

PROJECT LABOR AGREEMENT FOR
THE NEW SOLDIERS' HOME IN HOLYOKE, MASSACHUSETTS
BETWEEN
PIONEER VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
THE NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS
AND
COMMODORE WALSH HOLYOKE, A JOINT VENTURE

Contents

PREAMBLE	3
ARTICLE I: PURPOSE.....	4
ARTICLE II: SCOPE OF THE PROJECT LABOR AGREEMENT	5
ARTICLE III: ANTI-DISCRIMINATION, DIVERSITY, EQUITY AND INCLUSION	13
ARTICLE IV: UNION SECURITY, RECOGNITION & EMPLOYMENT.....	18
ARTICLE V: UNION REPRESENTATION.....	22
ARTICLE VI: MANAGEMENT RIGHTS	23
ARTICLE VII: WORKING CONDITIONS	25
ARTICLE VIII: TRAVEL AND SUBSISTENCE.....	27
ARTICLE IX: PROJECT SAFETY, MEDICAL RULES, AND REGULATIONS.....	27
ARTICLE X: HOURS OF WORK, OVERTIME AND HOLIDAYS	29
ARTICLE XI: WAGES AND BENEFITS.....	34
ARTICLE XII: APPRENTICES.....	35
ARTICLE XIII: CONTINUED COMMUNICATION	36
ARTICLE XIV: NAMED ARBITRATOR	36
ARTICLE XV: WORK STOPPAGE AND LOCKOUTS	37
ARTICLE XVI: DISPUTES AND GRIEVANCES	41
ARTICLE XVII : JURISDICTIONAL DISPUTES	44
ARTICLE XVIII: SEVERABILITY	47
ARTICLE XIX: TERM OF AGREEMENT.....	47
SCHEDULE A: LOCAL UNION AGREEMENTS.....	54
APPENDIX A: LETTER OF ASSENT.....	55
APPENDIX B: LIST OF FUNDS AND FUND ADMINISTRATORS	56
APPENDIX C: GOALS AND UTILIZATION PERCENTAGES FOR MINORITY, WOMEN AND VETERAN WORKERS, MBE/WBE/VBEs, AND APPRENTICES	57
APPENDIX D: PREVAILING WAGE AND BENEFIT CHART	58
APPENDIX E: HARVARD DRUG TESTING PROGRAM.....	59

PREAMBLE

This Project Labor Agreement (the “PLA” or the “Agreement”) is entered into this 3rd day of February 2023, by and between Commodore Walsh Holyoke, A Joint Venture (the “Construction Manager”), its successors or assigns, and the Pioneer Valley Building and Construction Trades Council (the “Council”) for its affiliated Local Unions, and the North Atlantic States Regional Council of Carpenters (“NASRCC”) (the Council, local unions and NASRCC are referred, to herein, collectively, as the “Union” or “Unions”) with respect to the construction work, owned and contracted by the Massachusetts Division of Capital Asset Management and Maintenance (hereinafter, “DCAMM” or the “Owner”) for the construction of the new Soldiers’ Home in Holyoke, Massachusetts (“the Project”).

This Agreement will be included in the bid documents, subcontract specifications and other contract documents for work covered by this Agreement. All Contractors performing covered work will become party to this Agreement. The term “Contractor” (or “Contractors”) includes all construction contractors and subcontractors of whatever tier engaged in the on-site performance of work covered by this Agreement, including the Construction Manager when it performs on-site construction work within the scope of this Agreement. Where specific reference to the Construction Manager alone is intended, the term “Construction Manager” is used.

The Unions, Construction Manager, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement, together with the Appendices and the Schedule A agreements incorporated therein, represents the complete understanding of the parties. By virtue of signing this Agreement, no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether the successful bidder performs work at other projects or sites not related to this Project on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not

members of any union. The Unions also acknowledge that the Commonwealth, and the contract between DCAMM and the Construction Manager has specified workforce goals, and business enterprise utilization goals for the total contract amount to be performed by Minority Business Enterprises (“MBE”), Women Business Enterprises (“WBE”) and/or Veteran Business Enterprises (“VBE”), that are certified by the Massachusetts Supplier Diversity Office (“SDO”) (collectively, (“M/W/VBE”)). Further, the parties agree this Agreement is required by law to include processes and procedures to ensure compliance with disadvantaged workforce participation goals. This Agreement shall not apply to any contractor for work that is performed on any other project or at any location other than at the Project site as further defined in this Agreement. The Unions and Contractors hereby pledge to work cooperatively on this Project with all Contractors awarded work governed by this Agreement, despite any other dispute they may have with a Contractor over, including, for example, disputes over payment of wages or fringe benefit fund contributions relating to work performed on other projects not covered by this Agreement.

ARTICLE I: PURPOSE

The Soldiers’ Home Project is the central component of the Commonwealth’s emergency law (the “Legislation”) to finance the construction of a new Soldiers’ Home in Holyoke Massachusetts adjacent to the existing Soldiers’ Home, which has been in use since 1959. The timely and successful completion of this Project is critical to the ability of the Commonwealth to provide appropriate care to its citizens who served in the armed forces of the United States. Any delays in completing the Project will jeopardize this important mission and public health imperative.

As set forth in the Legislation, the Project is “the construction of a new facility for the Soldiers’ Home in Holyoke that is sufficiently extensive in size, complexity and duration to replace the existing Solders’ Home Facility,” and includes construction of an 8-story medical and residential care facility, the demolition of the predecessor facility, any required abatement, as well as the construction and reconstruction of the surrounding roads and grading of the surrounding land.

The purpose of this Agreement is to ensure that all Project Work (as defined in Article II below) will be performed, efficiently, economically, with due consideration for the protection of labor standards, wages and working conditions and that it will proceed without interruption in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement. In furtherance of this purpose, the parties agree to establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the Contractor(s) and the Unions, or their members, to the end that the Owner, the Contractors and the Unions are assured of complete continuity of operation without slowdown or interruption.

The parties are committed to providing open access to bidding opportunities for all Contractors and to assuring both compliance with required goals and an adequate supply of craft workers possessing the requisite skills and training in order to provide the taxpayers a Project of the highest quality. Further, the parties agree to cooperate throughout the terms of this Agreement to increase efficiency and productivity.

