

PROJECT LABOR AGREEMENT FOR
UNIVERSITY OF MASSACHUSETTS BOSTON CAMPUS
BETWEEN
BUILDING AND CONSTRUCTION TRADES COUNCIL
OF THE METROPOLITAN DISTRICT
AND
THE NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS
AND
LEE KENNEDY CO., INC.
REGARDING
UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY
PROJECT NO. UMBA 08-B5

INDEX

Article I Purpose1

Article II Scope of Agreement2

Article III Anti-Discrimination6

Article III-A Access and Opportunity Committee7

Article III-B Helmets to Hard Hats.....8

Article IV Union Security, Recognition & Employment9

Article V Union Representation12

Article VI Management Rights13

Article VII Working Conditions15

Article VIII Project Safety, Medical Rules & Regulations16

Article IX Hours of Work, Overtime & Holidays18

Article X Wages & Benefits21

Article XI Apprentices23

Article XII Continued Communication23

Article XIII Named Arbitrator24

Article XIV Work Stoppage and Lockout25

Article XV Disputes and Grievances29

Article XVI Jurisdictional Disputes31

Article XVII Savings and Separability33

Article XVIII Signature Page35

Exhibit A Local Collective Bargaining Agreements36

Exhibit B Projects to be undertaken by DCAM or UMBA	37
Letter of Assent.....	38
Appendix A List of Local Unions and Business Managers	
Appendix B List of Funds and Fund Administrators	
Appendix C Minority and Women Compliance Goals & Utilization Percentages	
Appendix D Owner Controlled Insurance Program Manual and Site Specific Safety & Loss Control Program, if any	
Appendix E Jurisdictional Dispute Resolution Plan	
Appendix F Massachusetts General Hospital B3C PLA Drug Testing Program	
Appendix G List of Permanent Arbitrators and Alternate Arbitrators	

ARTICLE I

PURPOSE

This Project Labor Agreement (the "PLA") is entered into as of the 1st day of November, 2010 by and between LEE KENNEDY CO., INC. (the "Construction Manager"), its successors or assigns, and the Building and Construction Trades Council of the Metropolitan District (the "Council") for its affiliated Local Unions, and The New England Regional Council of Carpenters (NERCC) (the Council, local unions and NERCC are referred, to herein, collectively, as the "Union" or "Unions") with respect to the construction work on the University of Massachusetts Building Authority (UMBA) project known as the **Edward M. Kennedy Institute for the United States Senate Project, University of Massachusetts – Boston, Project No. UMBA 08-B5** (the "Project"). The Project is one of the various facilities listed on Exhibit B to be constructed on the University of Massachusetts Boston Campus (collectively, the "Campus Projects"), and undertaken by the University of Massachusetts Building Authority (UMBA) on or before June 14, 2007, or the Commonwealth of Massachusetts Division of Capital Asset Management (DCAM), each "the Owner" on its respective Projects.

The term "Contractor" shall include all contractors and all subcontractors of whatever tier engaged in on-site construction work within the scope of this PLA, including the Construction Manager when it performs construction work within the scope of this PLA. Where specific reference to the Construction Manager alone is intended, the term "Construction Manager" is used.

DCAM and UMBA as separate awarding authorities, have identified 12 building and infrastructure projects that they anticipate will be built, some simultaneously over the next decade. See Exhibit B. It is recognized that the continued economic growth of Massachusetts is

dependent on the availability of effective and accessible higher education facilities. The goal of these Campus Projects is to expand and improve upon the educational facilities at the University of Massachusetts Boston (the "University") over the next decade, to enhance the educational opportunities available to the citizens of the Commonwealth and to promote the economic growth of the City of Boston and the Commonwealth. This Project is an undertaking consistent with the goal described above. The timely and successful completion of the construction work covered by this PLA for this Project and all of the projects referenced above, is of vital importance to all the citizens of Massachusetts. For that reason, it is essential that the construction of this Project be performed in the most efficient and economical manner that will secure optimum productivity and avoid delay.

In recognition of the special needs of the University, UMBA, DCAM, the community and the Commonwealth to maintain a spirit of harmony, stability, and labor management peace during the construction of the Campus Projects in general and the Project that is the subject of this PLA specifically, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise, and therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractors agree not to engage in any lockout on or after the effective date of this PLA.

This Project Labor Agreement includes and incorporates herein, the attached local union and crafts agreements and the successor agreements to the attached local union and craft agreements.

ARTICLE II

SCOPE OF THE PROJECT LABOR AGREEMENT

Section 1. This PLA shall apply and be limited to all construction work performed on the Project at the University of Massachusetts Boston Campus under the direction of the various Construction Manager for the Project and performed by Contractors of whatever tier who have contracts awarded. It is anticipated that a number of the Campus Projects listed in Exhibit B will be undertaken by UMBA prior to June 14, 2017 pursuant to UMBA's Resolution of June 14, 2010 and that several others will be undertaken by DCAM within the next ten years, and that each of these Projects will be subject to and the work will be performed according to the terms of this PLA.

Covered work shall be defined as all construction work performed for the Project at the Project site, including but not limited to the following: Preparation for and construction of the facilities and their environs.

Section 2. (a) This PLA shall be limited to work historically performed by members of the construction trades in this venue. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may occur in or around the Project site or with the ongoing normal operation of the city of Boston, the Boston Water/Sewer Commission, The John F. Kennedy Library and Museum, the Massachusetts Archives, the Edward M. Kennedy Institute for the United States Senate, UMBA or the University of Massachusetts including work performed by local utilities.

(b) Work specifically excluded from the scope of this PLA includes but is not limited to the following:

A. Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control personnel, quality assurance

personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, emergency medical and first aid technicians, safety managers and other professional, engineering, administrative, supervisory and management employees.

B. Work of all employees of the Owner, its Project Managers, consultants, designers, engineers and their consultants, and all employees and/or subcontractors of Owner's equipment supply vendors, all maintenance work performed by the Owner or the University either directly or through contractors and work of all employees of the Construction Manager and the various contractors of whatever tier, not performing manual labor.

C. Any work outside the scope of this agreement performed on or leading into the Project site by state, county, city or other governmental bodies, or their Contractors; or by public utilities and/or by the Owner or the University (for work which is not part of the Project).

D. Deliveries to and from the site, but not including the delivery of redi-mix concrete, utilization of all trucks and motor vehicles performing site work including sweepers and water trucks and deliveries from lay down areas which shall be covered by this Agreement.

E. Off-site handling of materials, equipment and machinery.

F. Off-site maintenance on leased equipment.

G. Off-site and on-site warranty functions and warranty work.

H. Exploratory geophysical testing and boring, except where expressly covered by a current Collective Bargaining Agreement which forms the basis for a Exhibit A.

I. Laboratory or specialty testing or inspections not ordinarily done by the crafts, the installation of specialty equipment requiring skills not available in the crafts or required to protect a manufacturers' warranty.

J. All transportation between designated parking areas and the Project site.

K. Work on the accepted ("turned-over") portions of the Project.

Section 3. (a) The Construction Manager, or any Contractor as appropriate has the absolute right to select any qualified bidder for the award of contracts under this PLA without reference to the existence or nonexistence of any other agreement between such bidder and any party to this PLA provided only, however, that such bidder is willing, ready and able to execute the attached Letter of Assent and comply with the PLA, should it be designated the successful bidder.

(b) It is agreed that all contractors and subcontractors of whatever tier, who have been awarded contracts for work on the Project covered by this PLA on or after the effective date of this PLA shall be required to execute the attached Letter of Assent, accept and be bound by the terms and conditions of this PLA and indicate their acceptance by execution thereof.

Section 4.(a) The local Unions have entered into collective bargaining agreements that are listed on Exhibit A to this PLA (referred to herein as the "Exhibit A Agreements") which are fully and completely incorporated herein by reference, subject to Section 4(b) below, and along with this PLA represent the complete understanding of the parties and shall apply to the construction work on the Project, notwithstanding the provisions of local and area and/or national agreements which may conflict or differ from the terms of this PLA except work of the employer that is normally performed under the terms of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreement, with the exception of Articles XIV, XV, and XVI of this PLA, which shall apply to such work. The work of a contractor that is normally performed under the terms of the "National Tank Manufacturers' Agreement" shall be performed under the terms of that agreement with the exception of Articles XIV, XV, and XVI of this PLA, which shall apply to such work.

(b) Where a subject covered by the provisions of this PLA is also covered by the terms of a local collective bargaining agreement of any of the Local Unions identified in Appendix A, the provisions of this PLA shall prevail. Where a subject is covered by the terms of a local collective bargaining agreement of any of the Local Unions identified in Appendix A and not covered by this PLA, the provisions of the local collective bargaining agreement shall prevail. Any dispute as to the applicable source, between this PLA and an Exhibit A Agreement, for determining the wages, hours and working conditions of employees on the Project shall be resolved by the

procedures contained in Article XV. The provisions of the Exhibit A Agreements and this PLA shall cover the construction work for the Project. In the event of any conflict, inconsistency or other discrepancy between the provisions of the PLA and the provisions of any of the Exhibit A Agreements, the provisions of the PLA shall take precedence.

