

DATE: November 1, 2022

DEPARTMENT OF GENERAL SERVICES
BUREAU OF CAPITAL PROJECT DESIGN MANAGEMENT
1800 HERR STREETS
HARRISBURG, PENNSYLVANIA

ADDENDUM NO. 7

on

PROJECT NO. DGS C-0210-0004 PHASE 001

PROJECT TITLE - PA State Police Greensburg - DNA Laboratory Facility New Building

PROFESSIONAL:

DRS Architects, Inc.
One gateway Center
Pittsburgh, PA, 15222

If you submitted a bid through e-Builder prior to this Addendum being issued, your bid has been discarded and you must re-submit your bid(s) through e-Builder prior to the bid opening date and time. Please see Section 4.C. of the Instruction to Bidder

GENERAL CHANGES – ALL CONTRACTS

Item 1 – Appendix P Project Labor Agreement (August 2022) issued with the Request for Proposals (RFP) is replaced in its entirety with the attached Appendix P Project Labor Agreement (November 2022). In accordance with Part I, Section 1.1 A of the RFP, “By submission of a proposal for this project, proposers acknowledge that their agreement to sign and abide by the provisions of the attached PLA is a condition precedent to receiving an award or a contract from DGS for this Project. Should the apparent successful Proposer not sign the attached PLA when requested to do so, they will be rejected as "non-responsive.”

SPECIFICATION CHANGES – ALL CONTRACTS

Item 1 - N/A

DRAWING CHANGES – ALL CONTRACTS

Item 1 - N/A

PROJECT LABOR AGREEMENT
FOR
DGS PROJECT No. 210-4 Ph 1
PENNSYLVANIA STATE POLICE
NEW DNA ANALYSIS LABORATORY BUILDING
GREENSBURG, WESTMORELAND COUNTY,
PENNSYLVANIA

(November 2022)

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PREAMBLE

1. This Project Labor Agreement ("the Agreement") is undertaken to promote the timely, efficient and successful delivery of the construction of Department of General Services ("DGS") Project 210-4 Phase 1, Construction of the New DNA Analysis Laboratory Building, located in Westmoreland County, Pennsylvania. "(Project)".

2. This Agreement is entered into between the Prime Contractor ("Contractor") and all subcontractors of every tier used to perform Covered Work on the Project, as such work is defined in Article II of this Agreement, and the Pittsburgh Regional Building Trades Council ("Pittsburgh Building Trades" or "Trades Council") on behalf of itself and its affiliated Unions, as specified below and on the signature page of this Agreement, each acting in its own behalf and on behalf of its respective affiliates and members (hereafter collectively referred to as "the Unions"):

Boilermakers Local 154	Bricklayers & Allied Craft Workers #9
Greater PA Regional Council of Carpenters	Cement Masons Local #526
IBEW Local Union #5	Iron Workers Local Union #3
IAHFIAW Local #2	Laborers District Council of Western PA
Operating Engineers Local #66	IUPAT D.C. #57
Plasterers Local #31	Plumbers Local #27
Plumbers and Pipefitters Local Union 354	UURWAW Local Union #37
Sheet Metal Workers Local Union #12	Sprinkler Fitters Local #542

3. It is recognized that this Agreement is binding on the Trades Council, Local Unions identified herein and the Contractor (collectively "the Parties"), as well as any of the Parties' successors and assigns, and shall cover all Craft Labor Services performed on Covered Work, as defined in this Agreement.

4. For purposes of the Agreement, the term "Contractor" refers to the entity that signs a contract for the work with DGS (i.e., General Construction, Mechanical (HVAC), Plumbing, and Electrical). The term "subcontractors" shall mean all construction firms with subcontracts of every tier with the Contractor that are performing Craft Labor Services performed on Covered Work on the Project. The term "subcontractors" shall not include employees, agents or consultants of DGS, DGS' Commissioning Agent or DGS' Construction Management team, as further described in this Agreement.

5. It is understood that the liability of the contractor and the liability of the separate unions under this PLA 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 Department of General Services and/or construction managers and/or any contractor.

6. The Trades Council and the Unions agree that this Agreement will be available to and will fully apply to the successful proposers (i.e., Contractors) for work on this Project, without regard to whether that successful proposer performs work at other sites on either a union or nonunion basis, and without regard to whether employees of such proposers are or are not members of any union..