ARTICLE II: SCOPE OF THE PROJECT LABOR AGREEMENT

This Agreement shall apply and is limited to all construction necessary to construct the new Soldiers' Home, including demolition, abatement, construction, and reconstruction, and related Project work, as provided below.

Section 1. The Parties agree that the Project Work will include:

- (a) All site remediation construction work;
- (b) All demolition required on site;
- (c) All abatement required on site;

- (d) All construction on the existing Soldiers' Home, facilities and grounds necessary for the completion of the new Soldiers' Home;
- (e) Relocation of utilities;
- (f) Relocation of Fairview Street;
- (g) Construction of new fire road;
- (h) Excavation and backfill;
- (i) Drilling and blasting;
- (j) Reconfiguration of outdoor pavilion;
- (k) Construction of new 8-story Soldiers' Home and all other new facilities and grounds within the scope of the Construction Manager's contract with the Owner;
- (l) Demolition of the existing Soldiers' Home Facility and all related facilities;
- (m) Other ancillary work within the scope of the contract for the Construction Manager as contracted by DCAMM for this Project; and
- (n) Construction work performed by the employees of such covered Contractors at temporary facilities, such as fabrication yards or assembly plants, located in close proximity to the Project site and set up for the purpose of servicing the construction project.

It is understood by the parties that the Owner may at any time and in its sole discretion order changes in the scope of the Project and/or revise the scope of any one or more of the particular Project segments covered under this Agreement.

Section 2. This PLA shall be limited to the Project Work performed on the Project site 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 including, work performed by local utilities and work outside the scope of this Project, as defined by the agreement between DCAMM and the CM on the Project.

Section 3. Work specifically excluded from the scope of this PLA includes but is not limited to the following:

- (a) Work on the existing Soldiers' Home facility necessary for its maintenance and operation.
- (b) Work of professional, engineering, administrative, supervisory and management employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, inspectors, quality control personnel, quality assurance personnel, timekeepers, surveyors, mail carriers, clerks, office workers, messengers, guards, emergency medical and first aid technicians, and safety personnel.
- (c) Pre-construction assessments, investigations, or studies, including, but not limited to: environmental site assessments, preliminary site assessments or remedial investigations, pre-design investigations, pilot, studies, or academic research projects.

- (d) All deliveries to and from the Project site, including but not limited to, transportation of mobile bathrooms, waste, excavated materials, scrap, demolition and related materials away from the site for disposal.
- (e) Any work performed on or near or leading to or onto the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, including work by electric, water or gas utilities, cable and telephone including installation of public and private telecommunications equipment, services, transmitters, antennas and servers and/or by the Owner or its contractors (for work which is not part of the scope of this Agreement).
- (f) Equipment suppliers (and their employees) performing or assisting in on-site equipment installation and on-site equipment warranty work and work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee or the onsite supervision of such work. At least four (4) business days' notice shall be given to the Unions before any work is performed pursuant to this section.
- (g) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience that employees represented by the Unions do not possess. At least fifteen (15) business days' notice shall be given to the Unions before any work is performed pursuant to this section. Any specialized or technical work subject to this Section anticipated by the Construction Manager or any other Contractor shall be discussed at the Pre-Job Conference held pursuant to Article XIII. Any disputes regarding the application of this Section shall be subject to the grievance process in Article XVI.
- (h) All emergency work related to an immediate and unplanned action at the jobsite that must be taken to alleviate a hazardous condition that represents an immediate threat to life, health, safety or property ("Emergency Work").

- (i) All work related to the delivery, unloading, moving and installation of the following Owner Furnished Equipment (“OFE”) and furniture, fixtures and equipment (“FF&E”) unless it is procured or installed by the Construction Manager. Examples of OFE and FF&E include medical equipment, fitness and recreation equipment, artwork and model train installations, cafeteria/bar equipment, fixtures, chairs, desks, copiers, computers, telephones, appliances, musical equipment, and other similar items.
- (j) All transportation between designated parking areas and the Project site.
- (k) Non-construction support services, including, but not limited to catering, water coolers, medical services, mobile bathrooms, and workforce training, contracted by the Owner or Construction Manager in connection with this Project.
- (l) Start up and commissioning services provided by a vendor for facilities covered by the Agreement. To the extent that commissioning and start-up activities result in the discovery of a defect or other concerns, necessary remedial work is within the scope of the agreement.
- (m) Work on the accepted ("turned-over") portions of the Project.
- (n) Exploratory geophysical testing and boring.
- (o) Professional testing and certification of medical gas piping and specialized medical equipment. To the extent that testing and certification activities result in the discovery of a defect or other concerns, that work is within the scope of the agreement.
- (p) Laboratory or specialty testing, inspections, and surveying.

- (q) Construction work ancillary to the Project but not included in the scope of work for the Construction Manager. When Construction Manager is informed of such construction work, it will notify the Unions as soon as possible thereafter, but not later than seventy-two (72) hours prior to the commencement of such work.

Section 4. 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 to comply with applicable provisions of the PLA.

Section 5. It is agreed that all Contractors 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 prior to the commencement of work. A copy of the Letter of Assent executed by the Contractor shall be immediately transmitted to the Council and Construction Manager prior to the dispatch of employees to the job site.

Section 6. This Agreement (including its attached Schedule A collective bargaining agreements as specified herein and their successors, except as provided herein), shall apply to all covered Project work, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement, except the work 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 attachment of Schedule A agreements to this Agreement does not constitute the endorsement of any claim of jurisdiction over work, which claim must be resolved under the provisions of this Agreement. 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 Schedule A, the provisions of this PLA shall prevail.

Where this Agreement does not address a subject that is addressed in a Schedule A agreement, the relevant terms in the Schedule A agreement shall apply for work covered by such agreement. Any dispute as to the applicable source between this Agreement and any Schedule A agreement for determining the wages, hours and working conditions of employees on the Project shall be resolved by the Standing Arbitrator, Susan Brown or the Alternate Standing Arbitrator, Gary Altman, if the Standing Arbitrator is not available, under the procedures established in Article XVI.

Section 7. It is understood that this Agreement 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 Agreement, the Contractors will not be obligated to sign any other local, area or national agreements.

Section 8. Program for Small Minority/Women/Veteran Business Enterprises who are not signatories to Schedule A agreements at the time of bidding.

