HARVARD UNIVERSITY

Project Labor Agreement

For Major Construction, Renovation and Rehabilitation

May 1, 2018-April 30, 2021
ii. Definition of Terms

Owner: The President and Fellows of Harvard University

Council: The Building and Construction Trades Council of the Metropolitan District (the “Council”)

Carpenters: The New England Regional District Council of Carpenters

Project Contractor: An entity working in the capacity of a general contractor or construction manager for Harvard University within the Scope of this Agreement.

Contractor: A Project Contractor or subcontractor of whatever tier engaged in on-site work within the Scope of this Agreement.

Agreement: This Project Labor Agreement

Schedule A’s: The local collective bargaining agreements of the respective signatory unions.

Term: By Project, from award of the first construction contract for a Project until completion as determined by the Owner; See also Article XIV, Section 1.

Signatory Unions The local unions and/or district councils and the Carpenters, that have executed the Agreement, together with the Council and the Department.

Covered Project(s): Each individual construction, renovation and/or rehabilitation Project designated by the Owner and agreed to by the Union(s) to be covered by this Agreement.

Union(s): Individual or collective noun for reference to all signatory labor unions to this Agreement.

Parties: President and Fellows of Harvard University
The Building and Construction Trades Council of the Metropolitan District
The New England Regional Council of Carpenters

Base Wage Rate: Those rates as defined in the Schedule A’s that are paid directly to the employee excluding amounts paid for benefits.
or disruption of work; the Owner will not permit lockouts by its Contractors; and all parties agree that all disputes and differences among them will be resolved through the peaceful, binding processes provided by this Agreement.

ARTICLE II
SCOPE OF THE AGREEMENT

Section 1. This Agreement shall apply and is limited to all new construction, major renovation and/or rehabilitation work associated with any covered Project, including site preparation and related demolition, system start-up, testing and checkout under contract with the Project Contractor.

Section 2. The Owner and Project Contractor have the absolute right to select any qualified contractor for the award of contract(s) on any covered Project, provided, however, that such Contractor is willing, ready and financially able to execute and comply with this Agreement; has or is eligible to and will sign the applicable local collective bargaining agreement(s) which form the basis for the Schedule A’s; and that such Contractor executes, prior to commencement of work, this Agreement or the Letter of Assent. The Unions agree to sign such Contractors.

Section 3(a). The provisions of this Agreement, including the Schedule A’s, shall apply to the Scope, notwithstanding the provisions of local, area, and/or national agreements which may conflict or differ from the terms of this Agreement, except that the work of the International Union of Elevator Constructors on this project shall be performed under the terms of its National Agreements, with the exception of Articles VI and VII of this PLA, which shall apply to such work. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of Schedule A and not covered by the Agreement, Schedule A provisions shall prevail.

(b). Future modifications to any Schedule A shall apply to this Agreement consistent with the effective dates of such modifications as stated in the revised Schedule A; provided, however, that any provision negotiated into a future collective bargaining agreement forming the basis for a Schedule A that applies to new construction, or rehabilitation work within the Boston/Cambridge area, will not apply to the Scope of this Agreement if such provisions are less favorable to the
g. Installation of specialty items purchased by the Owner may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge or experience with the particular item(s), may be performed by employees of the vendor or of other companies normally retained by the vendor, to protect a guarantee or warranty offered by the vendor. The signatories to this Agreement shall be given reasonable advance notice of the inclusion of specialty items on any covered Project, the particulars of the items and the details of the warranty or guarantee. Upon timely request, representatives of the University and/or its Construction Manager will meet with representatives of the Union(s) affected by a specific utilization of this Provision to review appropriateness of such utilization and alternatives which may be available to satisfactorily meet the University’s requirements and reasons for invoking this provision. Such review will not be used as a basis to delay an otherwise appropriate application of this provision. Provided it acts in good faith, the University has the exclusive and unreviewable right to determine what work is subject to this provision.

h. All work performed in the retail/commercial portions of any Project under the direction of third party owners or leasees; they, however, will be advised of the availability of this Agreement for such work.

i. Any work performed by or under direction of the Owner which is not within the Scope of this Agreement, and any work performed on or near, or leading to or on to, a Project site by state, county, city or similar government bodies, or their contractors, and/or public utilities or railroads, or similar organizations or their contractors, including Harvard Engineering & Utilities. Traditional lines of demarcation shall apply between work under the direction and control of a public utility or a Harvard utility and the continuation of such work on site.