7. The Trades Council and the Unions agree that this Agreement applies only to this Project.

ARTICLE 1

Governing Principles

Section 1: Compelling Need for Timely Project Completion. The Commonwealth's backlog and delays in DNA testing continues to grow. The new DNA Analysis Laboratory Building ("Project") will reduce the backlog and delays in DNA testing thereby assisting in providing quicker resolutions of criminal investigations, reducing the stress on victims of crimes and on individuals exonerated by the testing, and potentially decreasing crime rates by incarcerating individuals found guilty due in part to the DNA evidence. Since this Project is a complex undertaking, requiring the coordination of multiple Contractors, effective construction scheduling and timely completion is critical to the Commonwealth. Accordingly, the timely, safe and cost-effective efficient construction of the Project is imperative to the Commonwealth of Pennsylvania.

Section 2: Critical Role of Skilled Craft Labor. Given the significance of this Project and the demands for successful, timely delivery, the Commonwealth recognizes it is essential to obtain the labor needed for the Project through the Pittsburgh Regional Building Trades Council and its Local Unions. The Trades Council, Local Unions and the Contractor(s) signatory to this Agreement likewise recognize and acknowledge the fact that the timely completion of the construction of the Project is critical to the efficient and proper process of the criminal justice system in the Commonwealth of Pennsylvania and understand the need to ensure the timely, successful project

delivery which this Agreement will promote. Accessing labor through the Trades Council is compelling for several reasons, including the following:

- A. Having a Project Labor Agreement on the Project will:
 - 1. Ensure that potential labor disputes that may arise during the course of the Project are resolved without disruptions resulting from strikes, lockouts or slowdowns and provide enforceable guarantees that the Project will be carried out in an orderly and timely manner without strikes, lockouts or slowdowns.
 - 2. Ensure a reliable supply of skilled, trained craft workers in all applicable construction and maintenance trades to meet the manpower demands of the schedule for this Project.
 - 3. Establish consistent terms and conditions of employment for all craft workers in all applicable trades, thereby promoting greater worker retention and harmony among all Unions, the Contractor(s) and subcontractors working on the Project and avoiding potential labor disputes.
 - 4. Provide a structure for promoting cooperation and communication across all trades and Contractors.
 - 5. Improve employment opportunities for local residents, minorities, women and the economically disadvantaged in the construction industry.
- B. Once completed, the Project facility will provide a DNA testing laboratory for processing DNA samples in criminal investigations. Therefore, maximum quality control measures best achieved through a Project Labor Agreement are essential during construction.
- C. The construction of this Project will require the efficient recruitment, organization and deployment of numerous skilled craft workers in multiple trades over an extended period of time, which will provide additional jobs, stimulating the regional economy.
- D. The Trades Council and its Local Unions maintain the most reliable and secure pool of highly trained, skilled craft workers in the greater Pittsburgh region and also provide stability and predictability in project labor costs through established local collective bargaining agreements. Acquiring guaranteed access to this critical labor pool and ensuring stable, predictable labor costs could not be achieved without this Agreement.

- E. To protect its investment, the Commonwealth of Pennsylvania also requires the services of the *Built-Rite Program*, which is a labor-management program for project owners, contractors and building trades unions and provide services in project planning, coordination and labor dispute resolution for major capital facility projects. Inclusion of the *Built-Rite Program* is integral to this Project and application of its services can best be secured through this Agreement.
- F. Accessing the *Built-Rite Program* and the Trades Council's skilled labor supply through this Agreement provide the Commonwealth with vital tools needed to ensure quality control over the construction craft labor services needed for this Project.
- G. This Agreement will also help facilitate stable and efficient labor-management relations necessary to promote strong competition and open competitive pricing among prospective firms interested in bidding this Project.

In sum, the timely, safe, cost-effective delivery of craft labor services is critical to the overall success of this Project and to the re-payment of substantial financial obligations undertaken for this Project and utilization of this Agreement is essential to these goals. The Parties further understand and agree that this Project should provide a means for promoting workforce development efforts in the local construction industry, insofar as such efforts can be channeled through this Agreement to generate a substantial number of good apprenticeship employment opportunities for Westmoreland County residents.