- (a) The Parties recognize that there are barriers to entry for many M/W/VBEs on construction projects in Massachusetts. The Parties therefore agree that, in consultation with the Council and NASRCC, the Owner and the Construction Manager shall work collaboratively to support M/W/VBEs to successfully bid and participate on the Project. A M/W/VBE that holds a current certification as a Minority, Women, or Veteran Business Enterprise issued or accepted by the Massachusetts SDO and is awarded a contract at or under \$1 million (a "Small Business Enterprise Contract") shall not be subject to Article IV or V of this Agreement, but shall sign the Letter of Assent. This dollar limit is not in any way intended to limit or prohibit M/W/VBEs from bidding on larger contract packages under the terms of Article IV, Sections 9-10.
- (b) Notwithstanding any provision in this Agreement to the contrary, no provision of a Schedule A agreement will apply to M/W/VBEs awarded a Small Business Enterprise Contract under this section.

- (c) The parties agree to meet at least four (4) times within 60 days after the effective date of this PLA to identify potential mentoring, technical, and financial assistance resources. Such additional resources shall be shared with M/W/VBE networks and interested firms.
- (d) As a component of these Small Business Enterprise Contracts, all parties agree to assist potential M/W/VBE bidders in understanding the bidding and public contracting processes.

Section 9. Any Contractor who is awarded a Small Business Enterprise Contract under Article II, Section 8, shall not be obligated by Articles IV, V, XI or XII, to utilize the Agreement's provisions for Union referral of workers, to participate in Union-sponsored apprenticeship programs, or to participate in any fringe benefit fund sponsored by the Unions signatory to this Agreement. Each such Contractor shall, nonetheless, be required by this Agreement to:

- (a) Pay wages and benefits to its employees, for the duration of the Project, at hourly wage and fringe benefit contribution rates for those classifications contained in the applicable prevailing wage determinations in the location where the Project is located made by the Massachusetts Executive Office of Labor and Workforce Development, Department of Labor Standards, which are incorporated in the Contractor's contract and as contained in Appendix D, and amended annually as required by law.
- (b) Comply with all provisions of this Agreement.

Section 10. 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 based on bona fide emergencies, including but not limited to weather and safety conditions.

Section 11. This Agreement shall only be binding upon the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 12. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner or Construction Manager and/or any Contractor.

Section 13. This Agreement shall be limited to the work within the scope of this Agreement, as set forth in Section 1 of this Article, which is awarded on or after the effective date of this Agreement.

Section 14. None of the provisions of this Agreement shall apply to the Owner. Nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on the Project site.

Section 15. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. The Owner may, at its option, expand the scope of the covered work at any time. Further, the Owner may prohibit some or all work on certain days to accommodate operational considerations at the existing Soldiers' Home.

ARTICLE III: ANTI-DISCRIMINATION, DIVERSITY, EQUITY AND INCLUSION

Section 1. Anti-Discrimination and Training.

- (a) The parties are committed to a safe, efficient jobsite free of discrimination and harassment and staffed with well-trained and properly skilled labor. All parties 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, gender, ethnicity, sexual orientation, gender identity or expression, genetics,

pregnancy or pregnancy-related condition, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background.

- (b) The legal requirements of performing work on or in connection with the Project are set forth in the contract between DCAMM and the Construction Manager (Article 8, Article 9, section 9.8 titled "Sexual Harassment and Workplace Violence Prevention", Article XII and Appendix A of the General Conditions titled "Equal Employment Opportunity, Non-Discrimination And Affirmative Action Program," along with Article 11 "Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages," and Article 12 "Veteran-Owned Business Enterprises Benchmark and Other Participation" and Article XIII and Appendix B of the General Conditions); G.L. c. 7C, s.6; G.L. c. 149A, s.6(b)(6); Section 4 of Executive Order 592 titled "Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action;" and ANF Bulletin #14 (March 2013) titled "The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity and Non-Discrimination Program."
- (c) All parties recognize the importance of training on diversity, anti-harassment, discrimination, and maintaining a respectful workplace. The Construction Manager shall provide mandatory training on these topics to any employee covered by this Agreement. All employees will be provided training as soon as practicable after their hire date as part of the mandatory orientation for working on the Project. Employees will be paid at the applicable rate for this training. DCAMM and the Construction Manager retain the right to require refresher and new training on the subjects covered by this section.

Section 2. Access and Opportunity. The parties have agreed to various provisions of the Agreement to bolster the inclusion of minorities, women and veterans in the employment

opportunities created by the Project. These provisions include, but are not limited to, workforce hiring goals, apprentice hiring goals, training and anti-discrimination policies and practices. Additionally, the parties recognize the Owner's M/W/VBE participation goals and have adopted strategies, contained herein, to bolster M/W/VBE participation. The parties agree that these provisions are critical to addressing pressing workforce and economic development concerns in the region surrounding the Project and the Commonwealth and that it is paramount that all parties demonstrate best efforts to fulfill the promise of these terms.

- (a) The parties acknowledge that in addition to the provisions of the contract between the Construction Manager and DCAMM referenced above, and Chapter 15, Section 5 of the Acts of 2021 (the "Act") expressly requires the establishment of, among other things, (1) participation goals of minority, women and veteran workers on the Project as journeypersons and apprentices, (2) processes and procedures to ensure compliance with the workforce participation goals, including, but not limited to, a requirement to employ a sufficient number of apprentices who would not otherwise qualify for employment on the Project, and (3) an agreement to facilitate the entry of interested veterans into the building and construction trades. The Act also requires the establishment of an Access, Inclusion and Diversity Committee (the "AIDC"); which was formed and commenced its duties prior to the date of this Agreement. The parties intend this Agreement to comply in all material respects with the requirements of Section 5 of the Act.
- (b) The parties to this Agreement support the development of increased numbers of skilled minorities, women and veteran construction workers to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage and undertake meaningful efforts to support the referral and utilization of minorities, women and veterans as journeypersons and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Local Unions at or above the levels set forth in Appendix C. In the event that a Union is unable to meet the workforce utilization goals of minorities, women, and/or

veterans set forth in Appendix C for its Contractor, the Contractor may employ qualified applicants from any other available source after providing the Union a minimum of 48 hours notice.