(c) It is understood that this PLA together with the attached local union and craft Collective Bargaining Agreements, constitutes a self-contained, stand alone Agreement and that by virtue of having become bound to this PLA, the Construction Manager and the Contractors will not be obligated to sign any other local, area or national agreements.

Section 5. The Construction Manager, at its sole discretion, may terminate, delay, and/or suspend any or all portions of covered work at any time. Further, the Construction Manager may prohibit some or all work on certain days. The Construction Manager will provide reasonable notice to the parties of any changes under this clause, but in no instance shall the notice be given less than seven (7) days prior to the implementation.

Section 6. The Unions agree that this PLA does not have the effect of creating any joint employer status between or among any of the parties who execute this PLA.

ARTICLE III

ANTI-DISCRIMINATION

The parties to this PLA renounce all forms of unlawful discrimination and agree that they will not discriminate against any employee or applicant for employment on any unlawful basis, including but not limited to race, color, age, religion, sex, sexual orientation, national origin, or disability in any manner prohibited by any applicable law or regulation. All complaints regarding the application of this provision shall be brought to the immediate attention of the Construction Manager and involved Contractor, and/or Union for consideration and resolution.

It is understood by the parties to this PLA that UMBA and/or DCAM have established goals (Ref. Appendix "C") for minority and women participation of both employees and Contractors on this Project and that by execution of this PLA all parties recognize that the special procedures set forth in Appendix C shall be used in an effort to achieve these goals for the Project and, to allow for the training and employment on this Project of individuals and community residents on this Project who would not otherwise qualify for employment on this Project. The parties to this PLA shall make a good faith effort to assist in the implementation of such training and employment for the benefit of the population of Boston.

ARTICLE III-A

ACCESS AND OPPORTUNITY COMMITTEE

The parties have agreed to various provisions of the PLA to achieve the inclusion of minority business enterprises and women business enterprises in the contracting opportunities and minority and women individuals in the employment opportunities created by the covered work. In order to implement and monitor the progress of these anti-discrimination and equal contracting and employment opportunity provisions, the parties, in recognition of their mutual commitment and the partnership they have established to achieve those goals, shall form an Access and Opportunity Committee. The Access and Opportunity Committee will serve as the central forum for representatives of all interested or affected individuals to exchange information and ideas and to advise the parties concerning the operation and results of the Program Requirements contained in Appendix C and the ongoing role of this PLA as an integral component of the Program. As part of these responsibilities, the Access and Opportunity Committee will assess the obstacles to success of achieving inclusion of minority and women

workers in the construction opportunities and shall make recommendations for additional programmatic efforts to overcome some of those obstacles.

Section 1. Membership and organization

(a) The Owner shall appoint representatives of all interested segments of the community to an Access and Opportunity Committee, which will include local, minority and women business organizations, community-based organizations, the Unions and Contractors, and the Owner. The Owner shall seek the advice of the Access and Opportunity Committee in considering the appointment of subsequent members.

(b) The Access and Opportunity Committee will establish its rules of procedure.

(c) A representative of the Construction Manager, or some other person or entity selected by the Owner, will chair the Access and Opportunity Committee.

Section 2. Meetings

(a) The Access and Opportunity Committee will meet monthly or, more frequently at the call of the Chair.

(b) A representative of the Owner, preferably the staff member or contracted individual to lead monitoring and compliance efforts on behalf of the Owner, shall chair the Access and Opportunity Committee. The chair will establish agenda topics with input from the committee members and send notices of meetings with the agenda in advance of the meetings.

(c) The meetings will receive reports and consider work progress and practices, minority business enterprise and women business enterprise utilization, minority and women participation as labor, apprentice development and utilization, pre-apprentice recruitment (if any), training and referral, and other issues of concern to the Access and Opportunity Committee.

(d) Each Contractor shall report on monthly progress on these issues and provide ongoing workforce projections for their work.

ARTICLE III-B

HELMETS TO HARD HATS

Section 1. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize 'the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Unions and Contractors agree to coordinate with the Center to create and maintain an Integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE IV

UNION SECURITY, RECOGNITION & EMPLOYMENT

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working within the scope of this PLA on the Project. The Contractor shall give the Union first preference to refer qualified journeymen subject to the provisions of the "Union's Job Referral System" currently in the Collective Bargaining Agreement of any of the Local Unions identified in Appendix A of this PLA. However, once

notified, if a Local Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted, unless the request is for work on any of those days) the Contractor may employ applicants from any other available source. In the event that the union's Exhibit A does not contain a job referral system as set forth in this section the Contractor shall hire employees in accordance with the Union's established practices and procedures.

Such Job Referral System must be operated in a non-discriminatory manner and in compliance with federal and state laws and regulations which require equal employment opportunities and non-discrimination.

The Contractor shall have the right to determine the number of employees required, and determine the competency of all employees. The Contractor shall also determine the number of employees to be laid off, and which employees shall be laid off, consistent with any other provisions of this PLA.

The Contractor shall notify the respective Union of all the employees hired, to perform work covered by the scope of this PLA, by any source other than referral from the Union within twenty-four (24) hours of employee's date of employment.

Section 2. All Journeymen and apprentice employees, each referred to herein as an "employee" who are employed by Contractors performing work covered by the scope of this PLA on the date hereof who are members of the Union shall remain members for the duration of their employment on the Project as a condition of employment on the Project and those employees who are not members shall become members of the Union within eight (8) calendar days of the date of their employment for work on the Project and shall remain members of the Union for the

duration of their continued employment on the Project as a condition of employment on this Project.

Nothing herein shall require the Union to accept into membership any applicant, since Union membership is solely within the discretion of the Union. However, any employee denied Union membership, after having duly made application, shall not be denied employment for work on the Project or discriminated against in connection with such work as a result of the denial of membership.

Section 3.(a) Contractors shall employ apprentices who are registered with the Joint Apprenticeship Committee of the appropriate trades and shall employ qualified journeymen.

(b) The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. The Contractor shall exercise these rights consistent with the applicable Collective Bargaining Agreement(s) of the Local Unions identified in Appendix A of this PLA. The Contractor shall give the primary consideration to qualified individuals within the jurisdiction of the local unions identified in Appendix A (the "Local Unions"). After such consideration, the Contractor may select individuals from any other source.

Section 4.(a) The Contractor agrees to deduct in the amount identified in Article X Section 3, the hourly dues check-off portion of union dues. The Contractor further agrees to deduct any additional amounts specified for dues check-off upon fifteen (15) days prior notice from the Union.

(b) Check-off deductions shall be made from the pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this PLA provided such employee has voluntarily completed the check-off authorization form used

by the Unions. Upon request by the Contractor, the Union will provide the Contractor a copy of his/her employee(s) authorization forms.

Section 5. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractors to ensure that the minority and women participation goals (Ref Appendix "C") that have been established for this Project are met.

Section 6. Except as provided in Article V, Section 3, individual seniority shall not be recognized or applied to employees working on the Project.

ARTICLE V

UNION REPRESENTATION

Section 1. Authorized representatives of the Union shall have access to the Project site, provided they do not impede the work of the Owner's agents or the employees engaged in work on the Project, and that they fully comply with the visitor, security, and safety rules of the Project.

Section 2.(a) Each signatory Local Union shall have the right to designate a working journeyman as steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his/her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to working as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any

other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

Section 3. The Contractor agrees to notify the appropriate Union forty-eight (48) hours prior to the layoff of a steward. In any case involving the release of a steward from employment for discipline or just cause, the Contractor shall hold a conference with a representative of the Local Union. If a steward is protected against any such layoff by the provisions of any of the Collective Bargaining Agreements of the Local Union identified in Appendix A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining.

Section 4. At certain times the Construction Manager and Owner's agents and personnel may be working in close proximity to construction activities for the Project, and the Union agrees that the Union representatives, stewards and individual workers will not interfere with Owner's agents and personnel, or personnel employed by any other employer not a party to this PLA.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. The Contractor retains full and exclusive authority for the management of its operation. Except as expressly limited by other provisions of this PLA, the Contractor retains the right to direct the work force, including the hiring, promotion, transfer, and layoff of its employees. Discipline or discharge of its employees must be for just cause; the selection of the foreman; the assignment and scheduling of work; the promulgation of reasonable work rules and the requirement of overtime work, the determination of when it shall be worked and the number and identity of employees engaged for such work provided it complies with the appropriate Exhibit A's. No rules, customs, or practices which limit or restrict productivity, efficiency of the

individual and/or joint working efforts of employees shall be permitted or observed, except as they are specifically established in this PLA or in the Collective Bargaining Agreements of the Local Unions identified in Exhibit A.