ARTICLE 2

Scope & Application of the Agreement

Section 1: Covered Work. This Agreement shall only apply to all construction, demolition and renovation work to be performed within the physical limits of the contract as set forth on the Contract Documents for the Construction of the New DNA Analysis Laboratory Building, located in Westmoreland County, Pennsylvania, also known as DGS Project 210-4 Phase 1 which will be awarded to a multiple Contractors by the Department of General Services in accordance with the Separations Act. The nature and scope of the work of the Project is described in detail in the Request for Proposals ("RFP") issued on this Project, including the contract documents as defined in Article 1 of the Contract, which appears as an Appendix of the RFP. This scope of the work may be

amended from time to time by DGS by change order to the Contractor. A change order to the Contractor will not require a fully executed amendment to this Agreement. This paragraph should be construed in conjunction with Section 5 of this Article that describes Work that is not covered by this Agreement.

Section 2: Craft Labor Services. For purposes of this Agreement, Craft Labor Services shall mean all work performed for Covered Work on the Project, including work traditionally and typically performed by workers represented by the Local Unions identified in this Agreement.

Section 3: Execution of Agreement. This Agreement shall be executed by the Trades Council and shall also be executed by the Local Unions identified in this Agreement so that this Agreement shall be binding upon them. The Contractors procured directly by the Department of General Services shall execute and be bound by this Agreement. The Contractors that execute this Agreement shall only enter subcontracts with subcontractors that have executed the Letter of Assent to this Agreement, included hereto as an Appendix, binding the subcontractor to the terms of this Agreement. The Contractors that execute this Agreement shall also include in any subcontract used to procure subcontractors a provision specifically requiring the subcontractor to execute the Letter of Assent to this Agreement.

Section 4: Covered Employees. The Contractor or any other entity that employs persons to perform Craft Labor Services on Covered Work shall employ such persons pursuant to the terms and conditions of this Agreement and applicable Local Agreements provided in Appendix B whether such workers are employed by the Contractor or subcontractors of any tier. The Contractor and subcontractors recognize the Unions as the sole and exclusive bargaining representatives of all workers performing Craft Labor Services on Covered Work within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 5: Excluded Work. Work specifically excluded from the scope of Work, even if performed in connection with the Project, includes, but is not limited to the following:

- A. work of "core employees" also referred to as non-manual employees, including, but not limited to, project managers, project superintendents, professional engineers, surveyors (except where expressly covered by a current local Collective Bargaining Agreement which forms the basis for a Collective Bargaining Agreement under **Appendix B**), inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety

- personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees; and
- B. all off-site manufacture modifications, repair, maintenance, assembly, painting, handling, fabrication/handling of materials, equipment, Project components or machinery (except at dedicated lay-down or storage areas), and all deliveries of any type to and from the Project site. On-site loading and unloading and the delivery of construction materials to the site, if traditionally and customarily performed by a trade, shall not be diverted from coverage under this Agreement for the purpose of avoiding this Agreement; and
 - C. all employees of DGS, or its designee, the Construction Manager, PSP, the Commissioning Agent, the DGS design professional, geotechnical consultants, or any other consultant, provided that such persons do not perform work covered within the scope of this Agreement and intended to be performed by trades workers within the scope of this Agreement; and
 - D. any work performed on or near or leading to or onto the site of work on the Project that is undertaken by state, county, city or other governmental bodies or their Contractors, or by public utilities (such as but not limited to electric utilities, gas utilities, and/or telephone/data companies, including fiber optic or other electronic data transfer utilities), their employees or Contractors for work which is expressly not part of this Project and not covered by this Agreement; and
 - E. off-site maintenance of leased equipment and on-site supervision of all such maintenance work; and
 - F. work required for building system start-up, diagnostic, and/or troubleshooting work, for building systems equipment manufactured off-site and for work by employees of a manufacturer or vendor necessary to maintain such manufacturer or vendor warranty or guarantee of work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational, to the extent that work is not traditionally or customarily provided by a trade under its respective CBA; and
 - G. exploratory geophysical testing, except where expressly covered by a current Collective Bargaining Agreement which is included within **Appendix B**; and

- H. laboratory work for specialty testing or inspections or monitoring activities not ordinarily done by the signatory Unions; and
- I. fabrication, manufacture, and purchase of specialized equipment, including but not limited to elevators and any other equipment brought to the site; and
- J. all work done by employees of DGS, PSP, or any other municipal, state or federal agency, authority or entity or employees of any other public employer; and
- K. janitorial and custodial facility maintenance work.

The Unions agree that there shall be no interference with or disruption of work, of those contractors, employers, employees, agents, or consultants performing services or work exempted from coverage of this Agreement by subparagraphs (A) through (K) above.

