



Attachment J-9

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT (GPPMA)

***General Presidents'
Project Maintenance
Agreement
Revised July 1, 2005***



*The Answer to Maintenance
Challenges*

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PROJECT MAINTENANCE AGREEMENT

This Agreement is entered into this _____ day of _____
20 _____, by and between _____

(Contractor)

located in _____ and those INTERNATIONAL
UNIONS OF THE AFL-CIO listed hereinafter (herein referred to as the "Unions")
for the purpose of project maintenance, repair and renovation work for the

_____ located at
(Project)

_____.
(Location)

The Unions are composed of the following International Unions of the AFL-CIO:

International Association of Heat and Frost Insulators and Asbestos Workers

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

International Union of Bricklayers and Allied Craftworkers

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers' and Cement Masons' International Association

International Brotherhood of Electrical Workers

International Association of Bridge, Structural and Ornamental Iron Workers

Laborers' International Union of North America

International Union of Operating Engineers

International Union of Painters and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of
the United States and Canada

United Union of Roofers, Waterproofers and Allied Workers

Sheet Metal Workers' International Association

International Brotherhood of Teamsters

COVENANTS

Whereas, the Contractor is engaged in the business of continuous plant maintenance, repair and renovation (as defined in Articles V and VI) with diversified industries and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Contractor wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas, the Unions have in their membership throughout the area members competent and qualified to perform the work of the Contractor.

Whereas, the Contractor has employed and now employs members of the Unions and the Contractor has a commitment and/or contract from the owner for maintenance, repair and renovation work recognized by the Unions of the AFL-CIO as being within the jurisdiction of said Unions. (Subject to General Presidents' Committee policies and criteria.)

Whereas, in order to insure relative equity and uniform interpretation and application, the Unions wish to establish and administer said Collective Agreement in concert, each with the other, and all with the Contractor.

Whereas, the Contractor and the Unions desire to mutually stabilize wages, hours and working conditions.

Whereas, the Contractor and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

It is, therefore, agreed by the undersigned Contractor and Unions in consideration of the mutual promises and covenants contained herein that the Project Agreement be made as follows:

ARTICLE I: INTENTS AND PURPOSES

1. This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate sub-divisions thereof signing hereto: and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Unions during the terms of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement covers all terms and conditions of employment for work being performed hereunder, except for all work that may be performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, National Refractory Agreement, and the National Agreement of the International Union of Elevator Constructors. However, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Industrial Agreement for Instrument and Control Systems Technicians.

Contractors signed to the General Presidents' Project Maintenance Agreement, which is a national agreement, are not required to become signatory to a local collective bargaining agreement. This Agreement may be modified by mutual consent in writing by the parties signatory hereto.

2. Amendments to this agreement, for a specific project or projects, which are required to make a contractor competitive, may be added by vote of the General Presidents' Committee. When approved by the General Presidents' Committee, the Amendment shall be considered a part of the General Presidents' Project Maintenance Agreement for that specific project.

ARTICLE II: MANAGEMENT RIGHTS (Bulletin 17)

1. The Unions understand that the Contractor is responsible to perform the work required by the Owner. Therefore, the Contractor has the complete authority and right to:

- A. Plan, direct and control the operation of all his work.
- B. Decide the number of employees required with due consideration to the proper craft classification thereof.
- C. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name who have special skills or have previous maintenance experience.
- D. Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations. This would apply to Contractors having more than one (1) maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.

- E. Determine work methods and procedures.
- F. Determine the need and number of foremen without regard to foremen ratios in local agreements, name the foremen and to require foremen to work with their tools when in the Contractor's opinion this is advisable. It is not necessary for each craft to have a foreman. A foreman may act in this capacity for more than one craft. This is not to mean that the Contractor will have inadequate amount of supervision on the job. If one or more foremen are established for a craft one (1) must be designated as a top hourly craft supervisor and shall be guaranteed forty (40) straight-time hours per week and may be required to remain on the job. Overtime hours are not to be used to fulfill the forty (40) hour guarantee. This is applicable for each shift and each site. Such guarantee shall not apply when the NRC-mandated 72-hour rule is in effect; when the first or commencing week of a job is less than forty (40) hours; or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion. **(Bulletin 15)**
- G. Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this Agreement.
- H. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely.
- I. Discharge, suspend, or discipline employees for proper cause.
- J. The Contractor may, if he desires, maintain a variety of skills within his group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- K. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor. This is not to be construed under regular operating conditions as a Contractor's prerogative to assign workers out of their regular skill classification.
- L. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices. Local Union Business Representatives shall instruct craftsmen dispatched to GPPMA Projects that terms and conditions in local collective bargaining agreements do not apply.
- M. It is understood by the Contractor and agreed to by the Unions, that the employees of this Contractor will perform the work requested by the Contractor

without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.

- N. Questions arising over the application and intent of this Agreement are subject to review by the General Presidents' Contract Maintenance Committee to determine whether there has been exploitation of stipulated prerogatives.

ARTICLE III: UNION SECURITY AND REFERRAL

1. The Unions are recognized by the Contractor as a source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria uniformly applied to any maintenance project in the area.
2. Plant maintenance, repair and renovation that the Contractor performs involves operating units that in all cases must be kept running. This situation means that some of the work is of an emergency nature, and therefore, will require at times, the acceptance of extreme fluctuations in the labor demand. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Contractor.
3. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.
4. All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the appropriate Union after the 7th day following the beginning of such employment.
5. Any employee, who, at his/her time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this contract so long as he/she maintains good standing in that Union.
6. The Contractor agrees to be bound by the hiring practices in the local area not inconsistent with the terms of this Agreement. **(Bulletin 13)**
7. On nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this agreement.

SECTIONS 4 AND 5 DO NOT APPLY IN STATES WITH RIGHT TO WORK LAWS

ARTICLE IV: NON-DISCRIMINATION

The Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or any other protected status granted by applicable federal, state or local laws.

ARTICLE V: SCOPE OF WORK

1. This Agreement covers only that work assigned by the Owner to the Contractor and performed by the employees of the Contractor covered by this Agreement.

The General Presidents' Project Maintenance Agreement is intended to cover on-going maintenance, repair, renovation and replacement work in plants, industrial facilities, utility installations and other facilities for an initial period of not less than one (1) year.

2. This Agreement does not cover work performed by the Contractor of a new construction nature, in which event said work shall be done in accordance with existing Local and/or National Building Construction Agreements.

3. The Unions and the Contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

ARTICLE VI: DEFINITIONS

1. Maintenance shall be work performed for the repair, renovation, replacement and upkeep of property, machinery and equipment within the limits of the plant property or other locations related directly thereto.

2. The administration of paragraph 1 of this article as well as the entire General Presidents' Project Maintenance Agreement is the responsibility and sole prerogative of the General Presidents' Committee on Contract Maintenance at the national level. The interpretation and grievance adjudication of this Agreement shall be the responsibility and sole prerogative of the Joint Labor Mananagement Grievance and Interpretation Committee, which is a part of this Agreement.

ARTICLE VII: GRIEVANCE PROCEDURE

Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedure set forth herein. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within five (5) calendar days after the alleged violation was committed. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. The respective five-day and ten-day limits between grievance steps may be extended by mutual agreement of the parties. Settlement of grievances may be arrived at in any step of the grievance procedure and shall be final and binding upon the Union and the Employer.

Step 1:
Between the Employer and the Jobsite Representative

Step 2:

Between the Employer and the Business Representative of the local union

Step 3:

Between the Employer or the Contractor's Labor Relations Manager and the International Union representative

Step 4:

If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, said grievance shall be reduced to writing on a "Standard Grievance Form" provided by the Administrator of the General Presidents' Project Maintenance Agreement (GPPMA). The written grievance shall be submitted to the Joint Labor/Management GPPMA Grievance Committee for resolution. A decision rendered by the Grievance Committee shall be final and binding upon the parties.

Step 5:

- A. Failure of the Joint Labor/Management GPPMA Grievance Committee to reach a decision shall constitute a basis for a submittal of the question by the moving party to the GPPMA Standing Arbitrator or his alternate (hereinafter referred to as "Arbitrator"). The moving party must submit the grievance to the Arbitrator not later than 30 calendar days after the date of the failure of the grievance committee to render a decision. The Arbitrator shall coordinate with all parties in scheduling a mutually acceptable time and place for the hearing within a reasonable time period.
- B. The Arbitrator will issue his decision within twenty (20) calendar days from the conclusion of the hearing or submittal of briefs. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The decision of the Arbitrator shall only apply to the involved project and shall not have precedent value beyond that project. The total cost of the arbitration, including the Arbitrator's fees and expenses, shall be borne equally by the parties and shall be paid by the parties to the GPPMA Labor/Management Trust. The Trust in turn shall pay the fee and expenses of the Standing Arbitrator within thirty (30) days of the issuance of his decision.

ARTICLE VIII: WORK ASSIGNMENTS

1. The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement; and to make available to the owner the skills and expertise the Building and Construction Industry has to offer in the maintenance of the structure, operations and facilities it originally constructs.

2. Project maintenance conditions do not always justify adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments shall be made for the purpose of adjusting such assignments as appropriate to take care of changing needs.

The International Unions involved agree that upon request, International Representatives shall be assigned without delay and attempt a project settlement in the event of question on assignments.

The Contractor agrees that he shall abide by such agreements reached by and with International Union Representatives.

The International Unions agree that failing to reach a project decision, there shall be submitted a joint statement of facts and request to the General Presidents' Committee for assistance in resolving said dispute.

ARTICLE IX: JOBSITE REPRESENTATIVE

The Administrator of the General Presidents' Project Maintenance Agreement by Contract shall designate one (1) union Jobsite Representative for each project. When a systemwide agreement is in place, it is understood that the term "Project" shall mean each jobsite location. The Jobsite Representative shall have the qualifications to provide leadership, maintain harmonious relations among employees and with the Contractor and shall conduct business in a respectful and business-like manner. He shall be a qualified working craftsman, designated to act as a representative of the General Presidents' Committee on Contract Maintenance relative to the application of the agreement with the signatory contractor.

The Jobsite Representative shall be allowed a reasonable amount of time during the work day to conduct union business and shall have access to a telephone to contact the Administrator when in need of assistance or direction. His union duties shall not unduly interfere with the performance of his work assignments.

The Jobsite Representative shall be paid at a rate not less than the equivalent of craft foremen's pay. The Jobsite Representative shall also be guaranteed forty (40) hours per week. **(Bulletins 11 & 15)**

The Jobsite Representative shall be the last journeyman to be laid off in his craft, provided that he is qualified to perform the required work. The Administrator shall be notified by the Contractor prior to the Jobsite Representative being laid off or terminated.