Section 2. Except as otherwise expressly stated in this PLA or the craft agreements attached to it, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, prefabricated, pre-finished, or pre-assembled products, equipment or tools, or other labor-saving devices. The Contractor may without restriction install or otherwise use pre-cast, prefabricated, pre-finished, or pre-assembled products, or equipment regardless of their source, provided, however, that such installation or use of such products or equipment is done in a manner consistent with the Collective Bargaining Agreement of the Local Union identified in Exhibit A, and/or as customarily performed in the area. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 3. Except as otherwise expressly stated in this PLA, it is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work will be initiated by the Contractor and performed by bargaining unit members from time to time on the Project. The Unions agree that they will not in any way restrict the implementation of such devices or work methods.

Section 4. The Unions further recognize that the Owner and the Construction Manager for the Project are committed to utilizing all relevant advances in construction technology, architectural design, building engineering, and machinery, systems and or building component efficiencies. In limited circumstances, this may require the utilization of supervisors employed by specialty contractors to supervise the work of bargaining unit members. Where the same is

pursued, the Unions will be advised by the Construction Manager prior to the commencement of the work. Upon timely request, representatives of the Construction Manager will meet with representatives of the Union(s) affected to review the appropriateness of such utilization and alternatives which may be available to satisfactorily meet the Owner's requirements and reasons for invoking this provision.

Section 5. Any provision in any Exhibit A, local collective bargaining agreement directed solely at project labor agreements, that increases crew sizes, wages or fringe benefit contributions shall be void and unenforceable in this Project Labor Agreement and on the Project.

ARTICLE VII

WORKING CONDITIONS

Section 1. A craft that has been given a job assignment by a Contractor may use any tool, device, or method of application (such as but not limited to the welding/cutting torch and chain fall) necessary to complete that assignment provided that the assigned employee(s) can safely use the tools and/or equipment involved, and that they possess the proper certification needed for operation of those tools and/or equipment.

Section 2. In conformity with the terms of this PLA, the Construction Manager may, after notice to the union, implement reasonable Project rules and regulations and such rules and regulations shall be distributed to all employees and posted in conspicuous places throughout the Project. Failure of an employee to conform to these rules and regulations may subject him/her to appropriate disciplinary action, which may include discharge.

Section 3. A Contractor may establish a tool room or warehouse. It is agreed that the manpower required for the operation of the tool room or warehouse shall be the employees normally in the direct employ of the Contractor.

Section 4. The Contractors shall provide adequate supplies of drinking water and sanitary facilities for the use of all employees as per the Exhibit A's.

ARTICLE VIII

PROJECT SAFETY, MEDICAL RULES, AND REGULATIONS

Section 1. Reasonable Project specific safety rules and regulations will be promulgated by the Construction Manager after notice to the union and attached hereto as Appendix D, distributed to all employees and posted in conspicuous places throughout the Project.

Section 2. All employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Owner, the Construction Manager and the Contractors. Failure of an employee to conform to these rules and regulations may subject him/her to appropriate disciplinary action, which may include discharge.

Section 3. To conform with any governmental (Federal or State) regulation covering this Project, the Construction Manager shall establish and implement reasonable substance abuse testing procedures and regulations which may include but shall be limited to, pre-hire, reasonable cause and post accident testing. The Owner, Construction Manager and the Union agree to implement the "Massachusetts General Hospital B3C PLA Substance Abuse Program" attached hereto as Exhibit F. All applicants for Project positions will be required to satisfactorily complete a drug test before achieving status as a non-conditional employee. Specimens will be collected during in-processing on the Project site or at a designated off-site location. Applicants will be on the clock for all time spent in processing, including specimen collection. All applicants

must present a referral slip from their Union before being tested. This shall not preclude a Contractor from utilizing its own employees on the Project who will be provided referral slips by their union.

Section 4. After processing of paperwork and specimen collection, samples shall be tested within 3-8 minutes for immediate test results. Employees with negative test results shall be allowed to complete the orientation process and receive a site access badge. Employee samples that indicate preliminary positive results shall not be allowed access to the Project until confirmation by an NIDA approved laboratory and review by the MRO confirms said results. Employees whose confirmation concludes an initial false positive result shall be paid for regular work hours during the confirmation period. All applicants will be notified of test results (positive or negative) in sealed envelopes. If test results are confirmed positive for illegal drugs or prescription drugs without a valid prescription, the employee will continue to be barred from the Project.

Section 5. Any employee so barred may be eligible for re-assignment on the Project after a period of not less than six months, provided the employee satisfactorily completes a drug test conducted by an approved laboratory at the employee's expense. Upon the successful completion of such a subsequent test, the applicant will be eligible for assignment to the Project.

Section 6. Any employee who refuses to take the Instant Test will be permitted to take a full laboratory test which may take several days for results. The employee may be required to stay away from the Project during the testing process, and he will not be compensated for the waiting period. Refusal on the part of any applicant to comply with the testing procedure will disqualify the applicant from consideration for employment on the Project. The program shall only require pre-hire, reasonable cause and post-accident drug testing. An employee who has satisfactorily

completed the drug test, leaves the Project temporarily and is then reassigned to the Project within 6 months of taking the test shall not be required to take a new drug test.

Section 7. DCAM projects will not be covered by an Owner Controlled Insurance Program(OCIP), but some UMBA projects will be covered by an OCIP. If the Project is covered by an OCIP, a copy of the applicable OCIP Manual and any related site specific safety and loss control program will be incorporated into the PLA and will be contained in Appendix D.

ARTICLE IX

HOURS OF WORK, OVERTIME AND HOLIDAYS

Section 1. (a) The standard workweek will be forty (40) hours, Monday-Friday. Each workday shall consist of eight (8) hours and a thirty (30) minute unpaid lunch break and there shall be two fifteen-minute coffee breaks, one in the morning and one in the afternoon. Each workday will begin between 7:00 a.m. - 8:00 a.m. and end between 3:30 p.m. - 4:30 p.m. In the case of inclement weather, Saturday may be worked as a make-up day at straight time, if permitted by Exhibit A and provided at least 8 hours of work are scheduled for that day.

(b) Overtime will be paid according to the applicable Exhibit A agreements. There shall be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be required to work overtime. There shall be no pyramiding of overtime pay under any circumstances. The Unions agree to perform overtime work as requested.

Section 2. (a) If permitted by the applicable Exhibit A and after notice to the union, at any time and upon five (5) days notice by the Construction Manager to the affected Union, a Contractor may institute a four day, ten (10) hours per day standard work week, provided said four (4) day work week is established for a minimum of one (1) work week. The standard work day for the

construction work shall commence no earlier than 7:00 A.M. and no later than 8:00 A.M. The standard work week shall be four (4) consecutive days in a normal workweek (Monday through Thursday), with the fifth day available for a make-up day at straight-time if permitted by the applicable Exhibit A agreement. The starting time may be adjusted by mutual agreement.

(b) All overtime on 4, 10 hour workweek schedules including make-up days after the tenth (10th) hour, shall be paid pursuant to the applicable Exhibit A agreements. All overtime worked on Saturdays, Sundays and Holidays shall be paid pursuant to the applicable Exhibit A agreements. There shall be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be required to work overtime. There shall be no pyramiding of overtime pay under any circumstances. The Unions agree to perform overtime work as requested.

Section 3. (a) Shifts may be established according to the applicable Exhibit A agreements, for some or all crews when considered necessary by the Contractor. Shifts shall remain in effect for at least five (5) consecutive working days. It is necessary for a first (and/or second) shift be worked in order to work a second and/or third shift. The first shift shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven and one-half (7-½) hours and receive eight (8) hours pay. The third shift shall work seven (7) hours and receive eight (8) hours pay.

(b) Off Hour Shifts. It is mutually agreed by the Union and the Contractor that when work on the Project or a clearly defined portion of work cannot be performed during normal working hours, 7:00 AM to 3:30 PM, the Contractor may start work at any hour of the day, at straight time. Any shift worked under this provision shall work eight (8) hours for eight (8) hours pay. There is no minimum number of days these Off Hour Shifts must work. For Off Hour Shifts starting between 12:00 Noon and 6:00 PM, a 10% differential shall be added to the wages. For

Off Hour Shifts starting after 6:00 PM, a 15% differential shall be added to the wages. Any work performed over the eight (8) hour day, shall be paid at the applicable Exhibit A overtime rates. If the Off Hour Shift lasts beyond five consecutive work days, overtime rates including weekend and Holiday rates, where applicable, shall be paid according to the applicable Exhibit A agreements.

Section 4. The starting time established by the Contractor shall commence and quitting time shall occur at the change shack. During the work day, the employees shall remain at their place of work performing their assigned functions under the supervision of the Contractor. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 5. It shall not be a violation of this PLA if the Owner or any Contractor, when it considers it necessary, shall suspend all or a portion of the Project to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where a Contractor requests employees to remain at the site and to be available for work, the employees will be compensated for the standby time at the rate of pay they were receiving at the time work on the Project was suspended.

Section 6. Holidays - The recognized legal holidays under this PLA are New Year's Day, President's Day, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Work schedules during Commencement, and in the days immediately before and after Commencement, shall be determined by the Owner.