ARTICLE 3

Union Recognition and Employment

Section 1: Hiring Procedures. The Contractor may utilize their existing employees in the positions of Project Manager and Project Superintendent. The Contractor shall have benefit packages for Project Manager and Project Superintendent commensurate with the benefits package provided for all other employees. Other than the Project Manager and Project Superintendent, the remaining workers employed to perform Craft Labor Services on Covered Work, whether employed by the Contractor or subcontractors of any tier, shall be employed through the appropriate Local Union identified in this Agreement and hired and deployed in accordance with the hiring hall rules, referral systems or other hiring procedures established in the Local Agreements provided in Appendix B. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state and local laws and regulations requiring equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements.

Even though Contractors must use the appropriate Local Union identified in this Agreement for hiring Craft Labor Services, no workers performing Craft Labor Services on Covered Work shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. However, if there is in effect and in the possession of the

Contractor a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time the trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

Section 2: Exclusive Representative. The Contractor and subcontractors of any tier recognize the Trades Council and the Local Unions signatory to this Agreement as sole and exclusive bargaining representatives of all workers performing Craft Labor Services on this Project.

Section 3: Union Access to Project. The representatives acknowledge and agree that this Project entails special consideration since the Project requires security and confidentiality associated with the building's functions as it must comply with special standards required for an accredited law enforcement lab. Subject to the Contract Documents for the Construction of the New DNA Analysis Laboratory Building and the Pennsylvania State Police rules and procedures, duly authorized and designated representatives of the Unions shall have access to the project or the purpose of transacting business in connection with the Project.

Section 4: Staffing. The Contractor shall have the right to determine the required number of employees. The Contractor shall also have the right to reject any applicant referred by the Local Union, subject to applicable show-up payments required in the Collective Bargaining Agreements contained in **Appendix B**. The ratios of journeymen/apprentice shall comply with those set forth by the Commonwealth's Department of Labor & Industry.

Section 5: Foremen. The number of foremen required shall be the exclusive right and responsibility of the Contractor or the subcontractor, as the case may be. The Contractor or the subcontractor (as the case may be) shall have the authority to select general foremen and foremen and judge their competency and qualifications, so long as such determination is made in good faith. It is understood that the procedure for selection of craft foreman and/or general foreman may be affected by specific provisions of the applicable Collective Bargaining Agreements contained in **Appendix B**. Further, the Contractor shall give primary consideration to qualified individuals within the jurisdiction of the Local Union (limited where required by existing local Collective Bargaining Agreements, to those passing a required test). All foremen shall take orders exclusively from the designated Contractor's or subcontractor's representative. Craft foremen shall be designated as working foremen by the Contractor, except when the Contractor determines that it is not possible for

a particular foreman to be a working foreman or if the applicable Collective Bargaining Agreement prohibits a foreperson from working when the craftspersons they are leading exceed a specified number.

Section 6: Sufficient Workers. The 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 geographic areas when its referral lists have been exhausted. In the event that any Union is unable to fill any requisition for qualified employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may solicit and employ applicants from any other available source. The Contractor shall inform the Union and DGS of employees hired by any source other than by referral by the Unions.

ARTICLE 4

Management Rights & Responsibilities

Section 1: DGS Contractor Selection and DGS Project Suspension. The Parties understand and recognize that the DGS shall have the exclusive right to select the Contractor in accordance with its own rules and procedures. It is further understood by the Parties hereto that nothing in this Agreement shall be construed to abridge that right. It is further understood by all Parties that DGS, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 2: General Management Rights. The Contractor retains general authority for the management of the Project. Such authority includes the right to determine the number of employees required and staffing levels, the right to plan and schedule the work and the right to direct and manage the Project in a manner designed to ensure successful performance consistent with the requirements of this Agreement. In addition, the Contractor retains the right to:

- A. plan, direct and control the work force and the operation of all the work; and
- B. select the foremen, determine the crew-make up, crew size, and manning levels; and
- C. assign and schedule the work; and
- D. promulgate reasonable Project work rules, provided that such rules shall not be in conflict or at variance with the terms and conditions of the appropriate Collective Bargaining Agreement in **Appendix B**. All rules and regulations shall be observed by employees who, by virtue of their craft membership and/or coverage under this

Agreement or under an appropriate Collective Bargaining Agreement, are made subject to such rules; and

- E. regulate the use of all equipment and other property of the Contractor and decide the amount of equipment to be used; and
- F. regulate overtime work, the determination of when it shall be worked, and the number and identity of employees engaged for such work.
- G. When applicable, the Contractor shall have the right to change or shift an Operating Engineer to as many pieces of equipment as is reasonable and safe, including back to his/her original piece of equipment as in conformity with **Appendix B**, subject to approval by the Steward in order to avoid circumvention of overtime.
- H. No rules, customs, or practices that limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed.