Section 6. The Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Scope at any time.
Executive Orders. It is the intention of Parties to provide the maximum feasible number of job opportunities in all classifications for local residents.

(b) The Contractors and signatory unions recognize that the University and the Projects covered by this Agreement may be subject to valid, legally enforceable statutes, rules and or regulations affecting employment, including, not limited to, local hire, targeted hire, and/or other work force requirements. All parties will cooperate fully to assure that the obligations established by such statutes, rules, or regulations are met.

Section 4. In the event that any Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sunday, and Holidays excepted) the Contractor may employ applicants from any other available source.

Section 5. In the event that the local union does not have a job referral system as set forth in Section 3 of this Article, the Contractor shall give the local union first preference to refer applicants, subject to the provisions of Section 4. The Contractor shall notify the Unions of employees hired by any source other than referral from the local unions, and such employees shall be bound by the applicable Schedule A union security clause.

Section 6. The selection and number of craft forepeople and/or general forepeople shall be the responsibility of the Contractor. The procedure for selection of such foreperson and/or general forepeople may be affected by specific provisions of applicable Schedule A’s. Forepeople shall take orders exclusively from the appropriate Contractor representatives. Trade forepeople shall be designated as working forepeople at the request of the Contractor, except when a Schedule A prohibits a foreperson from working when the craftspeople they are leading exceed a specified number.

Section 7. Except as provided in Article IV, Section 3, individual seniority shall not be recognized or applied to employees working on the Projects.

Section 8. All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A.
event the appropriate Union shall be notified immediately by the Contractor of the steward’s discharge or discipline.

ARTICLE V
MANAGEMENT’S RIGHTS

Section 1. The Owner through its Contractors retains full and exclusive authority for the management of its operation. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotions, transfer and lay-off, as well as discipline or discharge for just cause of its employees; the selection of forepeople; the assignment and schedule of work, the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it shall be worked, and the number and identity of employees engaged for such work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction consistent with the Contractor’s agreement (s) with the Owner.

Section 2. Except as otherwise expressly stated in this Agreement and in the Project Contractor’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.

Section 3. It is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work will be initiated by the Contractor from time to time during the Projects. The Unions agree that they will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the
Section 3. If a Contractor contends that any Union has violated this Article, it will notify the Secretary-Treasurer of the Department, the General Agent of the Council, and the Business Manager (s) and/or President (s) of the local Union (s) and/or Council(s) involved, in writing by facsimile or electronically, advising them of the violation. The Secretary-Treasurer of the Council or their designated representative and the officials of the local Union (s) or Council (s) involved will immediately instruct, order and use the best efforts of their offices to bring the violation to an end.

Section 4. Any party, including the Project Contractor, 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, above, is alleged:

a. A party invoking this procedure shall notify Lawrence Holden (or his alternate, Roger Abrams, if Mr. Holden is unavailable) who the parties agree shall be the permanent arbitrators under this procedure. In the event that both permanent arbitrators are unavailable at any time, they shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices by phone, electronic mail, and/or facsimile to the parties 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 alternate, shall sit and hold 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 notice required by Section 3, above.

c. The arbitrator shall notify the parties by phone, facsimile and/or e-mail of the place and time they have chosen for this 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 of evidence or the issuance of any award by the arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of Section 1, above, has in fact occurred, and the arbitrator shall have no authority to consider any matter
under these Articles, and, at their option, may participate as a full party in any proceeding initiated under these Articles. Copies of all notifications shall promptly be sent to the Owner at the Harvard Office of Labor and Employee Relations.

ARTICLE VII
GRIEVANCES AND JURISDICTIONAL DISPUTES

Section 1. The Project Contractor, signatory Unions and the Council shall each assign a representative to the Project for the purpose of working together with the Contractor(s) and Unions to maintain labor management harmony and to peacefully resolve any disputes among the parties.

Section 2. Contractual Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application (excluding trade jurisdictional disputes and alleged violations of Article VI, Section 1) shall be considered a grievance and be subject to resolution under the following procedures:

Step 1
(a). When any employee feels they are aggrieved by a violation of this Agreement, they shall, through their representative or job steward, within five (5) working days after the occurrence of the violation, give verbal notice to the work site representative of the involved Contractor, stating the provision(s) alleged to have been violated and the basis for the violation. The business representative or job steward and the work site representative shall confer within three (3) working days after timely notice has been given in an attempt to resolve the matter.