Section 7. Holiday Pay, if any, shall be paid according to the Exhibit A agreements.

Section 8. Reporting Pay. When an employee reports for work at the time and place specified by the employer and he is not put to work, he shall be paid for two (2) hours at the applicable rate

of pay. If an employee starts work, but works less than four (4) hours and the employee is sent home, the employee will be paid for four (4) hours. If an employee works more than four (4) hours, but less than eight (8) hours, and the employee is sent home, the employee shall be paid for eight (8) hours. This provision shall apply to all shifts. It is the intent of this Section that an employee who shows up for work shall be paid for at least two (2) hours of a shift, except when he has been notified, at the employer's expense, not to report either by direct contact by the employer or by a method agreed upon by the Contractor(s) and the Union. When proper notice is given by media announcement no more than four (4) or less than two (2) hours prior to the start of the working day and the employee reports he shall not be entitled to reporting pay.

If an employee leaves the job on his own accord, he will be paid for actual hours worked.

ARTICLE X

WAGES AND BENEFITS

Section 1. Attached to this PLA and incorporated herein are the various Local Union and/or craft agreements in place in Boston on the effective date of this PLA. The wages paid and the fringe benefits provided to employees employed under this PLA are those set out in the attached Exhibit A Agreements and their successor Agreements.

Section 2. All employees covered by this PLA shall be classified in accordance with work performed and paid pursuant to and as required by the applicable attached Local Union and/or craft agreement.

Further, the parties to this PLA recognize that within each employee craft designation there may be specific specialty classifications, and agree that the employees identified as individuals performing work within those specialty classifications will be compensated at the rate of pay

established by the collective bargaining agreement for the respective craft, for which they have been classified, in effect at the time of the employee classification.

Section 3. The Contractor agrees to timely pay contributions in the amounts and manner specified in the Exhibit A Agreements to the established employee benefit funds identified in Appendix B of this PLA.

Section 4. (a) Upon notice from the Union(s) of a Contractor's delinquency in payments of wages and benefits owed for work performed on the Project under this PLA, the Construction Manager agrees to work with the Union(s) to find and implement a mutually agreed upon remedy prior to making any periodic payments to the Contractor in question. Further, prior to any recommendation to the Construction Manager to close out payments to a Contractor for work performed on the Project under this PLA, the Construction Manager will contact the designated representative of the Council for confirmation that payment in full has been made for all wages and benefits owed for employees who have worked on the Project under this PLA.

(b) The Contractor adopts and agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made, and benefits paid out of such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint Trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor and agrees to abide by all the rules of those Trust Funds.

Section 5. To the extent possible it is the obligation of the Construction Manager, upon timely notice from the Union or the Trustees of Funds identified in Article X, Section 3 of this PLA, to withhold, in an appropriate amount, any monies due and owing to a Contractor that is delinquent in its payments required under Section 4 of this Article for work it has performed on the Project.

To the extent possible, the Construction Manager, and/or the Contractor shall not release such withholding until the Contractor is in compliance. It is also the obligation of all Contractors who subcontract work, upon timely notice from the Union or the Trustees of a recognized Fund, to withhold, in an appropriate amount, any funds due and owing to a subcontractor who is delinquent in its payments required under this section.

The work described in the Local 103 IBEW Telecommunications Agreement Governing the Teledata Industry of Greater Boston shall be performed pursuant to that collective bargaining agreement, as limited by Section 2.03 thereof, and such work shall not be subject to a jurisdictional dispute with any other Union.

ARTICLE XI

APPRENTICES

Section 1. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry all Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and customarily performed by the craft in which they are indentured. The Contractors may utilize apprentices and such other appropriate classifications as they are contained in the Collective Bargaining Agreements of the Local Unions identified in Appendix A of this PLA, or any other training program established by mutual agreement of the parties and governmental agencies that provides for training of individuals defined as minorities under applicable Massachusetts General Laws. Union signatories will cooperate with employers to permit utilization of the maximum number of apprentices permitted by applicable law. To that end, it is the Project wide goal of the Construction Manager, every Contractor and subcontractor and the Unions to employ twenty percent (20%) apprentices consistent with the relevant Exhibit A agreement.

ARTICLE XII

CONTINUED COMMUNICATION

Section 1. To the extent possible it is agreed that upon the final award of a contract or subcontract, to any Contractor, for work covered by this PLA, the Construction Manager shall notify the Council as to the name of the Contractor selected, the scope of work to be performed under the contract, and which crafts are anticipated to be involved in the performance of the scope of work. The Construction Manager and the selected Contractor will hold a pre job conference immediately after the Contractor is selected but no later than two weeks prior to the start of any work on the Project site or any work on any mock ups. It shall be the responsibility of the Council to notify the respective Local Union of the pending award.

Section 2.

Periodic conferences shall be held by the parties approximately every six (6) weeks for the purpose of discussing matters of mutual interest.

ARTICLE XIII

NAMED ARBITRATOR

It is agreed by the signatories of this PLA that the Arbitrator to be named under this PLA will be one of the individuals listed on Appendix G, List of Permanent Arbitrators and Alternate Arbitrators, attached hereto and incorporated herein. He/she shall be used exclusively by the signatories to this PLA to answer to any and all questions arising out of the interpretation or application of the terms and conditions of this PLA. He/She shall also be named Arbitrator to satisfy the arbitration requirements of Article XIV regardless of the cause of the alleged violation, but he/she will have no responsibility to decide jurisdictional disputes. Any party

invoking arbitration under this PLA shall notify the other relevant parties by the most expeditious means available while also complying with any provisions of notice required in this PLA.

ARTICLE XIV

WORK STOPPAGE AND LOCKOUTS

Section 1. There shall be no strikes, picketing, work stoppages, informational picketing, slowdowns or other disruptive activity affecting work covered by the PLA for any reason, including disputes relating to the negotiations or renegotiation of any of the Local Collective Bargaining Agreements of the Unions participating in this PLA and identified in Appendix A, by the Unions, or employees, against any Contractor, and/or the Construction Manager and there shall be no lockout by any Contractor or the Construction Manager.

(a) Failure of any Union or employee to cross a picket line established by any Union, whether signatory or non-signatory to this PLA, or any other organization, at the Project site will be a violation of this PLA.

(b) Disputes between the signatory unions and any tenant, renter or other person or business carrying out its/their normal functions within the boundaries of the Project shall be so handled as not to interfere with the operation of the Project, or the work being performed under this PLA.

Section 2. Any employee violating Section 1 above shall be notified by the employer that his/her actions are in violation of the terms of his employment per this PLA, and that failure to return to work at the commencement of the next STANDARD WORK DAY will result in disciplinary action, which could include dismissal, being taken against him/her. The notice shall be sent to the employee's last known address. A copy of the notice shall be sent to the Local Union representing the individual and the Union shall advise the individual to return to work.

If the Union and the Contractor cannot agree on the final disposition of disciplinary action taken against the employee, the parties agree to submit the issue to the Arbitrator named in Section 4 of this Article for final resolution.

Section 3 (a) If the Construction Manager or a Contractor contends that any Union has violated this Article, it will notify the International President(s) of the Local Union(s) involved, the Council. The International President or Presidents will immediately, but in no instance later than twenty-four (24) hours from the time in which the notice is received, instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violation of this Article. Section 4. Any party may institute the following procedure, in lieu of or in addition to any other action at law or equity when a breach of Section 1 of this Article is alleged.

(a) A party invoking this procedure shall notify the arbitrator named in Article XIII whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate Arbitrator named in Article XIII shall be appointed. In the event that neither is available, the permanent arbitrator shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices by telegram or fax to the party alleged to be in violation and to the Department and the Council if it is a Union alleged to be in violation.

(b) Upon receipt of said notice, the arbitrator named above or his alternate shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not before twenty-four (24) hours after the dispatch of the telegraphic notice required by Section 3, of this Article.

(c) The arbitrator shall notify the parties by telephone, e-mail, facsimile or other means of the place and time for the hearing. Said hearing shall be completed in one session,

which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing or issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article has occurred. 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 for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephone, e-mail or facsimile notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) Fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.

(h) If the permanent arbitrator determines that a work stoppage or other violation of Section 1 of this Article has incurred in accordance with (d) above, the involved Union(s) shall, immediately upon receipt of the award, direct all of the employees they represent on the Project to immediately return to work or otherwise cease the violation. If such employees do not return to work or cease the violation by the beginning of the next regularly-scheduled shift following the Union's receipt of the permanent arbitrator's award, each involved Union shall pay to the Owner the sum of Ten Thousand (\$10,000.00) Dollars as liquidated damages for the first shift in which the violation occurred, and shall pay an additional Ten Thousand (\$10,000.00) Dollars per shift for each shift thereafter on which the involved Union's employees have not returned to work. If the permanent arbitrator determines that a lockout has occurred in violation of Section 1, he shall award back-pay to the employees who were locked out including all benefit fund contributions. If such liquidated damages are not paid within thirty (30) days from the date of the arbitrator's award, interest at the rate of 12% per annum shall be due on all unpaid amounts. The arbitrator shall retain jurisdiction to determine compliance with this Section and Section 3 of this Article.

