$ 4,948,516	\$ 4,948,516	\$ -
13	HARBOR BROOK FCF	\$ 804,020	\$ 804,020	\$ -
14	HARBOR BROOK CSO ABATEMENT	\$ 22,519,985	\$ 20,964,596	\$ 1,555,388
15	HIAWATHA INTERCEPTOR/RTF	\$ 6,047,183	\$ 6,047,183	\$ -
16	KIRKPATRICK ST. PUMP STATION	\$ 12,558,335	\$ 12,558,335	\$ -
17	MALTBIE STREET FCF	\$ 362,028	\$ 362,028	\$ -
18	MIDLAND AVE RTF & CSO ABATEMENT	\$ 77,663,169	\$ 77,565,821	\$ 97,348
19	MIDLAND AVE MITIGATION COSTS	\$ 2,982,286	\$ 2,982,286	\$ -
20	NEWELL STREET RTF	\$ 473,132	\$ 473,132	\$ -
21	ONONDAGA CREEK FCF	\$ 648,342	\$ 648,342	\$ -
22	SEWER SEPARATION	\$ 19,853,802	\$ 19,840,920	\$ 12,882
23	SIPHON REHABILITATION	\$ 1,026,391	\$ 1,026,391	\$ -
24	TEALL BROOK FCF	\$ 1,235,346	\$ 1,235,346	\$ -
25	WEST ST SEWER SEPARATION	\$ 2,720,572	\$ 2,720,572	\$ -
26	ERIE BLVD CSO ABATEMENT	\$ -	\$ -	\$ -
	OTHER			
27	AMBIENT WATER MONITORING	\$ 14,615,290	\$ 14,615,290	\$ -
28	OXYGENATION DEMO PROJECT	\$ 10,087	\$ 10,087	\$ -
29	SEQRA REGULATORY COMPLIANCE	\$ -	\$ -	\$ -
				\$ -
	TOTAL DOLLARS	\$ 382,832,365	\$ 380,565,286	\$ 2,267,079

FOOTNOTES TO THE FINANCIAL STATEMENT

1. Soft cost contracts include engineering contracts and project management contracts.
2. Total payments to date include contract payments (including SEQR compliance) and non-contract expenses such as advertising, land acquisition, insurance, and debt costs.
3. Forecasted costs include pending contract expenses, change orders in process, and other pending miscellaneous expenses. On projects that have not started construction, forecasted costs are based upon current estimates.
4. Total estimated cost equals total payments to date and forecasted costs.
5. Over/Under budget is a comparison to the total estimated cost versus original budget.
6. Percent complete – calculated on total payments to date as a percentage of the total estimated cost.
7. Hiawatha Blvd. RTF and Interceptor managed by the Army Corps. of Engineers – 30 percent County funding.
8. Hiawatha Project Contractors:

Overflow – Marcellus Construction	\$1,893,652.00
Interceptor – Syracuse Constructors	\$ 660,325.00
RTF – C.O. Falter Construction	\$3,598,101.00
9. Maltbie Street FCF costs reflect the purchase of a crane which will benefit all FCF projects.
10. Sewer separation project is being managed by the Army Corps. of Engineers.
11. SEQR costs are reflected in the individual projects under total payments to date.
12. Original budget figures were based on 1997 dollars.