Should the Jobsite Representative fail to provide leadership and maintain harmonious relations among the employees and the Contractor, the Administrator may designate a new Jobsite Representative at his discretion.

ARTICLE X: CONTRACTOR'S REPRESENTATIVE

The Contractor shall appoint a Representative who shall cooperate with the on-site Union Representative in the exchange of information which will be beneficial to the harmonious operation of the project. The General Presidents' Committee shall be informed as to the identity of the Contractor's Representative.

ARTICLE XI: LOCAL UNION REPRESENTATIVES

1. Officials of any of the signatory Unions shall be provided access to projects covered by this Agreement. Requests shall be arranged through the Contractor for such visitations in keeping with Owner's uniform rules of safety and security as expeditiously as possible. Each Local Union shall designate one (1) official as its representative and so inform the Contractor.

2. If relations between the Local Union Representative and the Contractor become non-cooperative, the Contractor may request the Administrator of the General Presidents' Committee on Contract Maintenance to investigate the circumstances and take the necessary action to keep this Agreement enforced in good faith. Continuing problems will be resolved by the General Presidents' Committee on Contract Maintenance and the Contractor's representatives.

ARTICLE XII: WAGE RATES, FRINGE BENEFITS, AND PAYDAY

1. Wage rates may be established by the General Presidents' Committee in the respective area or locality in which this Agreement is effective and shall be specified in Schedule "A" attached hereto. **(Bulletin 7)**

2. Fringe benefits as negotiated in local and/or national working agreements shall be paid in addition to wage rates as specified in Schedule "A". Only bona fide fringe benefits which accrue to the direct benefit of the individual craft employee are required. This includes health & welfare funds, annuity, vacation, apprenticeship, training funds, and pension funds. Construction industry promotional funds are not applicable under terms of this Agreement. **(Bulletins 9, 10 & 18)**

The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer 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 Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Payments to appropriate local union funds shall be made in accordance with the provisions of the local and/or national union's agreements. Where the local union agreement provides for payment of benefits based on hours worked, it is understood that when shift work is involved which provides eight (8) hours' pay for a shift of less than eight (8) hours, payments shall be made to said funds on the basis of eight hours per shift, provided a full shift is worked.

When local union fringe benefit payments are expressed in terms of percentages, this percentage shall be applied to the 100 percent wage rate contained in the local union agreement, regardless of the wage rate applied to the General Presidents' Project Maintenance Agreement. This situation would occur only when it has been determined that a reduced wage rate is applicable.

Wage differential for foremen is established by the procedure set forth in the appropriate local union construction agreement, and the established differential is then added to the journeymen maintenance wage rate in the General Presidents' Project Maintenance Agreement.

3. Each Contractor, of whatever tier, performing work under this Agreement shall be required to contribute to the General Presidents' Project Maintenance Agreement Labor-Management Trust Fund. Such contributions shall be made on an annual basis. The amount to be contributed shall be determined by the Fund Trustees. Payment shall be made within thirty (30) days of notification by the Administrator of the General Presidents' Project Maintenance Agreement to the Contractor of the amount owed. The failure of a Contractor to make the required contributions in a timely manner shall constitute a material breach of the Agreement and as such, the Fund Trustees are empowered to take any or all of the actions outlined in the following paragraph to collect the amounts owed.

Contractors who fail to pay contributions or other payments owed to the General Presidents' Project Maintenance Agreement Labor-Management Trust Fund within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, or to take any other action necessary (including but not limited to termination of the Agreement) to collect contributions and all other payments due.

4. For purposes of this Agreement, wage premiums established under local and/or national agreements affecting maintenance, repair or renovation work such as hazard pay, acid pay, high or low work and other similar premiums shall not be applicable to this Agreement. Classifications in local union agreements that circumvent the intent and purposes of this section that require no additional skills are not recognized under the terms of this Agreement.

Under the terms of this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee.

When zone type wage structures are established in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate.

5. After the Contractor's operation has commenced in any particular area, no subsequent change in wages or working conditions in such area will become effective insofar as the Contractor is concerned, except to the extent that any such change in wages or working conditions shall have been agreed upon and in accordance with the effective date agreed upon in negotiations between the Local Union having jurisdiction over the area and a recognized bargaining agency of contractors in such area.

6. It is further agreed that at the implementation of a new project or any major change in policy on an existing project a pre-job meeting will be held jointly by the General Presidents' Committee on Contract Maintenance, the crafts involved and the contractor's representatives. Minutes of this meeting will be made available to all concerned for guidance in the administration of the project.

7. Wages will be paid weekly. The payroll period to close so that no more than three (3) days will be held back and payments to be made before the end of the employee's shift **(Bulletin 16)**.

8. Lay off is pay off - Terminated employee shall be paid on the day of his termination. Each employer shall pay four (4) hours pay to a terminated employee for each 24 hour period said employee must wait for his final pay. An employee who quits without giving sufficient notice to his employer shall be paid on the regular payday at the job site, or may have his final pay mailed to his address of record.

9. Any employer working under the GPPMA will comply with all local and national apprenticeship standards established by the Joint Apprenticeship Training Committee.

10. There is no requirement to post a bond, provide monetary escrow or provide any other form of guarantee of payment to fringe benefit funds unless it is specifically required by the trust document of an individual fund.

ARTICLE XIII: TWENTY-FOUR (24) HOUR RULE AND MEAL ALLOWANCE

1. The twenty-four (24) clock is determined by the starting time of the employee's shift on one day and ends with the starting time of the employee's shift on the following day.

2. All time worked before and after the employee's shift hours in any twenty-four (24) hour period or on the sixth (6th) day shall be paid at the rate of time and one-half. All time worked on the seventh (7th) day and holidays shall be paid at the rate of double time. Any employee working overtime beyond his/her shift shall be paid overtime.

3. When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift the Contractor will arrange either to have him receive one (1) hot meal or give him \$8.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter. Meal allowance is only applicable to unscheduled overtime.

ARTICLE XIV: DAY WORK SCHEDULES

1. The standard work day shall be an established consecutive eight (8) hour period between the hours of 7 a.m. and 5 p.m. exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work Monday through Friday inclusive.

2. On any project when the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor and the Local Union(s) involved shall mutually agree to such changes. **(Bulletin 4)**

If work schedule change cannot be mutually agreed to between the Contractor and the Local Union(s) involved, the hours fixed in the Agreement shall prevail. However, the parties involved shall have the prerogative of calling on the Committee as a whole to request such change; requests shall be in writing; the Committee's decision shall be final.

3. Job site conditions sometimes warrant a change in the regular lunch period. It shall be the Contractor's option to pay the employee to "eat on the fly" or have the employee take the full one-half (1/2) hour lunch period.

If an employee is required to take a lunch break more than one hour prior to or more than one hour beyond the regularly scheduled lunch period, he shall be paid for the lunch period at the appropriate premium rate.

In cases where shifts are scheduled for more than ten hours, the employer will have the option of scheduling a non-paid lunch period or allow the employee to eat on the fly.

4. All time before and after the established work day of eight (8) hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and the holidays stated in Article XIX shall be paid for at the rate of double time.

5. Optional Four (4) day Work Week, Ten (10) Hours Per Shift Schedule, 4 x 10's with and without a Voluntary Make-up Day – In order to address the unique needs of a project, the Contractor may request permission to implement either of the following 4 x 10's schedules (with or without a voluntary make-up day). The Contractor's request should be in writing and shall be addressed to the Administrator of the GPPMA. The written request should contain the following information:

- Contractor's name and contact information
- GPPMA Contract Number
- Project Name and Location
- Owner
- Whether the request is for 4 x 10's with or without a voluntary make-up day (Option #1 or Option #2)

The Administrator of the GPPMA and the General Presidents' Committee shall respond in writing, either approving or disapproving the request, as expeditiously as possible. The Contractor may not implement the new 4 x 10's schedule until he has received written approval from the Administrator. Once granted, the 4 x 10's schedule shall be available to the Contractor on the project for the duration of its GPPMA. The optional 4 x 10's schedule does not allow for any overtime other than casual or incidental overtime. Should the needs of the project be such that other than casual or incidental overtime is required, the Contractor shall be required to revert back to a 5 x 8's schedule with appropriate overtime pay. The optional 4 x 10's schedule shall not be used to avoid paying overtime for the 9th and 10th hour of work, Monday through Thursday.

Option #1: Four (4) Day Work Week, Ten (10) Hours per Shift
(4 x 10's with Make-up Day)

- A. The employer may change the work week from five (5) days at eight (8) hours per day to four (4) days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The employer has the option of establishing a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the employer near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is

down due to weather conditions, a holiday or other conditions beyond the control of the employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the employer; the union will be advised of the starting time.

- C. An employer may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day. In the event the job is down due to weather conditions, a holiday or other conditions beyond the control of the employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.
- D. Employees who inform their employers on the last scheduled workday prior to the make-up day that they do not wish to work the make-up day, will not be penalized.
- E. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the employer shall have the option to work those employees on an eight (8) hour schedule.

Option #2: Four (4) Day Work Week, Ten (10) Hours per Shift
(4 x 10's without Make-up Day)

- A. The employer may change the workweek from five (5) days at eight (8) hours per day to four days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the employer near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the employer; the union will be advised of the starting time.
- C. An employer may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day.

- D. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the employer shall have the option to work those employees on an eight (8) hour schedule. All time worked on Sunday and holidays set forth in Article XIX of the General Presidents' Agreement shall be paid for at the rate of double time.

It is understood by the parties hereto that the General Presidents' Committee reserves the right to make periodic reviews to determine whether these provisions for 4 x 10's serve the purpose for which it was intended and may rescind these provisions if so determined.

6. Employees will ingress the project at the start of the shift on the employee's time and egress the project at the end of the shift on the employer's time.

ARTICLE XV: SHIFT WORK CONDITIONS (Bulletins 1 & 3)

1. When so elected by the Contractor, multiple shifts of at least three (3) consecutive work days duration may be worked. When two (2) or three (3) shifts are worked, the first (1st) or day shift shall be established on an eight (8) hour basis, the second (2nd) shift shall be established on a seven and one-half (7-1/2) hour basis, and the third (3rd) shift shall be established on a seven (7) hour basis. The Contractor may establish extended scheduled overtime with respect to any shift. In the event that an employee does not work a full second or third shift, said employee shall be paid for actual time worked, plus one-half hour for the second shift and actual time worked plus one hour for the third shift.