- (c) In furtherance of the parties' intent to comply with the Act, the Council and the NASRCC agree to make all reasonable efforts to achieve or exceed workforce participation goals set forth in Appendix C in partnership with their affiliate Unions and Project Contractors. The Unions and Contractors will actively recruit qualified minorities, women and veterans to participate in, and obtain membership in the respective unions and apprenticeship programs to meet or exceed the workforce participation goals set by this Agreement. Contractors and the Unions further agree to provide all qualified and available minority, women and veteran journeymen and apprentices the first available opportunities to work on the Project. The Unions and Contractors will actively recruit qualified applicants from the City of Holyoke and the surrounding area, minorities, women and veterans and connect them with opportunities to participate in Union sponsored pre-apprenticeship, and/or other mutually approved training programs providing pathways into apprenticeship as permissible under Federal State and local regulations. The Unions and Contractors further agree they will work cooperatively with any efforts undertaken by DCAMM, the Construction Manager, and the Executive Office of Labor and Workforce Development in conducting pre-apprenticeship recruitment and other pipeline programs with the goal of reaching underserved communities and their minority, women and veteran residents.
- (d) The Council and NASRCC agree to take all reasonable actions to ensure that MBE, WBE and VBE contractors and suppliers are made aware of opportunities to work on the Project and that the Construction Manager and Contractors are provided with information on available MBE, WBE and VBE firms. The Unions agree they will work cooperatively with DCAMM, SDO, Executive Office of Labor and Workforce Development (EOLWD) and Office of Veterans Affairs in any efforts they undertake to promote opportunities for M/W/VBEs on the Project.

- (e) The Council and NASRCC agree to summarize on or before the 15th day of the following month for DCAMM and the Construction Manager, all activity undertaken by each Union signatory and related Contractor(s) that month toward meeting Project minority, women and veteran workforce participation goals, including, but not limited to, those minorities, women, and veterans admitted to sponsored apprenticeship and pre-apprenticeship programs.

- (f) Construction Manager agrees to report monthly to DCAMM and the AIDC Committee all activity undertaken by Contractors in the prior months toward meeting Project minority, women and veteran workforce participation goals and M/W/VBE business—participation goals, including those minorities, women, and veterans admitted to apprenticeship and other mutually approved programs certified or otherwise approved by the Commonwealth.

Section 3. Veteran Workers. 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.

Finally, all parties will work cooperatively with DCAMM, SDO, EOLWD and Office of Veterans Affairs to promote to promote pre-apprenticeship and apprenticeship programs providing

pathways into the Trades for veterans. Similarly, all parties will work with DCAMM, SDO, EOLWD and Office of Veterans Affairs to bolster participation by VBEs on the Project.

ARTICLE IV: UNION SECURITY, RECOGNITION & EMPLOYMENT

Section 1. Except as provided in Article II, Section 8 and 9, the Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees, including core employees, if any, within their respective jurisdictions working within the scope of this PLA on the Project. The parties acknowledge that the collective bargaining relationship so established by this Agreement is a “pre-hire” relationship permitted by Section 8(f) of the National Labor Relations Act (“Act”).

Section 2. The Contractor shall have the sole right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with any other provisions of this PLA, including Article V, Section 4 below.

Section 3. For Unions now having a job referral system as contained in Schedule A agreements, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral systems will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof. In the event that the Union’s Schedule A agreement 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.

Section 4. The Contractor may reject any referral for any lawful nondiscriminatory reason, provided the Contractor complies with Article X, Section 13.

Section 5. In the event that the Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from any other available source. The Contractor shall notify the respective Union of all the employees hired, to perform work covered by the scope of this Agreement, by any source other than referral from the Union within twenty-four (24) hours of employee's date of employment. Individuals hired pursuant to this section shall be paid wages and fringes in accordance with the terms of this Agreement and may remain employed on the Project at the Employer's discretion.

Section 6. Except as required by law, the Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

Section 7. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including calls to local unions in other areas when its referral lists have been exhausted consistent with this Agreement, including, but not limited to, Articles III, this Article IV, and XII.

Section 8. No employees, including core employees, shall be required to comply with the union security provision by virtue of their employer signing this Agreement. The Contractor agrees to deduct union dues or representation fees, whichever is applicable, from the pay of any employee who has executed or executes a voluntary authorization for such deductions and to remit the dues to the appropriate union body. This Agreement is not intended to supersede

independent requirements in applicable Schedule A Agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

Section 9. The parties recognize the Owner's commitment to provide opportunities to participate on the Project to all Contractors qualified, willing and able to submit successful bids consistent with its bidding requirements. For Contractors who already employ some or all labor directly, this section addresses conditions upon which "core" employees may be employed on this Project.

- (a) For Contractors who are already signatory to a Schedule A agreement through the duration of this agreement, the Schedule A agreement shall apply with regard to referrals.

- (b) For Contractors who do not already have a collective bargaining relationship with the applicable Union for work covered by this Agreement, the following terms shall apply. The Contractor may request by name, and the Local Union will honor, referral of up to a maximum of four (4) persons in each craft, provided that the Contractor first demonstrates that those persons possess all state and/or federal licenses and certifications necessary to perform the craft's work in Massachusetts for which their direct employer has been hired. Additionally, the persons will have been employed by the Contractor for at least 6 months out of the prior one (1) year, have worked at least 1,500 hours in the relevant trade over a two (2) year period, and have the ability to perform safely all essential functions of the relevant trade.

- (c) Unless exempted under Article II, Sections 8-9, employers employing core employees under this section will pay wages and fringe benefit contributions consistent with Article XI, for the duration of the Project.

Section 10. The Union will first refer to such Contractor one (1) of the Contractor's "core" employees in the specific craft. Thereafter, the Union will refer one journeyman employee from the hiring hall for the affected trade or craft and will then refer one of such Contractor's "core" employees as an apprentice or a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired four (4) "core" employees in the specific craft, whichever occurs first. Thereafter all additional employees in the affected trade or craft shall be hired from the hall. For the duration of the Contractor's work the ratio of "core" employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring. The Contractor may elect to hire one of its "core" employees as a foreman.

Section 11. 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 forty-eight (48) hours of employee's date of employment.

Section 12. Except as provided in Section 10 above and Article V, Section 4, individual seniority will not be recognized or applied to employees working on the Project.

Section 13. The selection and hiring of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman, except that authorized representatives of the Contractor may give incidental

instructions to the workers in the absence of the foreman or in special circumstances when immediate direction is necessary.

