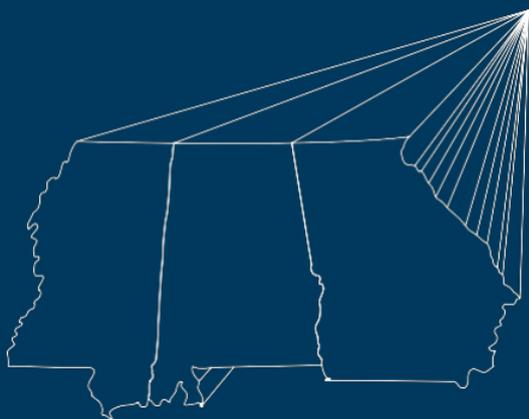


# SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT

Mississippi, Alabama, Georgia



August 2020

\*Consolidated summary of Addenda

 Southern Company



**SOUTHERN COMPANY  
MAINTENANCE AND MODIFICATION  
AGREEMENT**

Covering Designated Power Generation Facilities within  
Mississippi Power Company, Alabama Power Company,  
Georgia Power Company, and Southern Nuclear Company



# **Southern Company**

## **Maintenance and Modification Agreement**

This Southern Company Maintenance and Modification Agreement (“Agreement” or “SCMMA”) is entered into between the signatory contractors (“Signatory Contractors”) and contractors who execute a Letter of Assent binding them to this Agreement (hereinafter both Signatory Contractors and contractors executing a Letter of Assent collectively referred to as “Contractor” or “Contractors”), North America’s Building Trades Unions (“NABTU”) and the following International Unions comprising the Southern Company Labor Council (“SCLC”), on behalf of their respective organizations and their affiliated State and Local Building and Construction Trades Councils, local and/or regional organizations with jurisdiction over work subject to this Agreement (hereinafter collectively referred to as the “Unions”), on projects covering designated power generation facilities within Mississippi Power Company, Alabama Power Company, Georgia Power Company and Southern Nuclear Company (hereinafter collectively referred to as “Owner”).

The SCLC is composed of one representative of the following International Unions:

- International Association of Heat and Frost Insulators and Allied 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, Ornamental and Reinforcing 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
- International Association of Sheet Metal, Air, Rail and Transportation Workers

The President of NABTU shall appoint an Administrator to oversee the operations of the SCLC. The SCLC Administrator shall also serve as the Agreement Administrator referenced in this Agreement and shall be advised by the SCLC on issues elevated from the State Labor Management Cooperation Committees and as defined in processes and Articles contained in this Agreement.

## **Preamble**

The parties to this Agreement acknowledge the historical differences in the terms and conditions of employment in the states in which the Owner's facilities are located. For this reason, this Agreement is divided into three sections. This first section contains terms applicable to all states and work covered by the Agreement. The second section is the Alabama / Georgia Addendum and Appendices, covering designated power generation facilities within Alabama Power Company, Georgia Power Company, and Southern Nuclear Company. The third section is the Mississippi Addendum, Appendices, and Interpretations and Clarifications, covering designated power generation facilities within Mississippi Power Company. All three sections constitute the "Agreement" as referenced herein.