Section 3: Project Safety Responsibilities. In accordance with the requirements of the Occupational Safety and Health Act, it shall be the responsibility of the Contractor to ensure safe working conditions for its employees and compliance with any safety rules established by the Contractor, the contract documents for the Project and applicable safety provisions of Local Agreements provided in Appendix B. The Contractor will create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines. Employees covered by this Agreement shall be bound by such safety rules, which shall be posted in conspicuous places through the Project.

Section 4: Project Management Responsibilities. The Contractor shall work to maximize productivity and minimize worker downtime by ensuring that tools, materials and direction are readily available in a timely manner. The Contractor will further work to ensure that the necessary leadership and problem-solving skills for work site supervision are available and applied to matters arising in the planning and execution of this Project.

ARTICLE 5

Application of Built-Rite Program

The Built-Rite Program, as defined in Appendix C hereto, shall be utilized on this Project to provide project planning and coordination activities and dispute resolution and mediation services. All Parties shall participate in the procedures of the Built Rite program as specified in Appendix C.

ARTICLE 6

Wages and Terms of Employment

Section 1: Wages & Benefit Payments. The parties recognize that Pennsylvania's Prevailing Wage Law applies to the Project. All employees covered by this Agreement shall be paid the greater of the wages and fringe benefits as stipulated in the Pennsylvania Prevailing Wages rates or the Local Agreements provided in Appendix B. Record-keeping requirements of this law shall be observed, but wage and fringe benefit rates shall be paid in accordance with the Local Agreements provided in Appendix B.

Section 2: Fringe Benefit Contributions. This Agreement shall constitute the necessary written document authorizing the Contractor to make contributions to fringe benefit funds established under applicable Local Agreements in Appendix B, unless such agreements require other procedures for such written authorization, in which case the other procedures identified shall apply.

Section 3: Prompt Pay. Employees working on the Project shall be paid without deduction or rebate, on any account, either directly or indirectly, except authorized deductions and fees as stated herein. The full amount of the wages will be due at the time of payment, computed at the rate applicable to the time worked in the appropriate classification. Payment will be made by either direct deposit or by check issued by the Contractor or the subcontractor in accordance with applicable state and federal law pursuant to the Contractor/subcontractor's regular payroll practices. This Project is subject to the Prompt Payment Paragraphs of the Commonwealth's Procurement Code, 62 Pa. C.S. § 3931 - § 3939, as amended. In addition, the Contractor and all subcontractors agree that no more than three (3) days wages can be held back in any pay period.

ARTICLE 7

Apprentice Participation Program

Section 1: DGS has determined that one of the goals of the Project is to benefit the community which it serves. One of the many significant benefits that can be provided by the Project is an increase in job training and employment opportunities for individuals within the community. In addition, the parties to this Agreement recognize the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry.

Section 2: In recognition of this need for training and employment opportunities, the Contractor and all subcontractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are appointed. Apprentices shall be employed in a ratio consistent with Pennsylvania law.

Section 3: Only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P.S. § § 90.1 -- 90.10) approved July 14, 1961, the regulations issued thereto and the in compliance with the Act shall be employed on the Project.

Section 4: The Unions agree to work in close cooperation with the Contractors and the Pennsylvania Department of Labor & Industry ("L&I") to ensure that minorities, women, LGBTQ, and unemployed local residents are afforded equal opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Unions agree to work with L&I to employ trainees for entry into the construction industry outside of the formal apprenticeship program.

ARTICLE 8

Helmets to Hardhats Program

Section 1: - The Contractor, the subcontractors 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 Contractor and any subcontractors 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.