Section 5. Procedures in Article XV shall not be applicable to any alleged violation of this Article.

Section 6. The Construction Manager is a party in interest in all proceedings arising under this Article and Article XV and XVI and shall be sent contemporaneous copies of all

notifications required under these Articles, and, at their option, may participate as full party in any proceeding initiated under these Articles.

ARTICLE XV

DISPUTES AND GRIEVANCES

Section 1. All parties to this PLA, collectively and individually, realize the importance of maintaining the continuous and uninterrupted performance of work covered by this PLA and agree to resolve disputes in accordance with the expedited arbitration provisions set forth in this Article.

Section 2. Any question arising out of and during the term of this PLA involving its interpretation and application (other than violations of Article XIV and Article XVI) shall be considered a grievance and subject to resolution under the following procedures:

Step 1(a) When an employee subject to the provisions of this PLA feels aggrieved by a violation of this PLA the employee shall, through his/her Local Union Business Representative or job steward, give notice to the involved Contractor within a reasonable time after the occurrence of the violation, or when the violation was made known stating the provision(s) alleged to have been violated. The Business Representative of the Local Union or the job steward and a representative of the involved Contractor shall meet and endeavor to adjust the matter within twenty-four (24) hours after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within one week thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short factual description of the violation, the date on which the violation occurred, and the provision(s) of the Agreement allegedly violated.

(b) Should the Local Union(s) of the Construction Manager or any other Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager or designee of the involved Local Union together with the International Union representative of that Union, the representative of the involved Contractor and a representative of the Construction Manager shall meet within five (5) working days of the referral of the dispute to Step 2 to attempt to resolve the matter. If the parties fail to reach agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3.

Step 3(a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request, in writing, within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to the arbitrator identified in Article XIII of this PLA. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitration shall be borne equally by the involved Contractor and the involved Union(s).

(b) The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues timely presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this PLA.

Section 4. No adjustment or decision may apply retroactively exceeding sixty (60) days prior to the date of the filing of a written grievance except this limitation shall not apply to claims for contributions due to fringe benefit funds.

Section 5. The Construction Manager shall be contemporaneously notified by the involved Contractor of all actions at Steps 2 and 3 and shall be a party in interest at all grievance proceedings and arbitrations.

ARTICLE XVI

JURISDICTIONAL DISPUTES

Section 1. (a) Work shall be assigned by the Contractor in accordance with area practice, and such assignments shall be disclosed by the Contractor at a pre job conference. The Construction Manager, Contractor and subcontractors involved, and representatives of the appropriate Unions shall be invited to attend such conference.

(b) The Contractor, following procedures outlined in Appendix E will announce proposed work assignments at a pre job jurisdictional assignment conference held in accordance with industry practice not later than fourteen (14) working days before commencing any work under this PLA. The pre job conference will include a representative of the Construction Manager and the unions. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to the Council, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and the Unions.

(c) There will be no strikes, work stoppages, slowdowns, interruptions or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the construction work shall continue uninterrupted as assigned by the Contractor.

(d) The involved Contractor shall promptly notify the Construction Manager who will work directly with the involved Union(s) and Contractor(s) to avoid any disruption or delay on the work in dispute pending resolution of the dispute.

Section 2. (a) All jurisdictional disputes between or among Unions who have agreed to be bound to the procedures provided in the Plan for the Settlement of Jurisdictional Disputes (the “Plan”) in the Construction Industry shall be resolved under the Plan and shall be settled and adjusted according to the Procedural Rules and Regulations for the Plan. The assignments of the Contractor(s) shall be followed until the dispute is resolved in accordance with the Plan. Decisions rendered under the Plan shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions.

(b) For all Unions who have not agreed to be bound to provisions of the Plan, all jurisdictional disputes between those unions, or between one of those unions and any other union(s) shall be settled through arbitration where the arbitrator shall be bound by area practice regarding the assignment of the work. The assignments of the Contractor(s) shall be followed and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The parties hereby appoint one of the arbitrators on Appendix G as the permanent arbitrator for all disputes under this subsection (b).

(c) The Building and Construction Trades Council of the Metropolitan District and the New England Regional Council of Carpenters are currently discussing the use of the Boston Local Board or the Boston Plan as the means for and the vehicle under which jurisdictional disputes are resolved. If the aforementioned Councils reach agreement and if the agreement is acceptable to the Building and Construction Trades Department of the AFL-CIO, then the Boston

Local Board or the Boston Plan will become the means for and the vehicle under which jurisdictional disputes are resolved.

Section 3. There shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved, nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit agreement by the parties to any dispute, including the involved Contractor, to establish composite crews where more than one (1) employee is needed for the job, or an arbitrator from ordering such when appropriate under the Plan. The aforesaid determinations shall decide only to whom the disputed work belongs.

Section 4. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity while any jurisdictional dispute is being resolved. The work shall proceed without interruption as assigned by the Contractor until finally resolved. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity in protest of any such award or resolution.

ARTICLE XVII

SAVINGS AND SEPARABILITY

It is not the intention of the signatories of this document to violate any laws governing the subject matter covered within this PLA. The parties hereto agree that in the event that any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the terms and conditions of this PLA shall remain in full force and effect unless the parts found to be to void are contained in Article IV, Union Security, Recognition and Employment, and/or Article XIV, Work Stoppage and Lockout or in the specifications to bids of Contractors enforcing this PLA, which were the basis upon which this

PLA was entered into and are inseparable from the remaining portions of this PLA. In the event that Article IV, Article XIV or the specifications to bids of Contractors enforcing this PLA are held invalid, than the Council shall have the right to declare this PLA null and void because of lack of consideration.

Further, the Construction Manager and the Unions agree that if and when any or all provisions of this PLA or any enabling specifications are finally held or determined to be illegal or void by a court of competent jurisdiction, that they will promptly, but in no instance later than forty-eight (48) hours from the decision of the Court, enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE XVIII

TERM OF AGREEMENT

This PLA shall be effective as of the day and year first written above, and shall remain in full force and effect during the entire period of the construction of the Project described in Article I.

This PLA may be signed in multiple counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. This PLA may be amended or supplemented only by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the parties have caused this PLA to be executed and effective as of the day and year above written.


BUILDING AND CONSTRUCTION
TRADES COUNCIL OF THE
METROPOLITAN DISTRICT



President


General Agent/Secretary-Treasurer

NEW ENGLAND REGIONAL COUNCIL
OF CARPENTERS



Executive Secretary-Treasurer


CONSTRUCTION MANAGER:
LEE KENNEDY CO., INC.



President V.P. - CONSTRUCTION

Approved:

UNIVERSITY OF MASSACHUSETTS
BUILDING AUTHORITY



David J. MacKenzie
Executive Director

Exhibit A

LOCAL UNION AGREEMENTS

Asbestos Workers Local 6	Laborers Local 1421 (Wreckers)
Boilermakers Local 29	Operating Engineers Local 4
Bricklayers Local 3 Eastern Mass.	Painters & Allied Trades D.C. #35
N.E. Regional Council of Carpenters Local 103 I.B.E.W.	Plasterers & Cement Masons Local 534
Elevator Constructors Local 4	Plumbers & Gasfitters Local 12
Iron Workers Local 7	Pipe Fitters Local 537
Massachusetts Laborers' District Council	Plasterers & Cement Masons Local 534
Laborers Local 223	Roofers & Slaters Local 33
Laborers Local 88 (Tunnel Workers)	Sprinkler Fitters Local 550
	Sheet Metal Workers Local 17
	Teamsters Local 25

EXHIBIT B

Projects on the University of Massachusetts Boston Campus anticipated to be undertaken by
UMBA or DCAM

1. Integrated Science Complex (ISC)
2. Utilities Relocation and Road Realignment
3. Existing Building Renovations
4. New General Academic Building #1
5. Substructure and Science Center Demolition
6. New campus internal circulation system
7. New ground level entrances and facades
8. Campus Landscaping - Central Quad
9. New Residences (1,000 beds)
10. New Parking Garage
11. New General Academic Building #2; and
12. Edward M. Kennedy Institute for the United States Senate

LETTER OF ASSENT

All prime Contractors and their Subcontractors shall agree to be bound by the terms and conditions of this Project Labor Agreement by executing, no later than the date of execution of their contract with the Construction Manager, either the Agreement directly, or the following Letter of Assent, and sending it to Lee Kennedy Co., Inc., the Construction Manager, RE: UMBA Project No. UMBA 08-B5.