Any violation of the shift provisions to circumvent the regular overtime provisions of this Agreement by unnecessary fluctuation of the three (3) consecutive work day provision then all employees on such shifts will be paid at the appropriate overtime rate.

The determination of the start of multiple shifts is the prerogative of the Contractor. If it is necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XIV, Paragraph 1, shall apply and will be considered the beginning of the three (3) consecutive work days. **(Bulletins 4 & 6)**

The number of craft workers and/or crafts may be increased or decreased as the work load requires, with no requirement that an individual craft work the three (3) full days.

2. The pay for the second (2nd) and third (3rd) shifts shall be equivalent of eight (8) times the employee's straight time hourly rate.

ARTICLE XVI: HOLIDAYS (Bulletins 2 & 14)

1. The following seven (7) days shall constitute the legal holidays within the terms of this Agreement, except mutually agreed to changes with the Committee: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he/she is to be paid double time.

2. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday; if any of the above holidays fall on Saturday, Friday shall be observed as the holiday. For premium purposes, holidays celebrated as such shall be utilized for the computation for overtime pay.

ARTICLE XVII: REPORTING TIME AND CALL-INS

1. Reporting Pay

When an employee or new hire reports to work on any shift between the established hours of his/her regular work and is not given the opportunity to work because none was available and was not notified before the completion of the previous day's work, he/she shall be paid two (2) hours reporting time.

When employees start to work they shall be paid not less than four (4) hours and if they work beyond the four (4) hours, they shall be paid for actual time worked. It shall be the Contractor's prerogative whether or not to stop work.

If an employee refuses to start or stops work on his/her own volition, the minimum set forth herein shall not apply.

Reporting pay as defined in this Article shall be paid at the straight time hourly rate. However, when employees report for scheduled work on Saturday, Sunday or on holidays and are not given the opportunity to work because none is available, they shall be paid two (2) hours pay at the appropriate overtime rate, time and one-half (1-1/2x) for Saturdays and double time (2x) for Sundays and holidays.

Scheduled work occurs when employees are notified during their last regularly scheduled work day that they are scheduled to work on Saturday or Sunday.

2. Call-ins (Bulletin #5)

A Call-in shall be defined as notification to report for work by whatever means to an employee for work outside of his/her regular shift or regularly scheduled day off or holiday. **(Bulletin 4)**

Call-ins as defined above shall be paid in accordance with one of the following categories:

- A. A Call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- B. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than four (4) hours at the applicable overtime rate for that day except when his/her call-in is prior to and continuous with his/her normal work hours.
- C. If there is an overlapping of a worker's time from the fifth (5th) day to the sixth (6th) day, the sixth (6th) day to the seventh (7th) day, or holidays as a result of a Call-in from one day to the next, the employee shall be paid under the four (4)

hour plan as outlined in the subsection (b) above at the applicable overtime rate, but at no time will he/she receive the four (4) hour guarantee more than once for any one Call-in.

3. On a Call-in when guaranteed hours prevail the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his/ her own and without the approval of the Contractors representative, he/she shall be entitled to pay for the hours actually worked in the day, and the four (4) hour minimum conditions shall not apply.

ARTICLE XVIII: TOOL ROOMS

1. The Contractor and the Unions agree that it shall be the owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the manpower required for the operation of the centrally located tool room and warehouse may at the owner's option be employed directly by the owner.

Craft personnel who customarily provide their own tools and equipment shall provide the same tools and equipment under this agreement.

2. If it is the intention of the Contractor to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this Agreement.

ARTICLE XIX: FIRST AID, SAFETY AND WORKERS COMPENSATION

The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant. **(Bulletins 8 & 12)**

The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any owner mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. Any discriminatory practices under this Article shall be subject to the grievance procedure. All substance abuse programs shall be submitted to the GPPMA Committee for distribution prior to implementation.

The Employer and local unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties and shall be made a part of the Agreement to the extent permitted by law.

On the day the employee is injured and it is necessary to see a doctor, the employee will be taken to the doctor and shall be paid for time worked but not less than eight (8) hours' pay at the applicable rate.

If subsequent visits are required, the appointments will be made after regular working hours by the company doctor, if possible. If, through no fault of the employee, the doctor requires that an appointment be made during regular working hours, the employee shall not lose any time. However, if the employee desires to make an appointment during working hours, he may do so and will not be paid for any loss of time.

If subsequent visits are required and an employee chooses to see a doctor other than the company doctor, it will be on his own time.

ARTICLE XX: PROJECT RULES AND REGULATIONS

1. It is agreed that the contractor may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project.

2. It is understood that these rules and regulations shall not be inconsistent with the terms of this Agreement.

3. Violations of the project rules and regulations is just cause for disciplinary action subject to Article VII (Grievance Procedure) of the Agreement.

ARTICLE XXI: PROTECTIVE LEGISLATION

All employees covered by this Agreement shall have the protection of all existing federal, state and local laws applicable to employees in general.

ARTICLE XXII: PERIODIC CONFERENCE

Periodic Conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE XXIII: SUBCONTRACTING (Bulletin 19)

A contractor may subcontract work under the terms of the General Presidents' Project Maintenance Agreement (GPPMA) granted for that site. A contractor wishing to subcontract work must submit a "Request to Subcontract" form to and receive written approval from the Administrator of the General Presidents' Project Maintenance Agreement prior to awarding any subcontract. All approved subcontractors must sign a "Letter of Assent" form prior to starting work on the project. The "Request to Subcontract" form and the "Letter of Assent" may be obtained from the GPPMA Administrator.

ARTICLE XXIV: HELMETS TO HARDHATS

1. The Employers 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 Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employers (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.

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

ARTICLE XXV: GENERAL SAVINGS CLAUSE

1. Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

2. It is mutually agreed by the parties hereto that if any liability by signatory International Unions to this Agreement should arise, such liability shall be several and not joint.

ARTICLE XXVI: WORK STOPPAGES

1. THERE SHALL BE NO STRIKES, WORK STOPPAGES, PICKETING OR SLOW-DOWNS BY THE UNIONS OR EMPLOYEES AGAINST THE CONTRACTOR OR ANY OTHER CONTRACTOR(S) PERFORMING WORK ON THE PROJECT SITE THAT WOULD AFFECT THE TERMS OF THIS AGREEMENT. THERE SHALL BE NO LOCKOUTS BY THE CONTRACTOR(S).

2. To achieve this end, the following procedures will be followed:

- A. If the Contractor contends that any Union has violated this Section, it will notify immediately the General President(s) of the Union(s) involved advising of that fact. The President(s) will then immediately instruct the Local Union(s) to cease any violation of this Section and advise the Contractor and Committee Chairman of action taken.
- B. After twenty-four (24) hours from the above mentioned notice, if for any reason corrective action has not taken effect, the Contractor shall notify the Chairman of the Committee who will immediately institute any necessary further action. In the event that said further action on the part of the Chairman becomes necessary, it

is understood that the General President(s) involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.

- C. If any of the Unions or the employees contend that the Contractor has violated this Section, such Unions on behalf of the employee will immediately notify the designated representatives of the Contractor who will immediately take any necessary steps within his means to bring about corrective action.

ARTICLE XXVII: TERMS OF THE AGREEMENT

This Agreement shall be in full force and effect for a period of one (1) year from the date of signature and shall continue from year to year thereafter unless sixty (60) days notice of termination is given by either party.

Signed this _____ day of _____, 20_____.

FOR THE COMPANY:

Name and Title

Name of Contractor

FOR THE UNIONS:

General President
International Association of Heat &
Frost Insulators & Asbestos Workers North America

General President
Laborer's International Union of

International President
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers &
Helpers

General President
International Union of Operating
Engineers

President
International Union of Bricklayers and
Allied Craftworkers

General President
International Union of Painters and
Allied Trades

General President
United Brotherhood of Carpenters &
Joiners of America

General President
United Association of Journeymen &
Apprentices of the Plumbing & Pipe Fitting
Industry of the United States and Canada

General President
Operative Plasterers' & Cement Masons'
International Association

International President
United Union of Roofers, Waterproofers
and Allied Workers

International President
International Brotherhood of Electrical
Workers

General President
Sheet Metal Workers' International
Association

General President
International Association of Bridge,
Structural & Ornamental Iron Workers

General President
International Brotherhood of Teamsters

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #1

Reference: Article XV, Sections 1 and 2

Subject: Shift Work Conditions

**Statement
Of Policy:**

The Contractor may schedule multiple shifts. These shifts will last at least three (3) consecutive days. The first or day shift will be eight (8) hours worked for eight (8) hours' pay. The second shift shall be seven and one-half (7 ½) hours worked for eight (8) hours' pay. If Saturday and/or Sunday are worked to establish a shift, they shall be paid at the appropriate premium rate. The shift schedule may begin on any day of the week.

The terms of the shift arrangement shall be deemed fulfilled as long as the shifts remain intact. The number of craftsmen and/or crafts may be increased or decreased as the work load requires, with no requirement that an individual craft work the three (3) full days.

The shift may be worked on a two-to-three shift basis. In the event overtime is worked on the first shift, it shall commence after eight (8) hours, on the second shift after seven and one-half (7 ½) hours, and on the third shift after seven (7) hours.

It may be necessary to utilize employees from previous shifts in order to man a shift situation. In this case, if an employee from a previous shift is used as part of a shift arrangement within a 24-hour period, he shall be paid the overtime rate as stipulated in Article XII, Paragraph 1.

When an individual works through two (2) consecutive eight (8) hour work periods, he shall remain on overtime until he receives a shift break of a minimum of seven (7) hours. This does not apply to call-ins as defined in Article XVII.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #2

Reference: Article XVI, Sections 1 and 2

Subject: Holidays

**Statement
Of Policy:**

There are seven (7) holidays listed in the Agreement. These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he is to be paid double time.

When a timely request in writing has been submitted by the Contractor to the Committee, a holiday may be changed to fit the client's need.

It is possible to mutually change the holidays listed in this Agreement to conform with clients' and/or local observance, but the number of holidays shall not exceed seven (7).

Where a plant has more than seven (7) holidays, only the seven (7) holidays stipulated in the General Presidents' Project Maintenance Agreement by Contract will prevail for premium pay when worked. Plant management may have two alternatives for this type of situation. In the event the entire plant is shutdown and there are no work orders, there will be no work for the Building Trades crafts on that day. However, in some plants, due to the shutdown of the plant operation, the client will utilize this holiday to perform maintenance, repair and renovation work with the Building Trades crafts.