(b) Should a signatory local Union(s) or the Project Contractor or any other Contractor have a dispute with another party, they shall give verbal notice to that other party(ies) within five (5) working days after the occurrence of the violation, stating the provision(s) alleged to have been violated. Their representatives shall confer in an attempt to resolve the dispute within three (3) working days after timely notice has been given.
not have the authority to change, amend, add to or detract from any provision(s) of this Agreement. The decision of the arbitrator shall be final and binding on all parties. No adjustment or decision may provide retroactivity exceeding 60 days prior to the date of the filing of a written grievance. The fees and expenses of such arbitration shall be borne equally by the involved Contractor(s) and the involved Union(s).

Section 3. Jurisdictional Disputes
(a) The Contractor with responsibility for the performance and installation of the work shall make the specific assignment of the work which is included in its contract, (the “Responsible Contractor”). All work assignments shall be disclosed by the Responsible Contractor (or the Project Contractor, or the responsible Contractor’s General Contractor) at a pre-job conference held in accordance with industry practice. Responsible Contractors shall notify the Project Contractor and the affected Unions of the assignment before starting work to be performed under this Agreement. The Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“the Plan”) currently in effect, or its successor, shall serve as a guide for establishing jurisdiction at such meetings. Such assignment shall not be changed absent the written agreement of all parties to any dispute arising over such assignment, (including the Responsible Contractor), or pursuant to a decision issued by a permanent arbitrator appointed under this Agreement to hear and decide jurisdictional disputes. Should there be any formal jurisdictional dispute raised, the Project Contractor shall be promptly notified.

(b) Should a signatory Union(s) wish to raise a jurisdictional claim after a formal assignment has been made, they shall provide a written claim notice to the Responsible Contractor and the Union(s) assigned the work in question within five (5) working days of the notification of the formal assignment, (with a copy to the Project Contractor), briefly describing the basis for the claim.

Step 1. Within three (3) working days after the raising of a jurisdictional claim, the involved Unions, and the Responsible Contractor, at their option, shall meet and confer in an attempt to resolve the claim. Should the claim not be resolved at such meeting, the parties shall have three (3) additional working days to request and receive the assistance of the International
employees than the minimum required to perform the work involved; or to assign the work to employees who are not experienced and qualified to perform the work involved. This does not prohibit the establishment, at the arbitrator’s direction, or with the agreement of the involved contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determination shall decide only to whom the disputed work belongs. The work subject to a jurisdictional dispute shall proceed as assigned by the Responsible Contractor until finally resolved under the applicable procedure of this Article. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity while any jurisdictional dispute is being resolved or in protest of any award or resolution.

Section 4. Time Limits. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. The time limits may be extended only by written consent of the parties involved at the particular Step where the extension is agreed upon.

ARTICLE VIII
WAGES AND BENEFITS

Section 1.a. All employees covered by this Agreement shall be classified in accordance with work performed and paid one hundred percent (100%) of the basic hourly wage rates for those classifications as specified in the Schedule A’s.

b. The average billing rate for apprentices shall not exceed 60% of the respective journeyman wage rates as stated in Schedule A, except for those trades specifically listed below in (c) whose average apprentice billing ratio shall be 70%.

c. The average ratio of journeyman to apprentices, on a building by building basis, shall be no less than 2:1 except for carpenters, electricians, painters, tile workers and iron workers, whose ratios shall not be below 1:1. Ratios for each trade will be established prior to bidding on a job by job basis, by the Project Contractor in concert with the Owner and subtier Contractors and in consultation with the Council and Carpenters. A listing by trade by job, which complies with the above ratios, will be forwarded to the Parties to this Agreement prior to bidding.

d. For installation of voice and data systems covered by this Agreement, the Telecommunication Rate shall apply.
only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at the rates of pay established by this Agreement.

Section 4. Shifts. Shift differentials shall be paid on the Project in accordance with the applicable Schedule A’s.

Section 5. Holidays and other non-work time. Recognized non-paid Federal/State holidays on these Projects shall be: 1. New Year’s Day; 2. Martin Luther King, Jr. Day; 3. Presidents Day; 4. Patriot’s Day; 5. Memorial Day; 6. Independence Day; 7. Labor Day; 8. Indigenous Peoples’/Columbus Day; 9. Veterans Day; 10. Thanksgiving; 11. Christmas Day. Union tradespersons who work on Project sites that open on Martin Luther King, Jr. Day shall be paid at a holiday premium rate. With advance notice to the Unions, the Owner reserves the right to designate certain days as non-work days, based on operational needs or special events or occurrences and will give the Unions advance notice of such designation. This includes, but is not limited to, the work schedule for commencement week, which shall be determined by the Owner. The Owner shall not incur costs for days not worked.