Date:

Lee Kennedy Co., Inc.
122 Quincy Shore Drive
Quincy, Massachusetts 02171
Attention: Robert O'Leary, Project Executive

RE: Edward M. Kennedy Institute for the United States Senate
Project No. UMBA 08-B5

Pursuant to the terms of the Project Labor Agreement dated as of November __, 2010 by and between **LEE KENNEDY CO., INC.** (the "Construction Manager") and the Building and Construction Trades Council of the Metropolitan District for its affiliated Local Unions, and The New England Regional Council of Carpenters, the undersigned Contractor (or Subcontractor) hereby agrees that it will be bound by and comply with all terms and conditions of said project labor agreement, and any Amendments thereto.

This Letter to Assent will remain effective for the duration of the Agreement and the participation of the undersigned on the Project, and for any extensions, after which this Understanding will automatically terminate.

Sincerely,

(Name of Contractor or Subcontractor)

By:

Title

cc: Building and Construction Trades Council of the Metropolitan District

APPENDIX A
LIST OF LOCAL UNIONS AND BUSINESS MANAGERS

Boston Building Trades
12A Everdean Street
Dorchester, MA 02122-3520

Jim Coyle General Agent
Secretary/Treasurer
Tel: 617/282-0080
Fax: 617/282-4365

Asbestos Workers Local Union #6
303 Freeport Street
Dorchester, MA 02122

Fran Boudrow, BM
Jim O'Day, BA
Tel: 617/436-4666
Fax: 617/265-9887

Boilermakers Lodge #29
66 Sagamore Street
North Quincy, MA 02171

Tom Saccoach, BM
Joe Birolini
Tel: 617/328-8400
Fax: 617/328-7582

New England Regional Council of Carpenters
750 Dorchester Avenue
Dorchester, MA 02125

Mark Erlich, Executive
Secretary/Treasurer
Tel: 617/268-3400
Fax: 617/268-0420

Carpenters Local Union #33
1252 Massachusetts Avenue
Dorchester, MA 02125

John Murphy, BA
Tel: 617/350-0014
Fax: 617/350-1684

Plasters & Cement Masons Local Union #534
7 Frederika Street
Boston, MA 02124

Steve Uva, BM
Bill Cherry
Peter Stracuzzi
Tel: 617/825-5200
Fax: 617/825-7519

Plasterers

Tel: 617/825-6200
Fax: 617/825-7519

Electrical Workers Local Union #103
256 Freeport Street
Dorchester, MA 02122

Michael Monahan, BM
John Dumas, President
Michael E. Calder
James M. O'Connell
Donald F. Sheehan
Gary Walker
William T. Corley, Organizer
Tel: 617/436-3710
Fax: 617/436-3299

Elevator Constructors Local Union #4
50 Park Street
Dorchester, MA 02122

Kevin McGettigan, BM
Steve Morse, BR
Tel: 617/288-1547
Fax: 617/288-6724

Operating Engineers Local Union #4
16 Trotter Drive
Medway, MA 02053-2299

Louis (Lou) Rasetta, BM
Kevin Bennett
Tom McCormack
William McLaughlin
Tel: 508/533-1433
Fax: 508/533-1430

Iron Workers Local Union #7
195 Old Colony Avenue
P.O. Box 7
South Boston, MA 02127

Mike Durant, BM
Ed Wright, BA
Neil Conley, BA
Paul Lynch, BA
Tel: 617/268-4777
Fax: 617/268-7878

Massachusetts Laborers' District Council
7 Laborers' Way
Hopkinton, MA 01748

Joseph Bonfiglio, President
Tel: 617/969-4018
Fax: 508/435-7982

Laborers Local Union #22
35 Highland Avenue
Malden, MA 02148

Lou Mandarini, BM
Dan Ottavani, BA
Tony Perrone, BA
Joe Mandarini, BA
Tel: 781/321-6616
Fax: 781/321-6662

Laborers Local Union #88 (Tunnel Workers)
170 Washington Street
Quincy, MA 02269

Frank Calabro, BM
Tel: 617/479-1088
Fax: 617/479-8463

Laborers Local Union #151
238 Main Street
Cambridge, MA 02142

Allen Boyer, BM
Tel: 617/876-8081
Fax: 617/492-0490

Laborers Local 223
12A Everdean Street
Dorchester, MA 02122

Martin Walsh, BM
Kevin Mellor, BA
Tel: 617/282-0180
Fax: 617/287-0688

Laborers Local Union #1421 (Wreckers)
623 Main Street
Woburn, MA 01801

Tom Troy, BM
Tel: 781/933-1401
Fax: 781/933-1403

Painters District Council #35
25 Colgate Road
Roslindale, MA 02131

Jeffrey P. Sullivan, BM
William Doherty, Representative
Joseph Guarino, Representative
Vern Gaylor,
Joseph Itri, Representative
Mike Lafferty, Representative
Tel: 617/522-0520
Fax: 617/524-0716

Pipe Fitters Local Union #537
35 Travis Street
Allston, MA 02134

Leo Fahey, BM
Thomas P. Kerr Jr., BA
Paul Campbell, BA
Sean Tolland
Brian Kelly
Thomas McGrath
Tel: 617/787-5370
Fax: 617/787-5373

Plumbers Local Union #12
1240 Massachusetts Avenue
Boston, MA 02125

Kevin Cotter, BM
Harry Brett, BA
George Donohue, BA
Tim Fandel, BA
Tel: 617/288-6200
Fax: 617/436-6006

Roofers Local Union #33
53 Evans Street
P.O. Box 9106
Stoughton, MA 02072

Paul Bickford, BM
Brian Breausseau
Michael Foley
Tel: 781/341-9192
Fax: 781/341-9195

Sheet Metal Workers Local Union #17
1157 Adams Street
Dorchester, MA 02124

Jim Wool, BM
Russell Bartash
Rick Keogh, BA
Joe Bergantino
Ed Foley, BA
Neil Kelliher, Organizer
Ed Marenburg, Organizer
Tel: 617/296-1680
Fax: 617/296-1295

Sprinkler Fitters Local Union #550
46 Rockland Street
Boston, MA 02132

Peter Gibbons, BM/ST
Mark Fortune, BA
Tel: 617/323-0474
Fax: 617/323-1373

Teamsters Local Union #25
544 Main Street
Charlestown, MA 02129

Sean M. O'Brien, President and
Principal Officer
Tel: 617/241-8825
Fax: 617/242-4284

Massachusetts Building Trades Council
256 Freeport Street
Dorchester, MA 02122

Frank Callahan, President
Rich Marlin
Tel: 617/436-3551
Fax: 617/436-4163

APPENDIX B
LIST OF FUNDS AND FUND ADMINISTRATORS

Asbestos Workers Local Union #6
Alicare
330 Westchester Avenue
White Plains, NY 10604

Anna Beam Administrator
Tel: 914/367-5496
Fax: 914/367-5793
abeam@alicare.com

Boilermakers National Funds
754 Minnesota Avenue
Kansas City, KS 66101

Richard L. Calcara, Administrator
Tel: 913/906-7370
Fax: 913/342-5751

New England Carpenters Benefit Funds
350 Fordham Road
Wilmington, MA 01887

Harry Dow, Director
Tel: 978/752-1132
Fax: 978/752-1121

Plasters & Cement Masons Local Union #534
7 Frederika Street
Boston, MA 02124

Mary Keohane, Administrator
Tel: 617/825-4500
mkeohane@opcmialocal534.org

Electrical Constructors Trust Funds
256 Freeport Street
Dorchester, MA 02122

Richard Gambino, Administrator
Tel: 617/288-5999

Elevator Constructors Local Union #4
National Elevator Industry Benefit Plan
19 Campus Boulevard, Suite 200
Newtown Square, PA 19073-3288

Robert Betts, Executive Director
Tel: 800/523-4702
Fax: 610/325-9028

Operating Engineers Local #4
Health/Welfare, Pension and Annuity Funds
16 Trotter Drive
Medway, MA 02053-0660

Gina Alongi, Administrator
Tel: 508/533-1400
Fax: 508/533-1426

Iron Workers Local Union #7 Fund Office
16 Granite Avenue
Dorchester, MA 02124

Mike Ruggieri, Administrator
Tel: 617/265-3757
Fax: 617/282-3757

Massachusetts Laborers' Benefit Funds
14 New England Executive Park
Burlington, MA 01803

Barry C. McAnarney, Administrator
Tel: 781/272-1000
Fax: 781/272-2226

Painters & Allied Trades District Council #35
Benefit Funds
25 Colgate Road
Roslindale, MA 02131

Sharon P. Saganey, Administrator
Tel: 617/524-1240
Fax: 617/524-0227

Pipefitters 537 Trust Funds
35 Travis Street
Allston, MA 02134

Charles T. Hannaford, Administrator
Tel: 617/787-5550
Fax: 617/787-5560

Plumbers Local Union #12 Health & Welfare Fund
1240 Massachusetts Avenue
Boston, MA 02125

Roger Gill, Administrator
Tel: 617/288-5400

Roofers Local Union #33 Funds Office
53 Evans Street
Stoughton, MA 02072

Anna Brousaides, Administrator
Tel: 781/341-1567
abrousaides@rul33funds.org

Sheet Metal Workers Local Union #17
Annuity & Insurance Funds
1157 Adams Street

Robert Keogh, Administrator
Tel: 617/426-5645
rkeogh@smw27trustfunds.org
Fax: 617/296-1295