For the Joint Interpretations Committee:


William Keczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #3

Reference: Article XV

Subject: Shift Work Conditions

**Statement
Of Policy:**

Where a shift or shifts are established, the employer is required to work building tradesmen for a minimum of three (3) days on the second and / or third shifts.

Building tradesmen may be added or deducted from each shift as needed.

However, a failure to maintain any shift for three (3) days minimum will require the employer to compensate each employee on the shift which was cancelled under the overtime provisions of the agreement.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors.

July 1, 2006
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #4

Reference: Article XIV, Section 2

Subject: Day Work Schedules

Reference: Article XV, Section 1

Subject: Shift Work Conditions

Reference: Article VXII, Section 2


Subject: Reporting Time and Call-ins


**Statement
Of Policy:**

For the purpose of computing overtime, the start of the work day shall be considered as the start of the day work schedule as defined in Article XIV of the Agreement and continue for a 24-hour period. This shall include all work performed on Saturday, Sunday and holidays.

Request for variances to this Policy can be made to the General Presidents' Committee under the provisions of Article 1, Paragraph 2.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Control


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #5

Reference: Article VXII, Section 2

Subject: Call-ins

**Statement
Of Policy:**


Questions have arisen over the proper pay for call-ins after established quitting time during an employee's normal work week and the interpretations of call-ins on an employee's scheduled "day off".

When an employee is called into work before the established starting time and after the established quitting time of his regular shift, he shall be paid not less than four (4) hours at the applicable rate and if he works beyond the four (4) hours, he shall be paid for actual hours worked except when his call-in is prior to and continuous with his normal work hours.

Holidays that are celebrated by owner employees that are not consistent with those set forth in Article XVI of the Agreement are considered normal work days under the terms of the General Presidents' Agreement. If all or a portion of the work orders are withheld by the owner on these owner holidays, then these days shall be considered scheduled days off for employees affected. If the affected employees are then subsequently called into work, they shall be paid in accordance with Section 2B of this article.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #6

Reference: Article VX, Section 1

Subject: Shift Work Conditions

**Statement
Of Policy:**

Where job conditions and/or work schedules of the Owner require changes in starting times or multiple starting times for shifts, then such times may be implemented by the Contractor as needed.

When such changes in starting times or multiple starting times are necessary, the Contractor shall notify the local unions and the Administrator of the General Presidents' Committee on Contract Maintenance advising of the effective date and reasons for same.

When multiple starting times are being used, if one-half or more of the normal work hours fall within the regularly scheduled work hours of a particular shift, then that shift must be used to determine the proper shift premium for the entire shift.

(Overtime hours shall not be used in determining the normal work hours of a shift).

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #7

Reference: Article XII, Section 1

Subject: Apprentice Wage Rates

**Statement
Of Policy:**

On GPPMA projects where a wage modification is in effect, apprentices shall be paid in accordance with local area apprentice requirements not to exceed 5% below the modified journeyman wage rates.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #8

Reference: Article XIX


Subject: First Aid, Safety & Workers Compensation – Safety Equipment


This article is intended to provide for maximum safety protection and safe work practices on all projects. The question submitted addresses the requirements of employers to provide or furnish "standard steel toe" safety shoes required by OSHA standards or required by contractors and owners to comply with job safety rules and safe work practices.

**Statement
Of Policy:**

When required for the Project, the employee shall furnish and wear "Personal Protection – Protective Footwear" (Safety Shoes) that meet the requirements of ANSI Z41 – 1991 as defined by OSHA standards.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors.

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #9

Reference: Article XII, Section 2

Subject: Appropriate Fringe Benefit Funds – Statement of Policy

This section of the agreement is in need of further clarification with reference to the requirement of contractors to make contributions to employee fringe benefits that are provided through "other monetary funds".

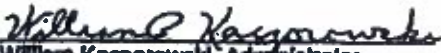
**Statement
Of Policy:**

The intent of this section is that only bona fide benefits which accrue to the direct benefit of the individual craft employee is required and must be included on the Schedule "A" of wages and fringe benefits and paid by the contractor. Fringe benefits that are recognized as direct employee benefits are pension, health and welfare, annuity, vacation, apprenticeship and training.

The AMC – GPC Joint Labor/Management Interpretations Committee will, upon request, review new jointly administered international union monetary funds.

The criteria for contractor payment into these funds is based on the determination as to whether the fund provides benefits that accrue directly to an individual craft employee, such as advanced skills training and safety training and provided that such programs do not duplicate similar benefits that are provided through locally negotiated funds that are provided for in Schedule "A" of a General Presidents' Agreement.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #10

Reference: Article XII, Section 2

Subject: Delinquency in the Payment of Fringe Benefit Contributions

This article provides for the prompt payment of contributions into fringe benefits as negotiated in local and/or national working agreements. The question submitted addresses situations where employers are delinquent in contribution payments and fail to pay after proper notice from the union.

**Statement
Of Policy:**

Once an employer has been notified by certified mail, return receipt requested, that he is delinquent in his contributions to fringe benefit funds which have been recognized as payable under the General Presidents' Agreement, and does not respond positively by forwarding said contributions to the appropriate place of receipt within twenty (20) business days, the affected union may legally withhold the services of its members.

The above provision shall not apply to disputes between the employer and the union over whether or not a trust fund contained in a local and/or national agreement is recognized under the GPA or to other disputes involving the contribution rate to be paid into a specific fund. Such disputes are to be referred to the Joint AMC/GPC Interpretations Committee for resolution.

It is understood that nothing contained herein shall permit the union to establish picketing or hand billing of any kind at any of the employer's jobsites where the General Presidents' Agreement is in place.

For the Joint Interpretations Committee:


William Keczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #11 (Revised 4/1/09)

Reference: Article IX

Subject: Appropriate Pay for Jobsite Representative

This section of the agreement is in need of further clarification with reference to the requirement to pay the Jobsite Representative not less than the equivalent of the craft foreman's pay and to also guarantee the Jobsite Representative forty (40) hour per week.

**Statement
Of Policy:**


The intent of this section is to ensure that the Jobsite Representative receives the foreman's rate for his craft on a forty (40) hour basis, including fringes. This requirement only applies to the Jobsite Representative for a primary General Presidents' Agreement holder who employs more than one craft on a continuing basis.

If the General Presidents' Agreement contractor is employed as a sub-contractor to the primary General Presidents' Agreement contractor, or if the General Presidents' Agreement primary contractor only employs one craft, these provisions are not applicable. However, this waiver is not applicable if the General Presidents' Agreement primary contractor employing only one craft is the only General Presidents' Agreement contractor at that particular location.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


I. J. Cakraro, President
Associated Maintenance Contractors


Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #12

Reference: Article XIX

Subject: First Aid, Safety and Workers Compensation

The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the following issues:


1. Laundering modesty garments
2. Mandatory safety glasses

**Statement
Of Policy:**

With regard to the above two issues, the Joint Labor/Management Interpretations Committee has concluded the following:

1. Laundering modesty garments – When an owner/contractor furnishes modesty garments and other personal protective clothing on a project, the owner/contractor will be responsible for laundering and maintaining such protective clothing.
2. Mandatory safety glasses – When employees are required to wear basic safety glasses that exceed the requirements of OSHA Safety and Health Standards (29 CFR 1926/1910), these glasses must be furnished at no cost to the employees regardless of prescription requirements.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #13

Reference: Article III, Section 6

Subject: Union Security and Referral, Reverse Layoff


**Statement
Of Policy:**

The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue of "reverse layoff", provided for in the referral provisions of some local union agreements.

The Joint Labor/Management Interpretations Committee concluded that reverse layoff provisions, even when made part of the hiring hall procedures in local union agreements, are inconsistent with the terms of the General Presidents' Project Maintenance Agreement and therefore are not recognized.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #14

Reference: Article VXI

Subject: Holidays

The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue concerning a client's request to a General Presidents' Agreement contractor to "not schedule" some or all of the contractor's employees for short durations because the client's in-house employees will also be scheduled off and the plant will either not be in operation, or the in-house crews and supervisors will be greatly diminished because of an in-plant holiday, holidays or an in-plant vacation week when all but minimal in-house crews will be scheduled to handle any emergencies that may arise when the rest of the in-plant employees are scheduled off.


Examples are in-plant holidays which are not holidays covered under the General Presidents' Agreement for the contractors' employees, such as Lincoln's Birthday. On situations where the in-plant forces are scheduled off on Christmas Eve Day and Christmas Day or Thanksgiving Day and the day after Thanksgiving, or in very rare cases, when a client's in-house employees are scheduled off for an entire week, such as the week between Christmas and New Year's.

**Statement
Of Policy:**

It will not be considered a violation of the General Presidents' Agreement for the contractor to conform to the owner's request under the examples illustrated herein. However, if an individual craft employee requests a layoff in situations involving more than two (2) days so that he/she can return to the out-of-work list at his/her hiring hall to avoid losing wages, the layoff must be granted by the contractor. The termination must not be designated as a quit.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #15

Reference: Article II, F, Management Rights and Article IX, Jobsite Representative

Subject: Management Rights/Jobsite Representative


The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue of government agency and/or owner mandated unscheduled stop work orders.

**Statement
Of Policy:**

The Joint Labor/Management Interpretations Committee concludes that when a government agency and/or owner in respect to the operation of the plant mandates certain interruptions or stoppages of work being performed by a General Presidents' Agreement contractor, which are beyond control of the contractor, the provisions of Article II, Paragraph F, concerning the guaranteed forty (40) straight time hours for top hourly craft supervisors and the provisions of Article IX concerning the guaranteed forty (40) hours per week for the Jobsite Representative are not applicable.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #16

Reference: Article XII, Section 7

Subject: Wage Rates, Fringe Benefits and Payday


The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue related to Article XII concerning late payment of payroll checks due to a holiday.

**Statement
Of Policy:**

The Joint Labor/Management Interpretations Committee agreed that the intent of Article XII, 7, has long been interpreted as three (3) working days, Monday through Friday, excluding holidays. Therefore, the Committee concluded this is not a violation of the intent and spirit of the General Presidents' Agreement.