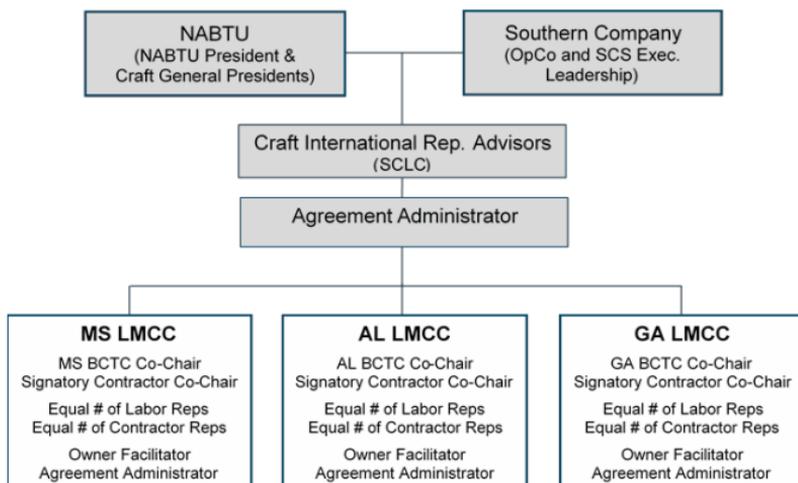
## **Agreement Administration**

1. There shall be a State Labor Management Cooperation Committee (LMCC) for each of the three states covered by this Agreement. The purpose of the LMCCs shall be to promote harmonious labor-management relations, ensure adequate communications, and advance the proficiency of craft employees and the industry. The LMCCs shall be Co-Chaired by a Signatory Contractor Representative and a Labor Representative, who shall be the President of the applicable State Building and Construction Trades Council or the equivalent position. The number of members of the LMCCs shall be determined by the Co-Chairs provided that there shall be an equal number of Contractor representatives, appointed by the Contractor Co-Chair, and Labor Representatives, appointed by the Labor Co-Chair, so that a majority of the Labor Representatives on the LMCCs shall be International Representatives of the International

Unions signatory to this Agreement. The Agreement Administrator and a representative of the Owner shall be non-voting members of the LMCCs to ensure consistent interpretations of this Agreement. The Owner Representative shall act as the LMCC Facilitator. The LMCCs will meet at periodically scheduled intervals (not less than monthly or as determined by the LMCC) for a discussion of the efficiency of projects covered by this Agreement, as is consistent with this Agreement and any appendices, amendments, or addenda thereto.

2. The LMCC Facilitator, in consultation with the LMCC Co-Chairs, the Local Unions, the Signatory Contractors, and the Agreement Administrator will develop policies and procedures of operations, publish meeting agenda, and issue notice minutes of the rulings of each LMCC meeting. This section holds harmless and indemnifies the LMCC Facilitator, the Agreement Administrator, and the Co-Chairs of the LMCCs in the exercise of their respective duties and functions.
3. Labor and management representatives shall have an equal vote in all LMCC deliberations and proceedings, regardless of the number of attendees at any meeting.
4. The LMCCs shall rule on any Agreement interpretations or clarifications that may be required for their respective states. Such rulings or clarifications shall be reduced to writing, jointly signed by the Co-Chairs, distributed to the parties, and reviewed at the next LMCC meeting. Proceedings of the LMCC shall be exclusive to the members and invited participants.
5. If an LMCC is unable to resolve an issue, the matter shall be submitted to the Agreement Administrator for resolution.

## SoCo Maintenance and Modification Agreement Governance Structure



## Grievance Procedure

1. In the event that a dispute by a party may arise regarding the interpretation or application of this Agreement, exclusive of disputes arising out of work stoppages and/or questions of work assignments, the following procedures shall be pursued as the only means for resolving all such disputes between the parties to this Agreement:

*Step 1.* The grievance is discussed among the aggrieved employee, the Jobsite Representative / Craft Steward, and the Contractor's Jobsite Representative. The grievance must be filed within fifteen (15) business days after the occurrence.

*Step 2.* If the grievance is not satisfactorily settled within five (5) business days after the Step One meeting, the grievance shall be discussed among the aggrieved party, the International Union Representative, the Local Union Representative, and the Labor Relations

Manager of the Contractor. At this Step, the grievance shall be reduced to writing on a form provided by the Contractor.

**NOTE:** To encourage the resolution of grievances at Step 1 or 2, it is agreed that any resolution(s) shall be non-precedent setting.

*Step 3.* If the grievance is not satisfactorily settled within five (5) business days after the Step 2 hearing, the information prepared for Step 2, along with any other supplemental information, facts, or positions developed in Step 2, shall be submitted in writing to the applicable State LMCC within five (5) business days by either party. The LMCC shall consider the grievance at the next regularly scheduled meeting.