Sprinkler Fitters Local #550
National Automatic Sprinkler Industry
Health and Welfare and Pension Funds
8000 Corporate Drive
Landover, MD 20785

Mike Jacobson, Administrator
Tel: 301/577-1700
Fax: 301/429-4709

Sprinkler Fitters Local #550 Annuity Fund
46 Rockland Street
Boston, MA 02132

Terrance Kerr, Administrator
Tel: 617/323-0474
Fax: 617/323-1373

New England Teamsters & Trucking
Pension Fund
One Wall Street
Burlington, MA 01803-4768

Charles Langone, Administrator
Tel: 781/345-4400

Teamsters Local 25 Health Services
And Insurance Plan
16 Sever Street
Charlestown, MA 02129

Carol Blanchard, Executive Director
Tel: 617/241-9220
Fax: 617/242-6950

APPENDIX C

UMBA and DCAM shall require the Construction Manager and all contractors awarded contracts for the projects to be constructed pursuant to this Agreement to take all steps legally permissible to hire residents of the City in accordance with the Boston Jobs for Boston Residents policy and to comply with the policies and standards relative to contracting with minority and women owned business enterprises (MBE/WBE). **These City and State programs** are referred to herein as the " Program Requirements".

The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractors and to comply with the requirements of minority and women employment goals and hiring of local Boston residents pursuant to the Boston Jobs for Boston Residents Policy.

The **MBE/WBE requirements for the Projects undertaken by DCAM shall be in the percentages established by DCAM** for all of its construction work in the Commonwealth.

The goals of the Boston Jobs for Boston Residents Policy are as follows:

- (1) At least 50 percent of the total employee workhours in each trade shall be by bona fide Boston residents;
- (2) At least 25 percent of the total employee workhours in each trade shall be by minorities;
and
- (3) At least 10 percent of the total employee workhours in each trade shall be by women.

PROJECT LABOR AGREEMENT
FOR
THE BUILDING FOR THE THIRD CENTURY (B3C)
MASSACHUSETTS GENERAL HOSPITAL

Effective May 14, 2008

**THE HARVARD UNIVERSITY CONSTRUCTION
SUBSTANCE ABUSE PROGRAM**

Harvard University and the signatory unions (the “Parties”) to the Harvard University Project Labor Agreement for Major Construction, Renovation and Rehabilitation (the “Agreement”) have agreed on a Drug-Free Workplace Policy, (the “Policy”) which states that “the use of illegal drugs or the abuse of alcohol, prescription or controlled substances on or off duty by persons employed, or seeking employment, on Projects covered by the Agreement, is inconsistent with a safe, healthy and productive work environment on the Harvard University-sponsored construction projects,” (the “Projects”).

This Substance Abuse Program (“the Program”) is established by Harvard University (HU) in response to the parties’ Policy directive as recited above and, if elected by the HU Construction Manager, supersedes any pre-existing programs. The HU construction managers on the Projects covered by the Agreement will require that this Program be applied to all Contractor-employed personnel working on Project sites and to all applicants for such positions.

The intention of this Program is to establish the Projects as drug and alcohol free workplaces with due regard for the personal privacy interests of Project employees. It is not the intention of the HU construction managers that any Contractor intrude on off-duty activities of Project employees away from the Project sites, unless those activities have a job-related impact. The circumstances permitting alcohol and drug testing on the Projects have been carefully defined. The HU Construction Managers will retain oversight over all Contractor programs and will monitor test procedures for consistency and policy compliance.

The Parties acknowledge and agree on the importance of appropriate education, assistance, and treatment for all employees to combat the potential or actual influence of illegal/controlled drugs and alcohol. The Parties therefore encourage the utilization of the

educational, assistance and treatment programs which have been established by signatory Unions and/or Contractors as an important component of the overall Substance Abuse Program on Project sites.

The Harvard University Construction Substance Abuse Program establishes minimum standards of testing on a consistent, standardized basis for the safety, productivity and economy of all parties and personnel working on covered Projects. The Program will apply to all bargaining unit and non-bargaining unit employees and applicants for employment on any covered Project site and to all Project Contractors at all tiers.. The Owner will regularly review with the Unions, Contractors, and Project Contractors, the effective implementation and enforcement of the Program, and will require appropriate action by any and all Parties who are not fully committed to and involved in the application of the Program on all Project sites.

This Program shall be subordinate to the Department of Transportation Regulations or any other federal or state drug testing mandates which shall prevail and apply only to those classes of employees and applicants subject to the mandatory drug test regulations currently in effect, as amended or established in the future by the Federal Highway Administration, the U.S. Coast Guard, the Research and Special Programs Administrative of the Department of Transportation or any other federal or state agency with appropriate jurisdiction.

THE POLICY

I. JOB APPLICANTS

1. All job applicants for positions on the Project will be required to satisfactorily complete a drug test, unless such applicant provides acceptable documentation that he/she has tested drug free within the preceding six months by a NIDA/SAMSHA certified laboratory. Specimens will be collected during in-processing on the project site or at a designated off-site location and tests will be conducted in accordance with Section III, herein and the Project Substance Abuse Prevention Program Implementation Procedure. Applicants who report to the

in-processing site who display reasonable cause to suspect they may be impaired by alcohol may be subject to alcohol testing as set forth in Section III.

2. If the POC test results are inclusive, the applicant will not be permitted access to the Project site, until test results have been verified in accordance with Section III-2. If the POC test results are proven negative, the employee will be paid for orientation time as described below and will be paid straight time hours for the missed work on the HU Project, provided the employee is not referred to or is not engaged on an alternate work assignment while test results are pending. If the applicant tests positive, he or she will be barred from the Project. However, such applicant shall be paid two hours of straight time for participating in the orientation program. If participation in the orientation program requires more than two hours of the applicant's time, such applicant shall be paid a maximum of four hours of straight time. There shall be no pyramiding of orientation time and missed work payments under this section.

3. Any applicant or conditional employee barred from the Project under Section I- 2 may be considered for re-employment on the Project provided the employee satisfactorily completes a drug test conducted by a NIDA/SAMSHA certified laboratory or an approved drug rehabilitation program at the employee's expense not less than sixty days following the initial disqualification. Upon the successful completion of such a subsequent test or program, the applicant will be eligible for Project employment providing, as a condition of continuing employment, the employee voluntarily agrees in writing to submit to substance testing at the HU construction manager's request for a period of six months.

4. Refusal on the part of any applicant to comply with the testing procedure will disqualify the applicant from consideration for employment on the Project until such time as the applicant certifies, in writing, a willingness to comply with this Program.

II. ACTIVE EMPLOYEES

1. Disciplinary Rules:¹ All Contractors on the Project recognize that employees have a right to privacy and that any adverse action taken against an employee for off-duty conduct shall take into account the employee's right to privacy and the impact of the employee's conduct on his/her job performance and job site safety. The Contractor's disciplinary rules for drug related conduct will be as follows:

- a) Possession of illegal drugs on the job or in a job status – Permanent bar from the Project site or Project employment.
- b) Use of illegal drugs on the job or in a job status – Permanent bar from the Project Site or Project employment.
- c) Selling, aiding and abetting the sale or conspiring to sell illegal drugs or prescription drugs on the job or in a job status or conviction for such activity off the job – Permanent bar from the Project Site or Project employment.
- d) System presence of illegal drugs or alcohol at a limit specified herein on the job or in a job status – Immediate bar from the Project and eligibility for reassignment to or rehire on the project after the later of sixty days and certification as drug or alcohol-free as confirmed by a NIDA/SAMSHA licensed laboratory or an approved drug rehabilitation program, provided that as a condition for reemployment on the project, the employee agrees to be subject to testing at the request of the HU construction manager for a period of up to six months. Any second offense involving an on-the-job system presence of illegal drugs or alcohol will result in a permanent bar from employment on the Project.
- e) Possession, use or system presence of prescription drugs without a valid prescription or alcohol on the job or in a job status may result

¹ In some instances, site work rules already in effect are repeated for the purpose of having a compilation of all substance-related rules in one document.

in a temporary or permanent project bar. The severity of the sanction will be determined on a case-by-case basis following investigation concerning the use of the drug. Employees are reminded of the project safety rule which requires all persons taking medication to advise their supervisor of such drug use in advance of the workday. It is the Contractor's intent that recreational use or abuse of prescription drugs will be treated the same as use of illegal drugs.

- f) These disciplinary rules supplement and do not supersede other rules and regulations duly promulgated by any contractor. In no event shall the application of these rules or the use of illegal drugs or alcohol be construed as a defense to other employment related discipline.