For the Joint Interpretations Committee:


William Koczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #17

Reference: Article II

Subject: Management Rights, Employment Questionnaires Regarding Physical Capabilities

**Statement
Of Policy:**

The Joint Labor/Management Interpretations Committee has concluded that pre-hire health/fitness for duty/physical capabilities questionnaires, which may be used by an employer to determine the physical capabilities of a worker to perform certain work tasks, are acceptable and are not inconsistent with the GPPMA, provided that they are not in conflict with local, state, and/or federal laws and further provided that the information collected is not used in a discriminatory manner. Any employment action arising from the information obtained in such questionnaires is subject to the grievance procedures of the GPPMA.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR/MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #18 (5th Revision, May 20, 2015)
(4th Revision, December 14, 2011)
(3rd Revision, July 1, 2010)
(2nd Revision, January 1, 2008)
(Revised June 1, 2007)

Page 1 of 3

Reference: Article XII, Section 2

Subject: Fringe Benefits

Statement of Policy

The General Presidents' Project Maintenance Agreement (GPPMA) Joint Labor/Management Interpretations Committee has received a number of requests to review certain Cooperative Fringe Funds that have been established by several of the International Unions or the North American Building Trades Unions (NABTU) of the AFL-CIO in cooperation with Management. The purpose of the review was to determine whether these funds were fringe benefits as defined under the terms of Article XII – WAGES RATES, FRINGE BENEFITS, AND PAYDAY, Section 2 of the GPPMA.

After an extensive review of the funds submitted for consideration, the Joint Labor/Management Interpretations Committee has determined that the funds listed below are jointly administered by labor and management trustees and that said funds provide for education and training of members of the respective unions. Further, it is the intent of the Joint Committee to only recognize funds that meet the above criteria that have been established by the International Union(s) signatory to the GPPMA or the NABTU. Similar funds established by any other labor agreement will not be recognized under the GPPMA for mandatory payment but such funds may be voluntarily paid by a contractor working under the GPPMA. Additionally, provisions in other agreements that establish similar funds that require additional payments into apprenticeship/training or other funds, should a contractor decline to pay into the similar funds, shall not be recognized under the GPPMA.



GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



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(Revised June 1, 2007)

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The Joint Labor/Management Interpretations Committee has concluded that the funds listed below meet the criteria and definition as set forth in Article XII, Section 2 of the GPPMA and that they are, in fact, bona fide fringe benefits. Accordingly, contractors performing work under the GPPMA must make the required contributions to the following International Union or NABTU Funds, if those funds are also recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project:

- Laborers International Union, LECET
- International Brotherhood of Boilermakers, MOST
- International Union of Painters, PATLMCF
- Sheet Metal Workers' International Union, SMOHIT
- International Association of Iron Workers, IMPACT
- Carpenters International Training Fund*
 - * Formerly known as United Brotherhood of Carpenters UBC Ed Fund (name changed 7/1/2011)
- International Brotherhood of Electrical Workers, NLMCC
- International Union of Bricklayers, IMI**
 - ** Added effective June 1, 2007
- Asbestos Workers' Labor Management Cooperative Trust***
 - *** Added effective January 1, 2008
- Millwright Industry Trust (only payable on MW hours) ****
 - **** Added effective July 1, 2010



GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



Bulletin #18 (5th Revision, May 20, 2015)
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(Revised June 1, 2007)

Page 3 of 3

- Center for Military Recruitment, Assessment and Veterans' Employment (CMRAVE) Fund***** (for the Helmets to Hardhats Program)

*****Effective August 1, 2015, the contribution rate shall increase from \$0.01/craft man-hour worked on all new and existing GPPMAs to \$0.05/craft man-hour worked. The new contribution rate of \$0.05/craft man-hour worked for existing GPPMAs shall commence with the start of the first full payroll period after August 1, 2015.

Contrary to the provisions of the last sentence of the third paragraph of this bulletin, there is no requirement that the CMRAVE Fund be recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project. The contribution form for the CMRAVE Fund will be supplied to the contractor(s) by the NABTU.

For the Joint Interpretations Committee:

Brent Booker, Secretary/Treasurer
North American Building Trades
Unions (NABTU)

Ronald G. Weatherred, President
Associated Maintenance Contractors
(AMC)

May 20, 2015
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #19

Reference: Article XXIII

Subject: Subcontracting

**Statement
Of Policy:**

Contractor wishing to subcontract work must submit as "Request to Subcontract" Form to and receive written approval from the Administrator of the General Presidents' Project Maintenance Agreement prior to awarding any subcontract. All approved subcontractors must sign a "Letter of Assent" form prior to starting work on the project. The "Request to Subcontract" and the "Letter of Assent" are provided below.

REQUEST FOR PERMISSION TO SUBCONTRACT

The General Presidents' Committee on Contract Maintenance has adopted a policy for subcontracting certain work under the terms of the General Presidents' Project Maintenance Agreement. The following is the "Statement of Policy":

A GPA contractor may, due to special work requirements, subcontract certain work to qualified contractors under the terms of the General Presidents' Agreement granted for that site. Subcontracting, as a means to circumvent the General Presidents' Agreement, will not be permitted. **ALL SUBCONTRACTORS MUST BE APPROVED BY THE GENERAL PRESIDENTS' COMMITTEE PRIOR TO COMMENCEMENT OF THE WORK!**

Name and Address of the Contractor (GPPMA Holder): _____

Client / Owner: _____

Name & Location of Plant or Project: _____

Name & Address of Subcontractor & Company Representative: _____

Telephone: _____ Fax: _____

Email: _____

Proposed Starting Date of Subcontract Work: _____



Approximate Duration: _____

CRAFTS & APPROXIMATE NUMBERS OF EACH REQUIRED:

Asbestos Workers _____	Electricians _____	Painters _____
Boilermakers _____	Iron Workers _____	Pipefitters _____
Bricklayers _____	Laborers _____	Roofers _____
Carpenters _____	Millwrights _____	Sheet Metal _____
Cement Masons _____	Oper Engrs _____	Teamsters _____

Brief Description of Subcontract Work to be Performed and Reason for Subcontracting:

Signature & Title

Date

SEND TO:

William (Giz) P. Kaczorowski, Administrator
Building and Construction Trades Department
815 16th Street, NW, Suite 600
Washington, DC 20006
Fax: (202) 756-4617

Name & Address of Contractor
(GPA Holder):

Name & Address of Subcontractor:

Proposed Starting Date of Subcontract Work: _____

Approximate Duration: _____

Description of Work being Subcontracted: _____

LETTER OF ASSENT

The undersigned Employer, as a subcontractor to _____, the agreement holder hereby agrees to comply with all of the terms and conditions of the General Presidents' Project Maintenance Agreement. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Employer as though the Employer has signed the above referred to agreement.

The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agrees 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 Employer. Nothing contained in this Section is intended to require the Employer to become part to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required under the General Presidents' Project Maintenance Agreement, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Each Employer performing work under this Agreement shall be required to contribute to the General Presidents' Project Maintenance Agreement by Contract Labor-Management Trust Fund. Such contributions shall be made on an annual basis. The amount to be contributed shall be determined by the Fund Trustees. Payment shall be made within thirty (30) days of notification by the Administrator of General Presidents' Committee on Contract Maintenance to the Employer of the amount owed. The failure of an Employer to make the required contributions in a timely manner shall constitute a material breach of the Agreement and as such, the Fund Trustees are empowered to take any or all of the actions outlined in the following paragraph to collect the amounts owed.

This Letter of Assent shall become effective and binding upon the undersigned Employer this _____ day of _____, 20____, and shall remain in full force and effect until the completion of the above stated project.

FOR THE SUBCONTRACTOR:

CLIENT / OWNER PROJECT LOCATION:

Name of Company

Signature & Title of Officer

Telephone Number

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #20

Reference: Article VII, 1st paragraph

Subject: Grievance Procedure

**Statement
Of Policy:**

The reference to "calendar days" as contained in the above referenced paragraph shall be changed to "working days". Accordingly, the 1st paragraph of Article VII: Grievance Procedure is changed to read as follows:

Quote.

Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedure set forth herein. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within five (5) working days after the alleged violation was committed. Grievances shall be appealed to the next higher step within ten (10) working days after the meeting in the lower step. The respective five-day and ten-day limits between grievance steps may be extended by mutual agreement of the parties. Settlement of grievances may be arrived at in any step of the grievance procedure and shall be final and binding upon the Union and the Employer.

End Quote.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T. J. Reddington, President
Associated Maintenance Contractors

October 4, 2005
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #21


Reference: Article XV

Subject: Shift Work Conditions

**Statement
Of Policy:**

On two (2) shift operations, regardless of starting time and whether or not the shifts range from eight (8) to twelve (12) hours in duration, the shift premium for the second shift shall be seven and one-half (7 ½) hours worked for eight (8) hours pay plus applicable overtime. This policy shall also apply on work performed on weekends and holidays.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement


T. J. Reddington, President
Associated Maintenance Contractors

November 8, 2006
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #22

Reference: Article XIX

Subject: First Aid, Safety and Workers Compensation

**Statement
Of Policy:**

The following is added as the seventh (7th) paragraph to Article XIX:

For all Agreements granted June 1, 2007 or after, all parties hereto agree to participate in and abide by the Building Trades National Drug and Alcohol Program (hereinafter referred to as the "BTNDAP" Program), or participate in and abide by a drug testing program that has been recognized and granted reciprocal status by the BTNDAP. A waiver to this provision for a specific project or projects, with which the owner's or contractor's internal corporation policies differ, shall be granted.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement


T. J. Reddington, President
Associated Maintenance Contractors

June 1, 2007
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #23

Reference: Article XII

Subject: Wage Rate, Fringe Benefits and Pay Day

**Statement
Of Policy:**

The Joint Interpretations Committee reviewed a request from the Teamsters regarding whether or not vacation provisions contained in a local agreement that provides vacations based on the length of service rather than an hourly contribution are payable under the GPPMA.

The Joint Committee concluded that vacation provisions contained in local agreements that accrue to the direct benefit of the individual craft employee that are based upon length of service are in fact bona fide fringe benefits and therefore payable under the GPPMA.

For the Joint Interpretations Committee:


William Kaczorowski/Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

June 14, 2007

Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #24

Reference: Article XII, Wage Rates, Fringe Benefits, and Payday


Subject: Pension Fund Changes under the Pension Reform Act of 2006

Statement Of Policy: A question has been raised concerning the applicability of Article XII: Wage Rates, Fringe Benefits, and Payday under the General Presidents' Project Maintenance Agreement (GPPMA) as it applies to changes adopted by the parties to a local collective bargaining agreement as part of a rehabilitation plan under the Pension Protection Act of 2006.

After extensive review it is agreed that Article XII: Wage Rates, Fringe Benefits and Payday states in part that "The Employer 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 into and paid out of such trust funds."

Therefore, it is the interpretation of the Labor/Management Joint Interpretations Committee that where a contribution schedule is adopted by the parties to a local agreement in order to implement a rehabilitation plan under the Pension Protection Act of 2006, that such schedule becomes the applicable schedule for payment of contributions by employers signatory to the GPPMA agreement.