Section 2: The Unions and Contractor and any subcontractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 9

No Strikes, No Lock-Outs

Section 1: No Strikes- No Lock Outs. The Parties agree that that it is essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and without delays. In recognition of these needs, there shall be no lock-outs by DGS or Contractor. The Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in, condone or permit their members to engage in any strike, sympathy strike, slowdown, "work to rule", sickout, picketing of any type (including informational picketing), hand billing, boycott, or any disruptive activity that interferes with or interrupts in any way the work on the Project. Failure of any Union or employee covered by this Agreement to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or by any other organization or individual at or in proximity to the Project construction site is a violation of this Article. The signatory Union shall be responsible for any actions of its members that violate this Paragraph, and its members shall be subject to discipline up to and including discharge for violation of the provisions of this Article. Any worker discharged for violating this Article is not eligible for referral under this Agreement for a period of ninety (90) working days from the date of discharge.

Section 2: All Parties to this Agreement understand and acknowledge that some crafts that will be working on the Project are covered by local Collective Bargaining Agreements that will expire prior to the scheduled completion of the Project. All Parties understand and agree that regardless of whether such local Collective Bargaining Agreement negotiations are successful or unsuccessful, there shall be no strike, slowdown, picketing of any type (including informational picketing), or any other activity that interferes with or interrupts in any way work on the Project by any Union and their members involved in such local negotiations, nor shall there be any lockout on the Project affecting such Union or its members during the course of such negotiations. Regardless of the status of any such local Collective Bargaining Agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement. If a craft covered by this Agreement negotiates an increase in wages or an increase in benefits with the Contractor and/or any subcontractor to become effective during the term of the Project for the area of the Project, those

wage and/or benefit increases shall be paid, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

Section 3: Any party that violates the requirements of this Article shall be liable to any injured party for financial damages resulting from such violation. If a Local Union violates this Article, the Local Union responsible for such action shall be solely liable for financial damages to any injured party.

Section 4: In the event there is an alleged violation of this Article, the issue will be resolved in accordance with this Agreement.

ARTICLE 10

Conflict Avoidance and Dispute Resolution

Section 1: To avoid conflicts that could impact the Project and provide for the most effective, amicable and efficient resolution of potential disputes, the Parties agree to the following procedures for addressing such issues.

A. **Single Craft Disputes.** Any dispute involving a grievance or other issue that concerns a single trade shall be addressed through grievance-arbitration of the applicable Local Union collective bargaining agreement and all attempts shall be made to resolve such matter efficiently and informally, as provided by the Local Union agreement. For purposes of this section, a "single trade" shall consist of a craft(s) or trade(s) represented by a single Local Union, and one or more contractors performing work on the Project involving that craft(s) or trade(s).

B. **Built Rite Procedures.** In carrying out its Labor Management coordination functions, the Built-Rite Program will be operated in a manner designed, to the greatest extent possible, to prevent conflicts or disputes from arising among any of the Parties. To the extent a dispute arises that cannot be resolved through a single trade grievance-arbitration procedure, the Built-Rite Program shall be used in an effort to provide an informal, efficient mediation of the matter. Procedures used by the Built-Rite Program in this regard are set forth in Appendix C and include final binding arbitration for any matters not susceptible to informal resolution.

C. **Jurisdictional Dispute Resolution.** Matters involving union jurisdictional disputes among Local Unions or Contractor(s) signatory to this Agreement shall be subject to

the pre-job and jurisdictional resolution process outlined within the Built-Rite procedures included in **Appendix C**. Also, jurisdictional disputes on this Project between or among Local Unions and employers shall be settled and adjusted according to the Plan for Settlement of Jurisdictional Disputes established by the Building and Construction Trades Department, AFL-CIO.

Section 2: Work Continues Concurrent with Dispute Resolution. In the event of any type of dispute on the Project, work on the Project shall proceed until the issue is finally resolved under the applicable procedure of this Article. There shall be no strikes, sympathy strikes, work stoppages or other disruptive activity of any kind arising out of any dispute. Nothing in this Article of the Agreement shall preclude the Contractor or any subcontractor from obtaining administrative or injunctive relief to halt any strike, picketing, or work stoppage pending resolution of a dispute pursuant to this Article.

ARTICLE 11

Hours of Work, Overtime, Shifts and Holidays

Section 1: Standard Work Week. The standard work week shall consist of forty (40) hours of work at straight time rates per one of the following schedules:

- A. Five Day Work Week: Monday-Friday; 5 days, 8 hours plus ½ hour unpaid lunch period each day; or
- B. Four Day Work Week: 4 days a week other than Saturday or Sunday, 10 hours plus ½ hour unpaid lunch period each day.