*Step 4.* If the LMCC is not able to resolve the grievance within five (5) business days after the LMCC considers the grievance pursuant to Step 3, the information prepared for Step 3, plus any other supplemental information, facts, or positions developed in Step 3, shall be submitted in writing within five (5) business days by either party to the Agreement Administrator, who, in concert with the SCLC, will work with the Labor Relations Manager of the Contractor to resolve the grievance.

However, this step of the grievance procedure may be waived by mutual agreement between both parties and the grievance shall then be immediately referred to the Arbitrator.

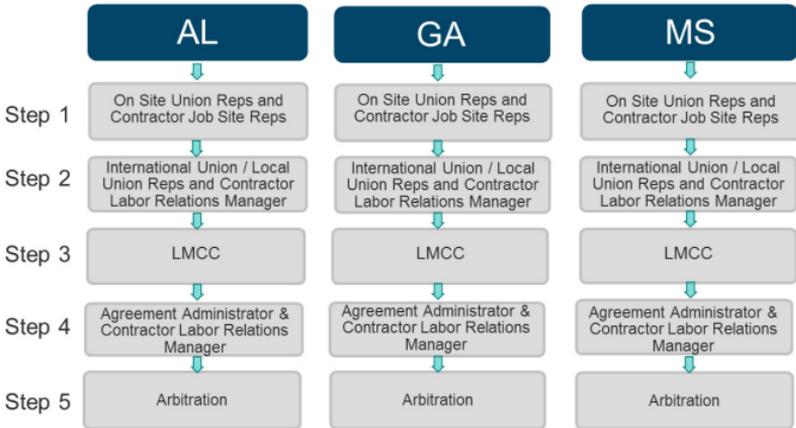
*Step 5.* In the event agreement is not reached within ten (10) business days of receipt, the Contractor or the Union may submit the grievance in writing within ten (10) business days to the standing impartial arbitrator, Tom Pagan or his alternate (hereinafter referred to as the "Arbitrator").

The rules of the American Arbitration Association shall govern the conduct of any arbitration hearing referenced in this Agreement. The decision of the impartial Arbitrator shall be final and binding on all parties. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and costs shall be borne by the moving party. Both parties shall be responsible for their own particular costs for advancing their respective positions under this Article.

The Arbitrator shall have the authority to make decisions only on issues presented to him or her and shall have no authority to change, amend, add to, or detract from the provisions of this Agreement. Any applicable back pay awards shall not exceed thirty (30) workdays. The Arbitrator retains jurisdiction, pending resolution of any open issues.

2. Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by mutual written consent by the parties involved at the particular step. "Business days" as used in this Article are considered to be Monday through Friday, excluding holidays.

# Grievance Resolution Process



## General Saving Clause

1. Any provisions in this Agreement which are in contravention of any Federal, State, Local, or County regulations or laws affecting all or part of the terms 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 operation of the remainder of the provisions of this Agreement within the limits to which such law or regulation is applicable. The Signatory Contractors and NABTU, in consultation with the Co-Chairs of the LMCCs, will meet and enter into timely negotiations to develop new provisions to replace the provisions that were found to be invalid.
2. By joint written agreement, the Signatory Contractors and NABTU, in consultation with the Co-Chairs of the LMCCs, may amend or modify this Agreement to address new and emergent issues, which shall

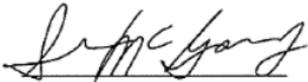
be binding on Contractors that executed Letters of Assent to be bound to this Agreement.

- HÈ It is mutually agreed by the parties hereto that if any liability by Unions to this Agreement should arise, such liability shall be several and not joint. The parties to this Agreement hold harmless and indemnify the LMCC Facilitators, the LMCC Co-Chairs, and the Agreement Administrator in the exercise of their duties.
- IÈ If, during the term of this Agreement, any signatory Union grants more favorable terms and conditions and/or cost saving provisions to other employers and contractors for similar type work or projects, then Contractors bound to this Agreement shall immediately be extended the more favorable terms and conditions. The Contractor shall advise the applicable LMCC Co-Chairs and the Council Administrator in writing of such extension.