For the Joint Interpretations Committee:


William P. Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


J. J. Cakrane, President
Associated Maintenance Contractors

March 12, 2008
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #25

Reference: Article XXVI

Subject: Work Stoppages

Question: Can a contractor working under a GPPMA that is also signatory to a local labor agreement in the same geographic area of a GPPMA project participate in local collective bargaining negotiations?

**Statement
Of Policy:**

After a thorough review of the language of the GPPMA it was the unanimous determination of the Joint Interpretations Committee that a contractor may participate in local labor agreement negotiations. Such participation shall not interfere with nor change the provisions of Article XXVI: WORK STOPPAGES of the GPPMA for the project(s) being performed under the GPPMA.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


I. J. Chikane, President
Associated Maintenance Contractors

MAY 7, 2008
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #26

Reference: Article III

Subject: Union Security and Referral

Question: The General Presidents' Project Maintenance Agreement (GPPMA) Joint Labor/Management Interpretations Committee was asked to review the issue of whether or not it is the contractor's responsibility to pay the cost of the Transportation Worker Identification Credential (TWIC) for employees covered by the GPPMA?

**Statement
Of Policy:**

After a thorough review of the language of the GPPMA the Joint Labor/Management Interpretations Committee unanimously determined that there are no provisions in the GPPMA that requires the contractor to pay the cost of the TWIC.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance


L.J. Calcrane, President
Associated Maintenance Contractors


Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #27
(Revised 9/22/10)

Reference: Article XIV: Day Work Schedule

Subject: Fatigue Management – Nuclear Power Plants – Optional Work Schedule

**Statement
Of Policy:**

In order to comply with CFR Part 26, Subpart I, Managing Fatigue Compliance for site work in the nuclear industry, the following section is added to Article XIV: Day Work Schedules. This schedule may only be used for nuclear work and is an optional schedule which may be implemented at the discretion of the contractor. It should be noted that other work week schedules may be developed by the contractor and applicable local unions and/or local building trades council. Final approval of such other work week schedules must be granted by the General Presidents' Committee.

7. On projects subject to the Nuclear Regulatory Commission's Rule limiting hours an employee may work to seventy-two (72) hours per week, the Employer may establish a six (6) day, twelve (12) hour shift. All time on site, including lunch, shall be paid time. When implemented, each employee shall receive thirty-two (32) hours straight time pay, twenty-eight (28) hour pay at the rate of time and one-half (1.5x), and twelve (12) hours pay at double (2x) time. To be paid, hours must be worked. Each Employee shall be designated a day off during each full seven (7) day work week. The following chart provides an example of how the work hours are to be paid during the six (6) day work week.

Example


S	M	T	W	T	F	S
8	8	8	0	8	8	8
ST	ST	1.5x	off	2.0x	ST	ST
4	4	4	0	4	4	4
1.5x	1.5x	1.5x		2.0x	1.5x	1.5x

It is understood that the day before the designated day off will be paid at the rate of time and one-half (1.5x) and the day after the designated day off will be paid at double time (2x). The intent of this provision is to equalize pay for all craft persons for the week. Accordingly, the provisions of Article XVI regarding payment of Holidays worked and Article XV regarding payment of Shift Work Conditions shall not apply. This seventy-two (72) hour work week option may only be utilized for up to sixty (60) consecutive days. For work days beyond the 60th day, the contractor and applicable local unions will develop a work schedule consistent with the applicable federal regulations and applicable rates of compensation.

In order to clarify and enhance the understanding of Bulletin #27, the "Frequently Asked Questions" attachment hereinafter referred to as "Attachment #1 to Bulletin #27 (Revised 9/22/10)" is made a part of this Bulletin. Attachment #1 to Bulletin #27 (Revised 9/22/10) was developed by a Special Session of AMC Contractors and International Unions signatory to the GPPMA on August 10, 2010 and September 22, 2010.

For the Joint Interpretations Committee:


William F. Kaczorowski, Administrator
General Presidents' Project
Maintenance Agreement by Contract


T. J. Reddington, President
Associated Maintenance Contractors
9-22-10
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



Value on Display. Every Day.



Attachment #1 to GPPMA Bulletin #27 (Revised 9/22/10)

Frequently Asked Questions

Developed by a Special Session of AMC Contractors and International Signatory Unions on August 10, 2010 and approved and adopted by the Joint Labor/Management Interpretations Committee on September 22, 2010

1. Does the Bulletin 27 optional work schedule apply to all covered work or any outage project?

Answer: Bulletin 27 can be applied at the Contractor's discretion to any work scope during an outage period to address the needs of a project.

2. Can the projects that come under covered work vary from site to site?

Answer: Yes. It is the plant owner's discretion to assess and determine what is considered covered work with the understanding that such determinations are subject to the regulations of the NRC Fatigue Rules. The determination of what is covered work may vary from site to site based on each plant owner's assessment.

3. Can members of one craft or crew work Bulletin 27 and other members of that same craft or crew work another schedule?

Answer: Yes. Work may be performed with a Bulletin 27 schedule or other GPPMA work schedules during the outage period. There is no requirement that an entire craft or crew must all be on a Bulletin 27 schedule.

4. Must all crews working covered work be on a Bulletin 27 schedule?

Answer: No. The Contractor may schedule work under the standard terms of GPPMA Article XIV or negotiate mutually agreed upon work schedule and shift arrangement with the local Unions.

5. What do you pay an employee whose first day on the job at the start of a Bulletin 27 schedule is the day before their scheduled day off or on the day after their scheduled day off?

Answer: If an employee starts a Bulletin 27 work schedule the day before their scheduled day off, they are paid their hourly rate at time and a half for that day. If an employee starts a Bulletin 27 work schedule the day after their scheduled day off, they are paid their hourly rate at double time for that day. (See Example work week diagram provided in Bulletin 27 document for further illustration.)



6. Does the Bulletin 27 schedule have to start on first day of the pay week?

Answer: No. A Bulletin 27 schedule may start on any day of the work week according to the needs of a project.

7. Can a Bulletin 27 schedule end mid-week?

Answer: Yes. A Bulletin 27 schedule may end in the middle of a work week according to the needs of a project.

8. If a project using Bulletin 27 is delayed or the needs of the project change can the Contractor stop the Bulletin 27 schedule for a period of time and start again when needed?

Answer: Yes. The Contractor may implement the Bulletin 27 at its discretion in consideration of the needs of project scope or schedule.

9. If a craft on Bulletin 27 is asked to work their scheduled day off, what is the rate of pay for the craft on that day?

Answer: The rate of pay for craft working their scheduled day off under a Bulletin 27 schedule will be their hourly rate at straight time.

10. Is Bulletin 27 an option schedule?

Answer: It is not mandatory that the Contractor implement Bulletin 27 under any circumstances. Implementation of a Bulletin 27 schedule is optional to be used at the discretion of the Contractor in consideration of the needs of a project.

11. What does an employee get paid for a holiday worked under Bulletin 27?

Answer: An employee will get paid in accordance with their Bulletin 27 work schedule regardless of whether the work day falls on a holiday. The terms of GPPMA Article XVI do not apply under a Bulletin 27 schedule.

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #28

Reference: Article XIX, 2nd paragraph

Subject: First Aid, Safety and Workers Compensation

A number of questions have been raised from various parties to the General Presidents' Project Maintenance Agreement relative to the proper compensation, if any, due an employee/applicant whose substance abuse test results are non-negative and are subsequently determined to be negative after a more sophisticated analysis. The Joint Labor/Management Interpretations Committee has been asked to determine how the person in question is to be compensated.

**Statement
Of Policy:**

The Committee concluded that an employee/applicant who has submitted a specimen for a screen and whose drug test ultimately results in "Current" (Negative, Compliant) status, shall be compensated for any time that his/her scheduled shift/shifts worked, while waiting for the final/confirmed result of the drug test, provided:

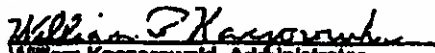
1. The employee/applicant provides accurate contact information on Chain of Custody form, cell phone or home phone #, to the employer so he/she can be reached by the Medical Review Officer (MRO).
2. The employee/applicant is available for contact by the MRO between 8 a.m. and 4 p.m.; and
3. The employee/applicant provides the MRO with requested information in a "timely" manner.

Failure by the employee/applicant to comply with the above conditions will result in forfeiture of any waiting pay / allowance.

An employee/applicant whose ultimate substance abuse analysis results in "Non-Current" (non-negative, out of compliance) will not be compensated for any waiting time incurred.

The Committee retains the right to address any grievance alleging misuse of this bulletin either on behalf of the employer or employee.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement


T.J. Redington, President
Associated Maintenance Contractors

January 18, 2010
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #29

Reference: Article I, Section 1 (2nd Paragraph)

Subject: Intent and Purposes

The General Presidents' Project Maintenance Agreement (GPPMA) Joint Labor/Management Interpretations Committee has received a request to include the "United Association (UA) National Specialty Agreement for the United States of America" (as it applies to welding) in the list of agreements set forth in Article I, Section 1 (2nd paragraph) of the GPPMA. After a review of the UA National Specialty Agreement and extensive deliberations, the GPPMA Joint Labor/Management Interpretations Committee approved its inclusion in the list of agreements. Accordingly, the existing Article I, Section 1 (2nd paragraph) of the GPPMA is deleted in its entirety and replaced with the following.

**Statement
Of Policy:** New – Article I, Section 1 (2nd Paragraph)

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and Unions during the term of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement covers all terms and conditions of employment for working being performed hereunder, except for all work that may be performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Refractory Agreement, the National Agreement of the International Union of Elevator Constructors, the UA National Specialty Agreement for the United States of America (as it applies to welding), or any other such National Agreement approved for use by the parties, providing that the procedures regarding work stoppages and lockouts of the GPPMA apply to such work. However, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Industrial Agreement for Instrument and Control Systems Technicians. The procedures regarding work stoppages and lockouts of the GPPMA also apply to work performed under the above referenced UA/IBEW Joint National Industrial Agreement.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


Ron Weathered, President
Associated Maintenance Contractors

May 9, 2012

Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR/MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #30

Reference: Article XII, Paragraph 7


Subject: Payment of Wages

Statement

Of Policy: The Joint Labor/Management Interpretations Committee was requested to review the policy when an employer fails to provide proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks.

The Committee determined that if an employer fails to provide proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks, employees so affected shall be entitled to four (4) hours' straight time pay for each 24-hour period or portion thereof that said employees must wait to receive the proper payment. The employer will not be assessed the above penalty if in the opinion of the Committee, the reason the employer failed to make timely payment was due to circumstances beyond its control. Additionally, errors in time sheets or payroll checks that result in an employee being paid an incorrect amount shall not trigger the penalty provided that the employer pays the employee the correct amount in a timely manner.