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. 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.

Section 3. In addition to working as an employee, the steward shall have the right to receive, but not to 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 4. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward. 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 Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is

discharged or disciplined for just cause, the appropriate Union and Construction Manager shall be notified immediately by the Contractor.

Section 5. 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.

Section 6. The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

ARTICLE VI: MANAGEMENT RIGHTS

Section 1. The Contractor retains the full and exclusive authority for the management of its operations and shall be responsible for the management and prosecution of the work consistent with the provisions of this Agreement. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer within a contract, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation and change of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed, except as specifically established in this PLA or in the applicable Schedule A agreement(s). The Contractor may utilize any methods or techniques of construction.

Section 2. Except as otherwise expressly stated in this Agreement and in the Construction Manager's agreement with the Owner, 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, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment or facilities. Unless excluded from the scope of this Agreement under Article II, Section 3, the on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, by employees of the vendor or manufacturer where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer or vendor. Unless otherwise required to obtain a warranty, the Contractor responsible for performing the work will assign the work to the appropriate craft prior to the commencement of work.

Section 3. The use of new technology, equipment, machinery, tools and/or laborsaving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article XVI of this Agreement.

Section 4. The Owner reserves the right to use its employees to monitor and service electrical pumps, compressors, and generators, and to turn off and turn on lighting and power to operate and maintain existing facilities or any other activity to operate or maintain the Owner's facility.

Section 5. Pursuant to and consistent with Article XVII (Jurisdictional Disputes), Section 1, the Contractor may use composite crews for certain work activities to achieve efficient production. When such circumstances exist, the Contractor shall, at a pre-job conference prior to implementation, discuss the work involved and the make-up of the crews. In the performance of the work, all employees will perform the work they are assigned.

Section 6. Any provision in any Schedule A agreement directed solely at project labor agreements, which increases crew sizes, wages, or fringe benefit contributions, or changes work rules shall be void and unenforceable in this PLA.

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. After notice and consultation with the Union, the Owner and/or Construction Manager may establish and/or amend such reasonable Project rules as the Owner and/or Construction Manager deem appropriate and not inconsistent with this Agreement. Such rules shall be distributed to all employees and posted at the Project site. Failure of an employee

to conform to these rules may subject him/her to appropriate disciplinary action, which may include discharge.

Section 3. The Contractor shall allow one 15-minute break for each employee. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work location . In order to meet operational needs, the Contractor may require the employee to remain at the place of work during the break.

Section 4. 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 5. Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Employees having any company property or the property of another employee in their possession without authorization may be subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, Contractor and Owner property.

Section 6. The Contractors shall provide adequate supplies of drinking water and sanitary facilities for the use of all employees.

Section 7. Slowdowns, standby crews without prior approval of the Construction Manager, and featherbedding practices will not be tolerated.

Section 8. Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

Section 9. In the interest of the future of the construction industry in the Holyoke area, of which labor is a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work with management on this Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

Section 10. The Contractor shall provide sufficient number of separate bathrooms for women on the Project that are reasonably convenient to their workplaces and that have internal locking mechanisms.

ARTICLE VIII: TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowance and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable Schedule A agreement.

ARTICLE IX: PROJECT SAFETY, MEDICAL RULES, AND REGULATIONS

Section 1. In accordance with the general duty requirements of the Federal Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the Project site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by any Contractor or the Construction Manager. It is understood that the employees have an obligation to use reasonable care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner. Employees shall be responsible to report any and all injuries to the Contractor regardless of the severity of the injury or the need for medical treatment. In such instances, the Contractor shall immediately notify the Construction Manager. Reasonable project specific health, safety, and security rules and regulations will be promulgated by the Construction Manager after notice the Union. Employees shall be bound by such rules. These rules will be published and posted in conspicuous places throughout the Project.

Section 2. Work performed at this site shall be performed in compliance with the Federal Occupational Health and Safety Act and its regulations.

Section 3. The use, sale, transfer, purchase and/or possession of a controlled substance and/or alcohol while on the Owner's premises at any time during the workday is prohibited. Accordingly, the parties have agreed to follow the guidelines for substance abuse and alcohol testing as stipulated in the Harvard University Construction Substance Abuse Program, attached hereto as Appendix E, as may be amended by the parties to this Agreement from time to time.

Section 4. The unauthorized use or possession of firearms, weapons, explosives or incendiary materials on or near the Project premises, including Owner-owned or leased parking lots, is prohibited. Any employee who violates this provision will be subject to discipline including discharge and/or removal from the Project.

Section 5. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Owner and/or Construction Manager.

Section 6. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated in accordance with the provisions of Article X, Section 13.

Section 7. COVID-19 Prevention and Requirements. All persons on the project site shall be required to comply with the Owner's requirements with respect to COVID-19 vaccination, boosters, and testing throughout the life of the Project. As of September 2022, for work occurring inside the existing Soldiers' Home Facility, those requirements include: (1) proof

of full COVID-19 vaccination under the CDC guidelines must be provided onsite; (2) workers will be required to take a rapid test onsite, at no cost to the employee, on a weekly basis; (3) failing to rapid test will result in being denied access to the facilities and subject to following CDC guidelines for quarantining (4) passing the rapid test will be required to enter the facilities.

For all other work at the Project site not occurring inside the existing Soldiers' Home Facility, all workers on the Project must present proof of being fully vaccinated as defined by the CDC guidelines at the time the worker is present at the Project site.

The parties recognize the Owner reserves the right to modify the above requirements based upon the then current conditions and guidelines in place throughout the life of the Project. Notice of any amendments or modifications shall be provided to the Council and NASRCC on a timely basis.

ARTICLE X: HOURS OF WORK, OVERTIME AND HOLIDAYS

Section 1. Eight (8) hours per day between the hours of 6:00 A.M. and 5:00 P.M., plus one-half (½) hour unpaid lunch shall constitute the standard workday. Employees shall be entitled to a one-half (1/2) hour unpaid lunch period approximately mid-way through the shift. The standard workweek will be forty (40) hours, Monday-Friday. The Union(s) shall be informed of the workday, work week and work starting time set by the Contractor at the pre-job conference which may be changed thereafter by the Contractor upon three (3) working days' notice to the Union(s) and the employees, or upon less notice if the change is directed by the Owner. This standard work day and work week may be changed in advance of construction by the specifications in contract bid documents or, during the progress of the work, as necessary by the Owner to meet specification requirements or immediate operating requirements, or as directed by any federal, state or local government agency empowered to impose such changes. Such changes shall be made with as much notice as possible to the affected Unions and workers consistent with the operating condition requiring the change.