The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with Project requirements and the Project schedule. Overtime commences after eight (8) hours on a five-day, eight hour schedule or after ten (10) hours on a four-day, ten hour schedule. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled day, the Contractor may, with the prior mutual agreement of the Local Unions, schedule Friday (where on four – ten (10) hours days) during that calendar week in which a workday was lost, as a make up work day at straight time pay, providing the employees involved work a total of 40 hours or less during that work week. The Contractor and all subcontractors shall provide not less than 5 calendar

days prior notice to the Unions involved as to the work week and work hour schedules to be worked on the Project, or shorter notice as agreed upon by all Parties.

Section 2: Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week. Such work and work performed on Saturdays shall be paid at one and one-half times the straight time rate of pay. Work on Sundays and Holidays shall be two (2) times the regular wage rate. There will be no restriction on the Contractor or any subcontractor's scheduling of overtime. The Contractor and all subcontractors will not discriminate with regard to the designation of employees who will work overtime. The Contractor may schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances. If an employee starts mid-week they shall be compensated in the same manner as an employee who started on Monday.

Section 3: Shifts. The Contractor shall have the right to establish second and third shift straight-time work arrangements for all or any portion of the work.

Section 4: Safety. It shall not be a violation of this Agreement if the Contractor considers it necessary to suspend all or a portion of the work to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly wage rate.

Section 5: Check-In. The Contractor may utilize a system to check Contractor and subcontractor employees in and out. If implemented, each employee must check in and out in accordance with the system. The Contractor must provide adequate facilities for checking in and out in an expeditious manner. All job site conditions, including rest periods, coffee breaks and work practices, shall be as provided by the applicable Collective Bargaining Agreement contained in **Appendix B**.

Section 6: Prevailing Wage Rate Records. The Contractor and all subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the hourly rate of wage paid, including benefits, to each workman employed by the Contractor and all subcontractors in connection with the Project. This record shall be retained for two (2) years following completion of the Project, and made available for inspection by DGS and/or the Secretary of Labor & Industry upon request. These records are subject to release under the Right to Know Law.

Section 7. Holidays. The nine (9) recognized holidays on the Project shall be:

New Year's Day	Good Friday	Memorial Day
Independence Day	Labor Day	General Election Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day

All said holidays shall be observed on the calendar date, except those holidays falling on Sunday shall be observed on the following Monday. A holiday falling on Saturday shall be observed on the preceding Friday. Regular holiday pay, if any, and/or premium pay for work performed on these holidays shall be in accordance with the applicable provisions of the Collective Bargaining Agreements set forth in **Appendix B**.

ARTICLE 12

Drug, Alcohol and Firearms Policy

All parties understand and agree that the drug and alcohol policy set forth in the General Conditions to the Construction Contract (issued as an Appendix to the RFP) and in the *Pennsylvania State Police – Supplemental Provision* in the Specifications will be in force for all work performed under this Agreement. The drug and alcohol policy will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance or alcohol while on the Project's premises. The above referenced drug and alcohol policy is incorporated into and made part of this Agreement and will be implemented by DGS, or its designee as to the Contractor and all subcontractors and employees working on the Project. The firearms policy prohibits firearms on any portion of the property and on property which is contiguous to the Project premises, except by qualified law enforcement and security personnel.

ARTICLE 13

Final Provisions

Section 1: Order of Precedence. If a subject covered by the provisions of this Agreement, is also covered by any of the Collective Bargaining Agreements in **Appendix B**, the provisions of this Agreement shall prevail. Where a subject covered by the provisions of the Collective Bargaining

Agreements in **Appendix B** is not covered by this Agreement, the Collective Bargaining Agreement provisions shall prevail.


Section 2: Full Force and Effect. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be invalid or in contravention of any law, the remainder of the Agreement shall remain in full force and effect. The parties agree that this Agreement constitutes the sole and complete agreement between them and that it shall not be modified or supplemented in any way except by written agreement. This Agreement shall be effective upon execution by the Trades Council and the Contractor.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year aforementioned.