For the Joint Labor/Management Interpretations Committee:


Brent Booker, Secretary-Treasurer
Building & Construction Trades
Department, AFL-CIO


Ronald Weatherred, President
Associated Maintenance Contractors

Date: 

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #31

Reference: Article II, Section 1B

Subject: Management Rights

Reference: Article III, Section 1

Subject: Union Security and Referral

Statement


Of Policy: The issue has been raised as to the intent of Article III, Section 1 addressing the requirement for oilers, maintenance engineers, crane apprentices or similar classifications on truck and crawler cranes with a manufacturer's rating of sixty five (65) ton or over.

Article II, Section 1B and Article III, Section 1, require equal consideration on a comparable basis and represent the "standards or criteria uniformly applied to any maintenance project in the area". The proper application of such "standards or criteria" would represent the local manning requirements referenced in the applicable IUOE local agreement, consistent with safety, quality and operational considerations.

Therefore oilers, maintenance engineers, crane apprentices or similar classifications are required on truck and crawler cranes with a manufacturer's rating of sixty five (65) tons or over.

For the Joint Interpretations Committee:


Brent Booker, Secretary/Treasurer
North America's Building Trades Unions


Ronald G. Weatherred, President
Associated Maintenance Contractors
11-12-14
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR/MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #32


Reference: Article I and Article XII


Subject: Intents and Purposes; and
Wage Rates, Fringe Benefits, and Payday

Question: The question has been raised regarding the need for Pension Trust Funds receiving contributions under this Agreement to qualify for the Construction Industry Exemption under the Employee Retirement Security Act of 1974, as amended.

**Statement
Of Policy:** The General Presidents' Project Maintenance Agreement ("Agreement") is an 8(f) Agreement under the National Labor Relations Act (NLRA) which covers work performed in the building and construction industry and, as such, all work performed under the Agreement qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this Agreement does not qualify for the Construction Industry Exemption authorized by Section 4203 (B)(1)(i) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203 (B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under the Agreement to qualify for the Construction Industry Exemption, the Employer(s) signatory to this Agreement will not be obligated to hire employees covered by such Fund.

For the Joint Labor/Management Interpretations Committee:


Brent Booker, Secretary-Treasurer
North America's Building Trades
Unions


Ronald Weathered, President
Associated Maintenance Contractors

September 23, 2015
Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #33

Reference: Article XII, Sections 7 and 8

Subject: Wage Rates, Fringe Benefits, and Payday

The Joint Labor/Management Interpretations Committee has reviewed the issue of payment of wages on payday via direct deposit and/or debit card.

**Statement
Of Policy:**

The Committee has concluded that it shall not be a violation of the GPPMA for an Employer to provide employees payroll earnings exclusively via Electronic Direct Deposit or, in the event the employee does not have a bank account, Electronic Debit Card Deposit, provided the remainder of the provisions of Article XII, Section 7 requirements are maintained. Additionally, all employees will receive a paper earnings statement for all payroll related deposits and, for those employees who receive payroll compensation via a debit card, one transaction per payroll period will be without fee to the employee. Finally, employees terminating employment will receive final payroll compensation in the form of a paper check on their last day of employment subject to the exception in Article XII, Section 8 for employees who quit without giving sufficient notice to the Employer.

For the Joint Labor/Management Interpretations Committee:


Brent Booker, Secretary-Treasurer
North America's Building Trades Unions


Charles Sekinger, President
Associated Maintenance Contractors

2-10-16

Date of Decision

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #34

Reference: Article II, Section G

Subject: Management Rights

The Joint Labor/Management Interpretations Committee has reviewed the issue of the proper compensation for employees to complete the electronic Personal History Questionnaire (ePHQ) required by owners on nuclear facilities.

**Statement
Of Policy:**

On nuclear facilities where the owner requires contractor employees to complete an ePHQ the following shall apply:

Applicants who complete the owner directed ePHQ pre-employment requirements and are subsequently hired on the project with a validated ePHQ shall be paid, at a minimum, the following stipend on the first full week's pay check:

- A. a stipend equal to two (2) straight time hours of wages and fringes for applicants completing a new or first time ePHQ, or
- B. a stipend equal to one (1) straight time hour of wages and fringes for applicants completing an updated or renewed ePHQ.

It is understood that the above compensation only applies to completing the ePHQ and shall not be considered payment for completing any other employment or security forms.

If there is a change in the NRC standards for the content of the ePHQ the Committee reserves the option to cancel or modify this Bulletin. Additionally, the Committee directs the contractors using this Bulletin to request from the owner statistical data on the actual time required to complete the ePHQ.

This Bulletin #34 is subject to review and possible modification in January 2018.

For the Joint Interpretations Committee:


Brent Booker, Secretary-Treasurer
North America's Building Trades Unions


Charles Sekinger, President
Associated Maintenance Contractors

2-10-16
Date of Decision



Fluor-B&W Portsmouth LLC
P. O. Box 548
Piketon, Ohio 45661

FBP-12-0060
January 24, 2012

VIA ELECTRONIC MAIL

Sean McGarvey
Secretary-Treasurer
Building and Construction Trades Department
815 Sixteenth St., NW, Suite 600
Washington, D.C. 20006-4104

**Re: General Presidents' Project Maintenance Agreement with Addendum
Portsmouth Decontamination & Decommissioning Project
Portsmouth Gaseous Diffusion Plant
Piketon, Ohio**

Dear Mr. McGarvey:

We are in receipt of your letter dated January 24, 2012 advising that the General Presidents' Committee on Contract Maintenance approved a request by the Tri-State Building and Construction Trades Council to approve the General Presidents' Agreement with Addendum for use on the Portsmouth Decontamination & Decommissioning Project. The approval was contingent on Fluor-B&W agreeing that it will include the Agreement with Addendum in its bid documents and require all contractors and sub tier contractors working on the Project to perform all work under the General Presidents' Agreement with Addendum.

This letter will confirm that Fluor-B&W Portsmouth LLC will include the General Presidents' Agreement with the Addendum as approved by the General Presidents' Committee in its bid documents and will require, as a condition of contract award, that contractors and sub tier contractors make formal application for and perform all work under the General Presidents Agreement with Addendum.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Kenneth N. Perry".

Kenneth N. Perry
Senior Director Industrial Relations

cc: Steve Burton, Tri-State BCTC
Jamie Jameson, Fluor-B&W Portsmouth
Bob Nichols, Fluor-B&W Portsmouth
Paul Mohr, Fluor-B&W Portsmouth
Garry Flowers, Fluor

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Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR - CONGRESS OF INDUSTRIAL ORGANIZATIONS
815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104
(202) 347-1461 www.BCTD.org FAX (202) 628-0724

January 24, 2012

SENT ELECTRONICALLY
(Original Sent Via US Mail)

Kenneth N. Perry
Senior Director Industrial Relations
Fluor Constructors International, Inc.
352 Halton Road
Suite 200
Greenville, SC 29607

Re: Fluor-B&W Portsmouth, LLC
Portsmouth Decontamination & Decommissioning Project
Portsmouth Gaseous Diffusion Plant
Piketon, Ohio

Dear Mr. Perry:

On Friday, January 13, 2012, the General Presidents Committee on Contract Maintenance reviewed and considered a request by the Tri-State Building and Construction Trades Council to approve the General Presidents' Project Maintenance Agreement with Addendum for use on the Portsmouth Decontamination & Decommissioning Project. The request was based on the commitment made by Fluor-B&W Portsmouth LLC that, if approved, Fluor-B&W Portsmouth LLC would require that all contractors and sub tier contractors working on the Project perform all work under the General Presidents' Agreement with Addendum.

After considering the request and reviewing the proposed Addendum, the General Presidents' Committee voted to approve use of the General Presidents' Agreement and Addendum as presented to the Committee. This approval is contingent on Fluor-B&W Portsmouth LLC providing written confirmation that it will include the General Presidents' Agreement with Addendum in its bid documents and require, as a condition of contract award, that all contractors and sub tier contractors make formal application for and perform all work under the General Presidents' Agreement with Addendum. This Agreement with Addendum shall be in effect for the duration of all work as set forth in the Agreement and the Addendum.

Enclosed for your review is a copy of the General Presidents' Agreement with Addendum as approved by the General Presidents' Committee. Please advise if you have questions.

Sincerely,

Sean McGarvey
Secretary-Treasurer

cc: General Presidents' Committee
Steve Burton, Tri-State BCTC



Item # 3

APPENDIX A

PROPOSED AMENDMENTS TO THE GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT for the PORTSMOUTH DECONTAMINATION & DECOMMISSIONING PROJECT PORTSMOUTH GASEOUS DIFFUSION PLANT PIKETON, OHIO

In accordance with the provisions of Article 1, the General Presidents' Project Maintenance Agreement is amended as follows:

Article III, Union Security and Referral

- Add new paragraph, The Unions agree to abide by any background check procedure and policy required by the Owner.
- Add new paragraph, To the extent that it may apply, the Union or Local Union(s) will abide by the requirements of Section 3161 of the National Defense Authorization Act and provide preferential referral for qualified applicable craft applicants. In addition, the Employer and the DOE may assist the Union in identifying terminated workers who are eligible for a hiring preference in filling manpower requirements, as provided for in Section 3161 and DOE implementing guidance.

Article V, Scope of Work

- Amend Section 1 – This Agreement covers only that work assigned to the Contractor and performed by employees of the Contractor covered by this Agreement.
- Amend Section 2, No work on the Project is subject to exclusion as work of a new construction nature.
- Add new paragraph, Covered work shall not include any warranty, repair or maintenance work performed by employees of an Original Equipment Manufacturer ("OEM") or other vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and Fluor and/or the Owner.
- Add new paragraph, This Agreement shall not apply to work of non-manual employees, including but not limited to superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel.

Article VI, Definitions

- Amend Section 1, No work on Project is subject to exclusion as work of a new construction nature.

Article VIII, Work Assignments

- Amend Section 2, All jurisdictional assignments and disputes are to be handled in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

Article XII, Wage rates, Fringe Benefits, and Payday

- Amend Section 1, All employees shall be classified and paid, at a minimum, in accordance with the classifications and wage scales set forth in the applicable local collective bargaining agreement.
- Amend Section 2, Provisions in local collective bargaining agreements which require that an Employer pay additional contributions into certain employee benefit funds in lieu of payments into industry advancement and/or promotional funds or contract administration funds are not recognized and shall have no legal force or effect.
- Amend Section 5 – Future increases to the base hourly wage rates for work performed under this Appendix will be as follows:
 - Effective March 29, 2011, annual increases are to be capped at 1.5%
 - Effective March 29, 2012, annual increases are to be capped at 1.5%
 - Effective March 29, 2013, annual increases are to be capped at 3.0%
 - Effective March 29, 2014, annual increases are to be capped at 3.0%
 - Effective March 29, 2015, to be negotiated.