ARTICLE X
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. In accordance with the requirements of the 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 Project Contractor. It is understood that the employees have an obligation to use diligent 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 and Project Contractor regardless of the severity of the injury or the need for medical treatment. Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the Project Contractor in accordance with the rules, policies and procedures set forth in the Harvard University Construction Environmental Health and Safety Standard and the Harvard University Construction Mitigation Specification and applicable state
ARTICLE XI
NO DISCRIMINATION

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment on any unlawful basis, including, but not limited to race, color, religion, sex, sexual orientation, disability, national origin or age in any manner prohibited by law or regulation. Any complaints regarding the application of this provision should be brought to the immediate attention of the involved Contractor. The Unions shall cooperate with all Contractors in complying with the Owner’s Equal Employment Opportunity guidelines, including the Harvard Institutional Construction EEO Plan (HICEBOP) and where applicable, the Boston Residents Jobs policy (BRJP).

ARTICLE XII
WORKING CONDITIONS

Section 1. Anti-Gouge Clause. Harvard University reserves the right to analyze any trade’s sub-bid that seems unreasonable. A review committee comprised of Harvard University, the Project Contractor and a representative of the appropriate Union party to this Agreement, shall be convened to review the trade’s bids in question. If this committee is unable to resolve the issue to the Parties’ mutual satisfaction, then that trade may be rebid by the Project Contractor to other subcontractors as long as they comply with the terms of this Agreement.

Section 2. The Owner and/or the Project Contractor may establish reasonable project rules. These rules will be posted at the project site or otherwise communicated to employees by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by an employee shall be grounds for discipline, including discharge.

Section 3. Prior to the commencement of work on the Project, there shall be a pre job conference with representatives of the Building and Construction Trades Council of the Metropolitan District and the N.E. Regional Council of Carpenters, the Owner, and the Project Contractor to discuss the scope of work, project rules and regulations, jurisdictional assignments, scheduling, any issues concerning the scope of work not covered by the PLA, and other matters pertinent to the Project work.
Section 3. The Schedule A’s referenced in this Agreement shall continue in full force and effect until the Union parties to the Collective Bargaining Agreements which are the basis for such Schedule A’s notify Harvard University of the mutually agreed upon changes in those provisions of such Agreements which are applicable to this Agreement, and their effective date(s), which shall be come the effective date(s) under this Agreement.

Section 4. Adjustments. The specifics of this Agreement may be adjusted by the Parties during its Term through a mutually acceptable basis and in writing.

Section 5. Training. This Agreement is intended to enhance the training of the Unions’ members in all aspects of construction, rehabilitation, and renovation and preservation procedures and technology. The joint labor management committees will endeavor to target training resources generated as a result of this Agreement to such training, including utilization of the signatory Unions’ apprenticeship programs.

Section 6. Favorite Nations Clause. If, within the Boston and Cambridge areas, a more attractive project labor agreement is struck with any other entity, Harvard University shall have the right to avail itself of such agreement.

Section 7. Non-Signatory Trades. Harvard University reserves the right to obtain competitive pricing, by whatever means available for work performed by trade unions that are not signatory to this Agreement.
EXHIBIT 1

LETTER OF ASSENT

Every contractor of whatever tier working on a Project covered by the terms and conditions of the Harvard University Project Labor Agreement for Major Construction, Renovation & Rehabilitation shall execute the following Letter of Assent prior to commencing work on the Project and send it to the Project Contractor:

[Contractor or subcontractor’s Letterhead]

[Name]
[Project Contractor]
[Street Address]
[City, State]

Re: Harvard University Project Labor Agreement for Major
Construction, Renovation & Rehabilitation
[Name of Project]

The undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of the Harvard University Project Labor Agreement for Major Construction, Renovation & Rehabilitation ("the Agreement"), for the life of the work it performs on the above referenced Project. Further, the undersigned contractor commits that each of its subcontractors of whatever tier engaged to work on the Project will execute this Letter of Assent prior to commencing work.

The undersigned contractor recognizes that, pursuant to Article II, Section 2 of the Agreement, every contractor working on the Project must be signatory to and bound by the Agreement prior to commencing work on the Project. The undersigned contractor further recognizes that this letter is necessary and does provide the legal basis for the contributions to be made to the benefit funds maintained pursuant to the Agreement.