For the Pittsburgh Building and Construction Trades Council and Local Unions:

By:



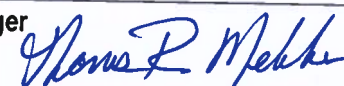
President

10-31-22
Date



Secretary/Treasurer

10/31/22
Date

Business Manager 

Date 10/31/22

For the General Construction Contractor:

Title

Date

Witness

Date

For the Mechanical / HVAC Contractor:

Title

Date

Witness

Date

For the Plumbing Contractor:

Title

Date

Witness

Date

For the Electrical Contractor:

Title

Date

Witness

Date

Appendix A

Letter of Assent

LETTER OF ASSENT

To the Project Labor Agreement For New DNA Analysis Laboratory Building

DGS Project No. 210-4 Phase 1

As an authorized representative of the firm identified below, which firm intends to work as a subcontractor to perform work or provide services on the Department of General Services ("DGS") project known as Construction of the New DNA Analysis Laboratory Building ("the Project"), in consideration of the award of said subcontract to perform work on the Project, and in further consideration of the mutual promises made in the Project Labor Agreement ("Agreement"), a copy of which was received, read and understood by my firm, hereby acknowledges that my firm:

- (1) accepts and agrees to be bound by the terms and conditions of the Agreement, and all appendices thereto, including the referenced Local Union Collective Bargaining Agreements any successor agreements or amendments to the Local Agreements, and with any and all subsequent amendments and supplements made to the Agreement, for any and all work covered by the Agreement as performed by the undersigned or its subcontractors; and
- (2) certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the Agreement; and
- (3) acknowledges and agrees that this Letter of Assent must be executed and submitted to the Contractor and to the DGS or its designee prior to any work being performed by it on the Project; and
- (4) agrees that it will secure from any other person, firm or entity which is or becomes a subcontractor (of any tier) to the firm, a duly executed copy of this Letter of Assent in form identical to this document prior to commencement of any work on the Project by any such other party and submit a copy of same to the Contractor and to DGS.

It is further understood and agreed that this Letter of Assent shall become effective on the

_____ day of _____, _____, and shall remain in full force and effect for the duration of the Project.

Name of Subcontractor/Company

Signature of Authorized Representative

Print Name and Title

Appendix B

Collective Bargaining Agreements

Appendix C

BUILT-RITE PROGRAM

Application of a BUILT-RITE Program to support DGS Project No. 210-4 Phase 1
Pennsylvania State Police new DNA Analysis Laboratory Building

I. Description of BUILT-RITE

BUILT-RITE is an alliance of contractors, unions and construction users specializing in high quality, cost effective union construction since 1982. Over \$40 billion worth of construction has been completed successfully utilizing the communication, issue resolution and conflict avoidance mechanisms included in the BUILT-RITE process. BUILT-RITE provides a forum and structure for communicating at every level of the construction process and involves owner, construction manager, contractor(s) and union involvement and input. Typical results on BUILT-RITE projects include:

- On time, on budget completion
- Significantly lower injury rates
- Elimination of work stoppages
- Improved relations among contractors, unions and construction users

II. Outline of BUILT-RITE activities in support of the new DNA
Analysis Laboratory Building

A. Consultation with project owners, contractors and unions.

BUILT-RITE staff will work with owner, contractor and union personnel involved in the project to describe BUILT-RITE activities and gather information regarding each party's interest.

B. Preliminary Activities.

To initiate the BUILT-RITE process, several kickoff/orientation meetings will be held where the pre-job process as well as the routine communication process will be described. Input will be solicited from all parties to ensure that communication is

appropriate to the project and streamlined to the maximum extent possible.

C. **Pre-Job Process.**

Pre-Job meetings will be held for prime contractors as well as for subcontractors of all tiers. Invitees to Pre-Job meetings will include owner representation, appropriate contractor personnel, and appropriate union personnel. Invitations to Pre-Job meetings will be coordinated through the local Building Trades Council to ensure that all unions are permitted the opportunity to attend each Pre-Job meeting

D. **Routine Communication Process.**

A series of periodic progress meeting will be coordinated and facilitated by BUILT-RITE. Attendees will include owner representatives, prime and subcontractors, and union representation. As the project moves through its various phases, different contractors and unions will be invited to the meeting.

E. **Issue Resolution.**

Should issues arise as a result of the pre-job process, BUILT-RITE will facilitate appropriate sidebar meetings. In addition, if issues regarding the Project Labor Agreement and its application arise, BUILT-RITE will facilitate multi-party discussions to address and resolve these issues. Finally, should conflict arise on the job, BUILT-RITE will facilitate informal conversation regarding their resolution and, if necessary, coordinate a binding arbitration process.