The cap as set forth above applies only to increases to the base hourly wage rate. Future increases to fringe benefit contributions required under this Appendix will be in accordance with the applicable local collective bargaining agreement. It is understood and agreed that if work covered by this Appendix is subject to a Davis Bacon Wage Determination which requires that hourly wage rates be paid which exceed the caps set forth above the higher wage rate will apply.

- Amend Section 6, All contractors and subcontractors performing work covered by the Agreement will be required to hold a Pre-job Conference with the Tri-State Building and Construction Trades Council prior to commencing work on the project.

Article XIII, Twenty-Four Hour Rule and Meal Allowance

- Add new paragraph, Employees will ingress the Project at the start of the shift on their time and egress the Project at the end of the shift on the Employer's time. Employees shall be at their designated place of work and ready to work at the starting time (which is the dry shack, tool box or designated work location where the foreman gives instructions to employees). A reasonable time will be allowed for employees to put company and personal tools away and return to the parking lot by quitting time.
- Add new paragraph, The Employer will provide a ten (10) minute morning break and a ten (10) minute afternoon break. The Employer can require that the breaks be taken at the employee's place of work. In the event the work flow does not permit an employee to take a break at the regularly scheduled time, the employee will be permitted to take the break as soon as the work flow permits.

Article IX, Jobsite Representative

- Add new paragraph, Each Union which is a party to this Agreement, or its applicable local union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's Employer not with the employees of any other Employer. Any issues which arise on the Project concerning the employees of the Steward's craft shall be brought to the attention of the recognized Jobsite Representative. If the Jobsite Representative cannot resolve an issue the Jobsite Representative along with the Steward will meet with the Employer's designated representative to resolve the matter. The Steward

shall be the last employee in his craft to be laid off, provided he is qualified to perform the work which remains to be done at the jobsite. The Steward shall not be terminated or laid off, except as the last employee in his craft, without prior notice to the Union.

Article XIV, Day Work Schedules

- Amend Section 5, At the option of the Employer and with one week's notice a four (4) day, ten (10) hour per day workweek may be established Monday through Thursday in accordance with Option #1. In the event the project is down due to weather conditions, a holiday or other conditions beyond the control of the employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate, except for the week of Labor Day. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Pay for the first ten (10) hours each day will be at the straight time rate of pay.

Article XVI, Holidays

- Amend Section 1, In addition to the seven (7) stated holidays, the day after Thanksgiving Day will be a recognized holiday.

Article XIX, First Aid, Safety and Workers Compensation

- Amend Article XIX to provide that the parties to the GPPMA and this Appendix A agree that the Employer has the right to implement a substance abuse testing policy which provides for pre-employment, post accident, reasonable cause and random testing. Such policy will apply equally to all employees covered by the GPPMA and this Addendum. The Employer will meet with the unions to review the policy prior to implementation. It is understood that the Fluor-B&W Program will be amended to incorporate the Tri-State Building and Construction Trades Council Drug Testing Program which is recognized under the National Building Trades Drug and Alcohol Program (BTNDAP).

Article XXIII, Subcontracting

- Amend to read as follows: Nothing in the GPPMA or this Appendix A shall in any manner whatsoever limit the rights of the Employer or any other Employer, to subcontract work , provided, however, that all contractors and subcontractors at all tiers performing work covered by the scope of this Appendix A will be required, as a condition of contract award, to apply for and obtain approval to utilize the General Presidents' Project Maintenance Agreement and this Appendix A as approved for the Project. In accordance with the GPPMA, local collective bargaining agreement provisions requiring a contractor to provide a bond to ensure the payment of fringe benefits will apply to all contractors and subcontractors working on the Project.

Article XXVI, Work Stoppages

- Amend Section 2, Add new paragraph D to provide for an expedited arbitration procedure to read as follows:

- (1) In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or Article VIII is alleged, after the Union(s) and/or local union(s) have been notified of the fact.
- (2) The party invoking this procedure shall notify the individual designated by the Joint Administrative Committee, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the National Building and Construction Trades Department, and the involved International Union President(s) and local union(s).
- (3) Upon receipt of said notice the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (4) The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (5) The sole issue at the hearing shall be whether or not a violation of this Article or Article VIII has in fact occurred. 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 such Award shall be served on all parties by hand or registered mail upon issuance.
- (6) 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. Electronic 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 this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. 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.
- (7) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- (8) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- (9) If the Arbitrator determines that a violation has occurred, the party or parties found to be in violation shall pay as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$20,000; for the second shift, \$25,000;

for the third shift, \$30,000; for each shift thereafter on which the craft has not returned to work, \$35,000 per shift. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the Owner or the affected Employer. The Arbitrator shall retain jurisdiction to determine compliance with this section and this Article.

- (10) The procedures contained in Sections (1) through (9) shall be applicable to alleged violations of this Article and of Article VIII. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article VII.

Article XXVII Terms of the Agreement

- The General Presidents' Project Maintenance Agreement and this Appendix A shall remain in effect for the duration of the Project and will terminate on completion of all covered work unless otherwise agreed to by both parties.

Building and
Construction
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DANIEL E. STEPANO
14th Vice President



November 15, 2016

**SENT ELECTRONICALLY
(Original Sent Via US Mail)**

Mr. Carroll Scott
Fluor Maintenance Services
1 Fluor Daniel Drive, D2-1
Sugar Land, TX 77478-3899

Dear Mr. Scott:

The General Presidents' Committee has reviewed your request to add Addendum B to the DOE - Portsmouth Decommissioning and Demolition GPPMA Agreement (#1146) in Portsmouth, OH.

After careful review, the majority of the General Presidents' Committee voted to approve the Addendum, effective the date of this letter.

With kind regards, I am

Sincerely,

Brent Booker
Secretary-Treasurer

BB/ka

Enclosure

cc: General Presidents' Committee
Mark Johnson, Tri-State BCTC

General President's Project Maintenance Agreement Portsmouth Site Addendum "B"

SCOPE OF WORK

The scope of this Agreement includes construction, alteration, or repair work not subject to the Service Contract Act., including but not limited to:

- Demolition or removal of any structures, equipment, and utilities remaining after a facility, portion of a facility, or physical area has been turned over from operations as ready for demolition
- Installation and management of utilities within a construction or demolition activity boundary such as management of temporary lighting or water within a construction or large scale abatement area
- Decontamination and cleaning of facility components, equipment, and construction tools and equipment after the facility, portion of a facility, or physical area has been turned over from operations as ready for demolition
- On-Site Waste Disposal Facility (OSWDF) construction and waste/debris handling from a demolition site to a waste preparation/staging area, the preparation of equipment, components or waste for placement to the OSWDF, and all waste placement into the OSWDF during its construction
- Soils, landfill, or waste pit remediation
- Site re-grading, seeding and refurbishment after demolition or soil remediation activities
- Large scale asbestos removal/abatement or handling
- All work including renovation, demolition and transportation associated with and required to newly construct and operate the OSWDF at DOE's Portsmouth Gaseous Diffusion Plant Site, self-performed or subcontracted by the Contractor with either direct-hire or subcontractor hired employees represented by the Unions signatory to this Agreement
- This scope included all the work shown on detailed design drawings and specifications related to construction of the OSWDF including but not limited to:
 - OSWDF site preparation. Liner and capping system installation, and waste placement activities;
 - Management of waste staging piles within the OSWDF project boundary;
 - Leachate transmission and treatment systems installation;
 - OSWDF Haul Road Construction;
 - OSWDF Project Support Facility Installation including work trailers, parking areas, lighting, laydown areas, OSWDF facility wheel and truck wash installation and operation;
 - OSWDF utility installation within the OSWDF project boundary;
 - OSWDF fencing and lightning installation;
 - Excavation of existing site landfills for on-site disposal as required and transportation to within the OSWDF project boundary;
 - Excavation of contaminated soil associated with existing groundwater plumes as required and transportation to within the project boundaries of OSWDF;
 - Operation of onsite borrow areas as required to support OSWDF construction;
 - Management of construction material staging supporting OSWDF construction including liner materials;

- Installation and maintenance of surface water and runoff controls within the project boundary of OSWDF;
- Closure of the 611 lime sludge pond to the extent it employs materials from OSWDF site activities; and
- Demolition, removal and transportation to the OSWDF of on-site structures, materials, concrete building slabs and concrete equipment foundations on or below grade.
- Hauling/Transporting of materials to and from the OSWDF within the DOE property.
- Equipment and/or other materials removed by the FBP USW represented operations workforce that is to be disposed of in the OSWDF will be placed in a designated lay down staging area, the FBP Building Trades Unions represented workforce will pick these materials up from this point then haul/transport them to the OSWDF for disposal.
- Any other demolition and/or construction-type activities self-performed or subcontracted at the PORTS site by the Contractor with either direct-hire or subcontractor hired employees represented by the Unions signatory to this Agreement with the exception of work associated with the required to build and operate the OSWDF performed by specialty subcontractors, who may not be signatory to this Agreement.
- Groundwater Well Drilling, Cleaning, Flushing, Installation Subcontractor, with the exception of regulatory sampling of wells currently identified as SCA-covered work.

Items specifically excluded from the scope of this Agreement include but are not limited to the follow:

- Non-construction work activities defined in the scope of work under the agreements between FBP and USW Local 689 or SPFPA Local 66.
- Work of non-manual employees, including but not limited to superintendents, supervisors, safety and health personnel, radiological technicians, engineers, field engineers, surveyors, inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, emergency medical and first aid technicians and other professional, engineering, administrative, supervisory and management employees.
- Work to be performed by specialty contractors' and vendors' employees as determined by the Contractor. Examples of such include but not limited to: Surveying Subcontractor, Construction Quality Control Testing Subcontractor, DML Leak Detection Testing Subcontractor, and regulatory sampling of ground water wells.
- Any work performed by or under the direction of FBP, its subsidiaries and affiliated, which is not within the scope of this Agreement.
- Work performed by any employee of federal, state or local governments.
- Work performed by vendor technical representatives.
- Any warranty, repair or maintenance work performed by employees of an Original Equipment Manufacturer ("OEM") or other vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and the Contractor.