Section 2. Except as provided herein overtime shall be defined as all hours worked in excess of eight (8) daily, Monday through Friday, after forty (40) hours, and all hours worked

on Sunday and holidays and shall be paid as follows unless otherwise provided in an applicable Schedule A:

- (a) One and one-half (1 ½) times the regular rate of pay, Monday through Friday, and the first eight (8) hours on Saturday;
- (b) Two (2) times the regular rate of pay on all hours in excess of eight (8) on Saturday and all hours on Sunday and holidays.

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. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as a minimum of ten (10) minutes before the scheduled end of the shift. This time shall be used for pickup, clean up and travel. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. 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 unless pay is required by this PLA or the applicable Schedule A agreement.

Section 4. Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior notice to the Union, unless a shorter notice period is provided in the applicable Schedule A agreement. Where, however, a shift change is directed by the Owner and is required by immediate and necessary conditions, shorter notice of the shift change may be given, provided that such notice is given not later than the end of the work shift prior to the commencement of the change. Once instituted, an established shift shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for

establishing the five (5) day minimum work shift. Where operating conditions cause the change, the shift schedule will continue for the duration of the condition causing the change and may be ended with a reversion to the original shift without penalty. Notice to the Unions and the workers at the time of the change of shift will include notice of the expected duration of the change. If two (2) shifts or three (3) shifts are worked, the second shift shall consist of seven and one-half (7 ½) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for eight (8) hours' pay, and the third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for eight (8) hours' pay, unless otherwise provided by an applicable Schedule A agreement. Unless otherwise provided by an applicable Schedule A agreement, the last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Monday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following.

Section 5. The Contractor may, upon five (5) working days' notice to the appropriate Union(s), establish a work week of four (4) consecutive ten (10) hour workdays (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift). Such work week will start on Monday and conclude on Thursday, and shall continue for a period of not less than two (2) workweeks. Pay compensation shall be at straight time for the first ten (10) hours of each workday.

Section 6. Multiple shift (a two (2) or three (3) shift) operations may be required on the entire Project if at any time the Contractor deems it advisable and necessary to work multiple shifts on a specific operation. When multiple shifts are worked, the number of employees on each shift of the operation may vary according to the conditions applicable to each shift and nothing shall require that there be "worker-for-worker" relief in successive shifts.

Section 7. When conditions beyond the control of the Contractor, contract specifications, or Owner's direction to the Contractor require that work can only be performed outside the regular day shift, or that the shift work time be split, then a special shift may be established and shall be paid pursuant to the rate of pay set forth in the applicable Schedule A agreement. The starting time of work will be set by the Contractor to fit the work conditions. It is

recognized that due to operating restrictions, such shifts may be of less than eight (8) hours' duration.

Section 8. After fourteen (14) calendar days' notice to the Union, the Contractors may work a single shift consisting of six (6) days of work totaling fifty-eight (58) hours, Monday – Saturdays. The shift, if the Contractor elects to work it, will consist of ten (10) hours per day Monday – Friday and eight (8) hours on Saturday. Compensation for the ninth and tenth hours on Monday – Friday and for eight (8) hours on Saturday will be at time and one-half the applicable hourly rate of wages, unless an alternative rate is required by the applicable Schedule A agreement.

Section 9. The parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work twenty-four (24) hours per day, seven (7) days a week, particularly during the placement of concrete. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted work on concrete placement in accordance with contract specifications.

Section 10. Make-up Day. Should the Contractor be unable to work forty (40) hours in any workweek due to weather or other conditions over which the Contractor has no control, the Contractor may schedule a make-up day (Saturday for five eight-hour day (5/8) schedule; Friday for four ten-hour day (4/10) schedule, or Saturday for a four ten-hour day (4/10) schedule during a week when a holiday occurs). All hours worked on a make-up day to complete the forty (40) hours shall be paid pursuant to the rate in the applicable Schedule A agreement. For make-up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days are voluntary and should a crew member decline the make-up day work, the Contractor may select a member of another crew as a replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full work day.

Section 11. Holidays. The recognized legal holidays under this PLA are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor

Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Sunday, it shall be observed on the following Monday. Work schedules during holidays, and in the days immediately before and after holidays, shall be determined by the Owner.

Section 12. Work performed on holidays shall be paid at double the straight time rate of pay or as required by the applicable Schedule A agreement.

Section 13. 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 compensation. 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. Each employee shall furnish his Contractor with the employee's current address and telephone number and shall promptly report any changes in each to the Contractor.

Section 14. Time Keeping. The Contractor may utilize brassing or comparable systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 15. Meal Period. The Contractor will schedule a meal period not more than one-half ($\frac{1}{2}$) hour's duration at the work location at approximately at the mid-point of the scheduled work shift (four (4) hours of an eight (8) hour shift in a five (5)-day work week, five (5) hours of a ten (10) hour shift in a four (4)-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule that coordinates the meal periods of two (2) or more crafts. If an employee is required to work through his meal period, the

employee shall be paid an additional one-half (1/2) hour wages and benefits at the applicable overtime rates.

ARTICLE XI: WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed. All employees working on this Project, other than the employees of Small Business Enterprise contract recipients, whose wages and benefits are set forth in Article II, Sections 8-9, will be compensated in accordance with the applicable Schedule A agreements.

Section 2. Except as provided under Article II Sections 8 and 9, all Contractors agree to timely pay fringe benefit contributions to the funds identified in Appendix B in the amounts designated in the Schedule A agreements and will also make all employee-authorized deductions in the amounts designated in the employee's written authorization for such deductions.