2. **Testing:** Employees will be subject to drug and alcohol testing only under the following circumstances:

- a. **Reasonable Cause:** A substance test may be required where there is reasonable cause to suspect that an employee has an in-system presence of intoxicants or drugs on the job or in a job status (such as on contractor or owner-provided transportation). An employee will not be tested under this paragraph unless employee conduct or other related circumstances provide a reasonable basis to believe that the employee may have ingested an intoxicating substance and/or is suffering from impairment of some sort while on the job site. Such observation must be confirmed by a second member of Contractor supervision, or by a HU construction manager's representative, wherever possible. For Contractors signatory to the Agreement, observation shall also be discussed with the Union steward, provided a steward is readily available. Finally, before an employee is referred for reasonable cause testing, the action must be approved by a senior member of Contractor management (above foreman/supervisor) or

by a HU construction manager's safety representative. All management representatives responsible for making such observations and/or referrals shall be required to attend a Department of Transportation (DOT) approved training program in order to be authorized to make such observations or referrals.

- b. Post-Accident:** Any employee who is involved in an accident on the job site or in the course of job duties which involves use of vehicular equipment, heavy equipment, power tools or other dangerous instrumentality or working conditions and which results in a lost time injury or substantial property damage (generally in excess of \$1000) shall be referred for a substance test unless the HU Construction Manager's safety representative determines that the employee did not contribute to the cause of the accident or could not have avoided it. Employees shall be tested as soon as possible but no later than the end of the work day.
- c.** Employees removed from duty for reasonable cause or post-accident testing will remain off duty until test results are received. If the employee tests negatively, the employee will receive full backpay for the time missed. If the employee tests positively, the employee will be barred from the Project effective the date and time of the specimen collection. Any employee so barred will be eligible for reemployment on the Project after a period of not less than sixty days. Before being rehired, any such employee must pass a drug test conducted by a NIDA/SAMSHA certified laboratory at the employee's expense and must agree, as a condition of reemployment, to submit to substance use testing at the HU Construction Manager's request, for a period of six months.
- d.** For those Contractors signatory to the Agreement, any employee directed for testing shall be entitled to request the presence of a Union steward in pre-test meetings with Contractor management. Provided a Union

representative has been requested and is readily available, no specimen will be collected until the steward can meet with Contractor representatives. The procedures described in this paragraph shall not operate to impede timely collection of test specimens.

III. DRUGS TO BE TESTED AND TEST PROCEDURES

1. **Test Standards:** Drugs to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services. Drug tests shall be conducted as described in Part III, 2 below. Any alcohol testing will be conducted by devices and under procedures approved by Massachusetts law.

2. **Test Procedures:** Drug testing will be conducted in three phases by urine testing.

a. Phase 1 - Point of Collection (POC) Immunoassay Screen using the RapidTox test, or its equivalent. If the POC test is “inconclusive”, the specimen shall be split and will be sent by overnight courier to a NIDA/SAMSHA laboratory for Phase 2 and Phase 3 testing if necessary.

b. Phase 2 – Immunoassay screening and specimen integrity testing by EMIT or equivalent. If the specimen is unacceptable, the employee or applicant will be requested to provide a fresh specimen. If the Phase 2 screen reads positive, it will be forwarded for Phase 3 confirmation testing.

c. Phase 3 – Confirmation testing by Gas Chromatography/Mass Spectrometry (GC/MS). Positive test results will be forwarded to the Medical Review Officer (MRO) to be reviewed with the specimen provider and reported to the Contractor and, if authorized, to the applicable unions EAP program.

d. All laboratory testing shall be conducted only by laboratories licensed and certified by the U.S. Department of Health and Human Services and shall be conducted in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs, as amended.

e. Drugs To Be Tested And Threshold Levels.

At the current time, the Mandatory Guidelines specify testing for the following drugs. The threshold level for a positive test for each drug is as indicated:

<u>Drug</u>	<u>Screen Cut Off</u>	<u>Confirmation Cut Off</u>
Marijuana Metabolites	50 NG/ML	15 NG/ML
Cocaine Metabolites	300 NG/ML	150 NG/ML
Opiate Metabolites	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Amphetamines	1000 NG/ML	500 NG/ML

Alcohol – An employee shall be presumed to be under the influence of alcohol with a blood alcohol level equal to or greater than .08 percent alcohol.

In the event that the Department of Health and Human Services changes the screen or confirmation threshold cut offs or adds new drugs or procedures to the list of drugs to be tested and the prescribed test procedures, or the Commonwealth of Massachusetts amends the presumption levels for alcohol impairment, this policy shall be automatically amended to accommodate such change, addition or amendment.

3. Retests: In the event of a positive result, there is an automatic confirmation test (GC/MS) performed by the drug testing laboratory at no cost to the employee or Contractor. In addition, the drug test laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing and follow-up retesting at the request of the employee or the Union at their expense, or by the Contractor at its expense. The laboratory shall endeavor to

notify the employee/applicant and the Contractor of positive test results within three working days after receipt of the specimen. The Union, employee, or Contractor, may request a re-test within three working days from notice of a positive test result. Costs of re-tests will be paid in advance by the requesting party. In the event the initial test is proven to be a false positive, costs for any retests shall be reimbursed.

4. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the Contractor to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

5. Employees must execute any documentation necessary to release report of test results to the Contractor. Failure to execute the appropriate release forms or to comply with testing procedures, (including adulteration of test specimens) will result in a permanent bar from the Project.

IV. APPEAL PROCEDURE

Contractors not signatory to a labor agreement must establish an internal review procedure culminating in a qualified neutral resolution of any disputes over application of this policy. Disputes involving employees of signatory Contractors shall be referred to the Dispute and Grievance Procedure established by Article VII of the Agreement. Such disputes may be initiated at Step 2.

V. REVISIONS OR AMENDMENTS

This Substance Abuse Program may be amended, from time-to-time, in writing, signed by Harvard University and any affected Union party to the Agreement.

FIRST AMENDMENT
TO
PROJECT LABOR AGREEMENT
RELATING TO
UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY
PROJECT NO. 08-B5

THE EDWARD M. KENNEDY INSTITUTE FOR THE UNITED STATES SENATE

This First Amendment, dated as of November 22, 2011, to Project Labor Agreement for University of Massachusetts Boston Campus between Building and Construction Trades Council of the Metropolitan District (the "Trades") and The New England Regional Council of Carpenters (the "Carpenters") and Lee Kennedy Co., Inc. (each a "Party," and collectively, the "Parties") regarding University of Massachusetts Building Authority ("UMBA" or the "Authority") Project No. UMBA 08-85 (the "Project"), which Agreement is dated as of November 1, 2010 (the "PLA" or the "PLA for the University of Massachusetts Boston Campus").

WHEREAS, the Parties have entered into a certain PLA dated as of November 1, 2010; and

WHEREAS, Article VIII, Section 3 of the PLA provides in pertinent part that the Owner (UMBA), the Construction Manager (Lee Kennedy Co., Inc.), and the Union (the Trades and the Carpenters) agree to implement the so-called "Massachusetts General Hospital B3C PLA Substance Abuse Program" (the "MGH Program" with respect to the Project, and a copy of the MGH Program is attached to the PLA as Exhibit F; and

WHEREAS a certain provision of the MGH Program which applies to members of The New England Regional Council of Carpenters is contained in the text of the MGH Project Labor Agreement rather than the text of the MGH Program, and said provision was inadvertently omitted from the PLA for the University of Massachusetts Boston Campus; and

WHEREAS, the parties wish to correct the omission.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The PLA for the University of Massachusetts Boston Campus is hereby modified, as follows:

Article VIII, Section 3 of the PLA is modified by deleting the period at the end of the second sentence of the Section, and inserting the following:

"; provided, however, that the employees working under this Agreement and participating in the Carpenters Assistance Program shall be subject to the reasonable cause procedures of that program; and all others will be subject to the reasonable cause procedures set forth in Exhibit F."


so that the second sentence shall read in its entirety:

“The Owner, Construction Manager and the Union agree to implement the “Massachusetts General Hospital B3C PLA Substance Abuse Program” attached hereto as Exhibit F; provided, however, that the employees working under this Agreement and participating in the Carpenters Assistance Program shall be subject to the reasonable cause procedures of that program; and all others will be subject to the reasonable cause procedures set forth in Exhibit F.”

2. In all other respects the terms of the PLA shall remain in force and applicable.

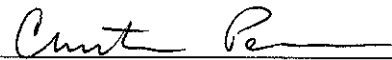
IN WITNESS WHEREOF, the Parties have caused this First Amendment to the PLA to be executed and to be effective as of the day and year first set forth above.

BUILDING AND CONSTRUCTION
TRADES COUNCIL OF THE
METROPOLITAN DISTRICT



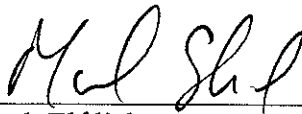
Mark Fortune
Its President

CONSTRUCTION MANAGER:
LEE KENNEDY CO., INC.



Chris Pe
Its President
VP - CONSTRUCTION 11-22-11

NEW ENGLAND REGIONAL COUNCIL
OF CARPENTERS



Mark Ehrlich
Its Executive Secretary-Treasurer