This Letter of Assent will remain in effect for the duration of the Project, after which the understanding and commitments herein will automatically terminate.

Sincerely,

[Name of Contractor]

By: ____________________

Title: ____________________

cc: Building & Construction Trades Council of the Metropolitan District
    New England Regional Council of Carpenters
and treatment programs which have been established by signatory Unions and/or Contractors as an important component of the overall Substance Abuse Program on Project sites.

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

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

THE POLICY

I. JOB APPLICANTS

1. All job applicants for positions on a Project will be required to satisfactorily complete a drug test, unless such applicant provides acceptable documentation that they have tested drug free within the preceding six months by a NIDA/SAMSHA certified laboratory. Specimens will be collected during in-processing on the Project site or at a designated off-site location and tests will be conducted in accordance with Section III, herein and the Project Substance Abuse Prevention Program Implementation Procedure. Applicants who report to the in-processing site who display reasonable cause to suspect they may be impaired by alcohol may be subject to alcohol testing as set forth in Section III.
II. ACTIVE EMPLOYEES

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

   a) Possession of illegal drugs on the job or in a job status – Permanent bar from the Project site and a one year bar from all other Harvard construction, renovation and/or rehabilitation Projects, whether covered by a PLA or not. A second offense will lead to a three year bar from all other Harvard construction, renovation and/or rehabilitation Projects, whether covered by a PLA or not.

   b) Use of illegal drugs on the job or in a job status – Permanent bar from the Project site and a one year bar from all other Harvard construction, renovation and/or rehabilitation Projects, whether covered by a PLA or not. A second offense will lead to a three year bar from all other Harvard construction, renovation and/or rehabilitation Projects, whether covered by a PLA or not.

   c) Selling, aiding and abetting the sale or conspiring to sell illegal drugs or prescription drugs on the job or in a job status or conviction for such activity off the job – Permanent bar from the Project Site and a three year bar from all other Harvard construction, renovation and/or rehabilitation Projects, whether covered by a PLA or not. A second offense will lead to a permanent bar from all other Harvard construction, renovation and/or rehabilitation Projects, whether covered by a PLA or not.

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1 In some instances, site work rules already in effect are repeated for the purpose of having a compilation of all substance-related rules in one document.
a. **Reasonable Cause:** A substance test may be required where there is reasonable cause to suspect that an employee has an in-system presence of intoxicants or drugs on the job or in a job status (such as on contractor or owner-provided transportation). An employee will not be tested under this paragraph unless employee conduct or other related circumstances provide a reasonable basis to believe that the employee may have ingested an intoxicating substance and/or is suffering from impairment of some sort while on the job site. Such observation must be confirmed by a second member of Contractor supervision, or by a Harvard project manager’s representative, wherever possible. For Contractors signatory to the Agreement, observation shall also be discussed with the Union steward, provided a steward is readily available. Finally, before an employee is referred for reasonable cause testing, the action must be approved by a senior member of Contractor management (above foreman/supervisor) or by a Harvard project manager’s safety representative. All management representatives responsible for making such observations and/or referrals shall be required to attend a Department of Transportation (DOT) approved training program in order to be authorized to make such observations or referrals. Employees working under this agreement and participating in the CAP program shall be subject to the reasonable cause procedures of that program; all others will be subject to the reasonable cause procedures consistent with the Harvard Substance Abuse Program.

b. **Post-Accident:** Any employee who is directly involved in an accident on the job site or in the course of job duties which involves use of vehicular equipment, heavy equipment, power tools or other dangerous instrumentality or working conditions and which results in a need for off-site medical care or substantial property damage (generally in excess of $1000) shall be referred for a substance test. A substance test will not be required if the Contractor or the Harvard project manager’s safety...
III. DRUGS TO BE TESTED AND TEST PROCEDURES

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

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

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

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

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

   d. All laboratory testing shall be conducted only by laboratories licensed and certified by the U.S. Department of Health and Human Services and shall be conducted in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs, as amended.
Union at their expense, or by the Contractor at its expense. The laboratory shall endeavor to notify the employee/applicant and the Contractor of positive test results within three working days after receipt of the specimen. The Union, employee, or Contractor, may request a re-test within three working days from notice of a positive test result. Costs of re-tests will be paid in advance by the requesting party. In the event the initial test is proven to be a false positive, costs for any retests shall be reimbursed.

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

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

IV. APPEAL PROCEDURE

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

V. REVISIONS OR AMENDMENTS

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