Section 3. Except as provided in Article II, Sections 8 and 9, 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 4. Except as provided in Article II, Sections 8 and 9, Contractors of whatever tier shall make regular and timely contributions required by Section 2 of this Article in amounts and on the time schedule set forth in the appropriate Schedule A agreement. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to Construction Manager and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Construction Manager will attempt to resolve the delinquency among the Contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) working

days thereafter, the Construction Manager, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Contractor and shall not release such withholding until the Contractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent Contractor, the Construction Manager shall issue a joint check payable to the Fund and the Contractor in the amount of the undisputed delinquency. In the case of a delinquent Construction Manager, the Union or the Fund shall notify the Owner of the delinquency and request the Owner to withhold, in an appropriate amount, any funds due and owing to the Construction Manager under the process provided by applicable law. Pursuant to the announced commitment of the Owner, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Contractor and the Fund in the amount of any undisputed delinquency.

ARTICLE XII: APPRENTICES

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, including minorities, women, and veterans, 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 shall utilize apprentices who are participating in a state registered apprenticeship program, or any other training programs established by mutual agreement of the parties and governmental agencies that provide for training of individuals defined as minorities, women and veterans. The parties will make every effort to ensure that at least one-fifth of workers employed on this Project are apprentices and to meet the apprentice workforce goals set forth in Appendix C.

The parties also recognize that persons currently lacking the basic skills and qualifications to enter skilled apprenticeship programs will have opportunities through pre-

apprenticeship programs to obtain the requisite qualifications and be considered for employment as apprentices with Contractors on site. The parties will endeavor to support such programs and, where appropriate employ participants and graduates of such programs consistent with the hiring obligations of this Agreement and the needs of the Contractor for skilled and experienced journeypersons and apprentices.

ARTICLE XIII: 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 President of the Council and, if applicable, the NASRCC representative, 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. 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 monthly for the purpose of discussing matters of mutual interest.

ARTICLE XIV: NAMED ARBITRATOR

It is agreed by the signatories of this PLA that the Arbitrator to be named under this PLA will be Gary Altman or the Alternate Standing Arbitrator, Susan Brown, if the Standing Arbitrator is not available. 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 XV 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 XV: 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 Schedule A at the Project Site, 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 other person or business carrying out its/their normal functions within the boundaries of the Project or at fabrication/lay down areas in close proximity to the Project and set up for the purpose of servicing 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. If the Construction Manager or Contractor contends that any Union has violated this Article or Article XVII, Section 4, it will notify in writing the Union(s) involved, advising it of the fact, with copies of such notice to the Building Trades Council, North Atlantic States Regional Council of Carpenters, the Construction Manager and the Owner (or it's Designee). The Council and/or the NASRCC will use their best efforts 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 XIV 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 XIV 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, including telephone, email, facsimile, or hand delivery to the party alleged to be in violation and to the Council if it is a Union alleged to be in violation.
- (b) Upon receipt of said notice, the arbitrator named above or his/her 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 4(a), of this Article.

- (c) The arbitrator shall notify the parties by the most expeditious means available, including telephone, email, facsimile, or hand delivery 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 party's 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, the arbitrator 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 XVI 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 XVI and XVII 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 XVI: 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 XV and Article XVII) shall be considered a grievance and subject to resolution under the following procedures:

(a) Step 1.

- i. When any employee subject to the provisions of this PLA, except employees of Contractors awarded Small Business Enterprise Contracts subject to Article II, Sections 8 and 9, 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.
- ii. When any employee of Contractors awarded a Small Business Enterprise Contract, subject to Article II, Sections 8 and 9, feels aggrieved by a violation of this PLA, the employee may 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. Such employees may choose to represent themselves.

- iii. The Business Representative of the Local Union, the job steward, or, if applicable, Small Business Enterprise Contract employee 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) Step 2. Should the Local Union(s), employees of Small Business Enterprise Contractors, or 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 3 in the same manner as outlined herein for the adjustment of an employee complaint. With regard to grievances in which a Small Business Enterprise Contractor and its employee(s) are parties, the Council and NASRCC shall be given advance notice prior to the memorialization of the grievance at Step 2.

Step 3. The Business Manager, designee of the involved Local Union together with the International Union representative of that Union, if applicable, the Small Business Enterprise Contractor employee, if applicable, and 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 3 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 4.

Step 4. If the grievance shall have been submitted but not adjusted under Step 3, either party may request, in writing, within seven (7) working days after the initial Step 3 meeting, that the grievance be submitted to the arbitrator identified in Article XIV 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). Provided however, where a Small Business Enterprise Contractor and its employee(s) are the only parties to an arbitration, all arbitration fees and costs shall be borne by the Contractor. The Council shall receive a copy of any such award.

Section 4. 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 Agreement.

Section 5. 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 6. The Construction Manager shall be contemporaneously notified by the involved Contractor of all actions at Steps 3 and 4 and shall be a party in interest at all grievance proceedings and arbitrations.

ARTICLE XVII : JURISDICTIONAL DISPUTES

Section 1. 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, the Contractors involved, and representatives of the appropriate Unions shall be invited to attend such conference.

Section 2. The Contractor 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 Owner's designee and the Council and, if applicable, North Atlantic States Regional Council of Carpenters, 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, NASRCC, if applicable, and the Construction Manager.

Section 3. 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.

Section 4. 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 5. 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.

Section 6. 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. By execution of this Agreement, the North Atlantic States Regional Council of Carpenters hereby notify the Contractor that they have not agreed to be bound to the procedures provided in the Plan. 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 Thomas Pagan as the permanent arbitrator for all disputes under this Section. In the event that the named arbitrator is unavailable, Brad Coupe will be the alternate.

The arbitration hearing shall convene within thirty (30) calendar days of the date on which the dispute is submitted to the Permanent Jurisdictional Arbitrator. If the parties are unavailable for a hearing during weekday business hours in the thirty (30) day period, the hearing may be held in the evening or on the weekend. If the parties cannot agree on a time and date for the hearing, the Permanent Jurisdictional Arbitrator shall unilaterally schedule the hearing, taking into account as best as he/she can the parties' scheduling conflicts. The Permanent Jurisdictional Arbitrator shall be responsible for completing the arbitration hearing expeditiously and is encouraged to extend a hearing date into the evening in order to conclude the hearing as quickly as possible. If necessary, there will be a second day of hearing on the following day, but in no event shall the hearing exceed two contiguous days. Written submissions by the parties may be made at the hearing or within twenty-four (24) hours of the close of the hearing, and the Permanent Jurisdictional Arbitrator shall issue a Decision within seventy-two (72) hours of the close of the hearing. If a party requests that the Permanent Jurisdictional Arbitrator issue an Opinion in support

of their Decision, the Permanent Jurisdictional Arbitrator shall issue an Opinion within three (3) days of the close of the hearing. Any of the time limits in this section can be waived by mutual agreement of the disputing Unions and the Contractor making the assignment. Decisions rendered by the Permanent Jurisdictional Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions.

Section 7. All Unions will notify the Owner and the Construction Manager within sixty (60) days of execution of this Project Labor Agreement about their status with respect to the Plan for the Settlement of Jurisdictional Disputes (the “Plan”), e.g., whether they have agreed to be bound to the procedures provided therein. Unions whose status with respect to the Plan changes after the initial notice will immediately notify the Owner and the Construction Manager of any such change.

Section 8. 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, or 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 9. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity arising out of any jurisdictional dispute. 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 XVIII: SEVERABILITY

It is not the intention of the signatories of this document to violate any laws governing the subject matter covered within this Agreement, including Ch. 15 of the Acts 2021 An Act Financing the Reconstruction of the Soldiers' Home in Holyoke (the "Act"), or any Court order interpreting the Act.

ARTICLE XIX: TERM OF AGREEMENT

This Project Labor Agreement shall be effective on the date approved by the Parties and shall continue in effect for the duration of the Project Construction work described in Article II hereof.

Section 1. Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by Construction Manager and accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by Construction Manager or Owner to engage in repairs or modifications required by its contract(s) with the Owner or Construction Manager.

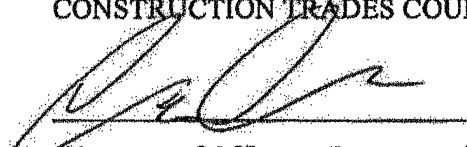
Section 2. Notice. Written notice of each final acceptance received by the Contractor will be provided to the Union, the Council, and NASRCC with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list", and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and Notice of Acceptance is given by the Owner to the Contractor.

Section 3. Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a written notice from Construction Manager or the Owner saying that no work remains within the scope of the Agreement for Construction Manager.

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 Agreement to be executed and effective as of the day and year above written.

PIONEER VALLEY BUILDING &
CONSTRUCTION TRADES COUNCIL


(Signature of Officer or Representative)

Colton Andrews
(Printed name of Officer or Representative)

CONSTRUCTION MANAGER


(Signature of Officer or Representative)

Joseph Albanese
(Printed name of Officer or Representative)


NORTH ATLANTIC STATES REGIONAL COUNCIL
OF CARPENTERS

(Signature of Officer or Representative)

Executive Secretary-Treasurer

MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND
MAINTENANCE

The authorized signature by the undersigned affirms the approval of this Agreement by the Massachusetts Division of Capital Asset Management and Maintenance and authorizes the adoption of this Agreement as a bid specification for contracts covering all work within the scope of this Agreement.



Commissioner

SIGNATORY LOCAL UNIONS

Bricklayers # 1

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Electricians # 7

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Ironworkers #7

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Laborers # 596

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Operating Engineers # 98

(Signature of Officer or Representative)

(Printed name of Office or Representative)

Painters District Council # 35

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Painters Allied Trades District # 11

(Signature of Officer or Representative)

(Printed Names of Officer or Representative)

Plumbers & Pipefitters # 104

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Sheet Metal Workers # 63

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Sprinklerfitters # 669

(Signature of Officer or Representative)

(Printed name of Office or Representative)

Teamsters # 404

(Signature of Officer or Representative)

(Printed name of Officer or Representative)

Elevator Constructors Local 41

(Signature of Officer or Representative)

(Printed name of Office or Representative)

Cement Finishers Local 534

(Signature of Officer or Representative)

(Printed name of Office or Representative)

SCHEDULE A: LOCAL UNION AGREEMENTS

[INCLUDE TOC of CBAs, incorporated by reference]

APPENDIX A: LETTER OF ASSENT

Pursuant to the terms of the Project Labor Agreement, dated ____, 2022 by and between Commodore Walsh Holyoke, a Joint Venture, and the Pioneer Valley Building Construction Trades Council, the North Atlantic States Regional Council of Carpenters, the undersigned Contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, all applicable agreements incorporated herein, together with any and all amendments and supplements now existing or which are later made hereto, by executing this Letter of Assent, and sending it to the Council and the Construction Manager RE: Holyoke Soldiers' Home Project. Contractor certifies that it has no commitment or agreements that would preclude its full compliance with the terms and conditions of this Project Labor Agreement.

Contractor agrees to secure from any Contractor(s) (as defined in the Project Labor Agreement) that is or becomes a subcontractor (of any tier), a duly executed Letter of Assent in a form that is identical to this document prior to commencement of any work on the Project.

This Letter to Assent will remain effective for the duration of the Agreement and for any extensions, after which this understanding will automatically terminate.

Sincerely,

(Name of Contractor or Subcontractor)

By: _____

Title: _____

cc: Pioneer Valley Building and Construction Trades Council

APPENDIX B: LIST OF FUNDS AND FUND ADMINISTRATORS

APPENDIX C: GOALS AND UTILIZATION PERCENTAGES FOR MINORITY, WOMEN AND VETERAN WORKERS, MBE/WBE/VBEs, AND APPRENTICES

The signatory parties individually and collectively commit to meet or exceed the following current workforce participation goals and business participation goals with businesses so certified by the Massachusetts Supplier Diversity Office as further set forth in the Owner – CM Agreement and General Conditions for the Project:

Minority Owned Business Enterprise (“MBE”) Participation	4.7%
Women Owned Business Enterprise (“WBE”) Participation	7.7%
Veteran Owned Business Enterprise (“VBE”) Participation	3.0%

Minority Workforce Participation	15.3%
Women Workforce Participation	6.9%
Veteran Workforce Participation	7%

APPRENTICE GOALS: all parties will make every effort to ensure minority, women, veteran apprentices constitute 40% of apprentices on this Project.

APPENDIX D: PREVAILING WAGE AND BENEFIT CHART

[insert Project rates applicable to Holyoke, MA]

APPENDIX E: HARVARD DRUG TESTING PROGRAM

IF 59 = 53 1 00 * 10 = 1 21029242_3
IF 59 = 59 1 00 * 10 = 1 21066184_1
* Arabic 56 = 60 1 00 * 10 = 1 21199685_1