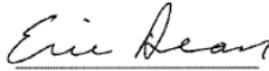
## Term of the Agreement

This Agreement shall be in full force and effect from August 1, 2020, through July 31, 2021, and shall continue from year to year thereafter unless sixty (60) days' notice of termination is given by either NABTU or a Signatory Contractor.

SIGNED THIS FIRST (1<sup>st</sup>) DAY OF AUGUST 2020.



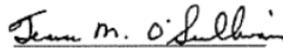
President  
North America's Building Trades  
Unions



General President  
International Association of Bridge,  
Structural, Ornamental and  
Reinforcing Iron Workers



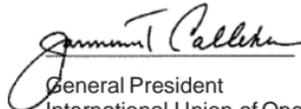
General President  
International Association of  
Heat & Frost Insulators & Allied  
Workers



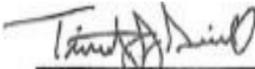
General President  
Laborers' International Union of  
North America



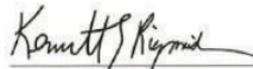
International President  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers, & Helpers



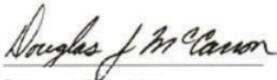
General President  
International Union of Operating  
Engineers



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



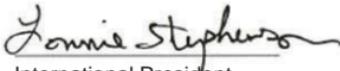
International President  
United Union of Roofers,  
Waterproofers and Allied Workers



General President  
Operative Plasterers' & Cement  
Masons' International Association



General President  
International Association of Sheet  
Metal Air Rail & Transportation  
Workers



International President  
International Brotherhood of Electrical  
Workers

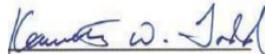


General President  
United Association of Journeymen  
& Apprentices of the Plumbing &  
Pipe Fitting Industry of the US and  
Canada

#### FOR THE SIGNATORY CONTRACTORS:



Vice President, Labor Relations  
Day and Zimmerman



Vice President, Construction  
McAbee Construction, Inc.



Vice President  
National Steel City



Director, Industrial Relations  
Fluor Enterprises



Executive Vice President, Operations  
Vulcan Industrial Contractors, LLC



President  
Gulf Electric Company, Inc.  
of Mobile

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**SOUTHERN COMPANY  
MAINTENANCE AND MODIFICATION  
AGREEMENT**

**ALABAMA / GEORGIA  
ADDENDUM**

Covering Designated Power Generation Facilities within  
Alabama Power Company, Georgia Power Company,  
and Southern Nuclear Company

## Covenants

WHEREAS, the Contractor is engaged in the business of power plant maintenance, repair, and renovation (as defined in Articles V and VI) and certain environmental retro-fit work and this work is of importance to the Unions herein listed, and it being recognized that there is an essential difference in conditions required to perform this type of work, the Unions herein listed and 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 as being within the jurisdiction of said Unions, subject to the applicable state Labor Management Cooperation Committee (LMCC) policies and criteria;

WHEREAS, in order to ensure 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 Southern Company Maintenance and Modification 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 subdivisions 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.
2. 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 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 may be modified by mutual consent, in writing, of the Signatory Contractors and North America's Building Trades Unions (NABTU), in consultation with the Co-Chairs of the LMCCs, subject to the policies and criteria established pursuant to this Agreement.
3. Any craft not party to this Agreement will not receive any benefits or conditions other than those outlined in this Agreement. The trades party hereto agree that they will not support in any manner, pressure, or request the Employer to use unsigned crafts on the job and will perform the work of that craft if requested to do so by the Employer. The Owner has the right to contract the work of an unsigned Union, utilizing Contractor and employees of his choice.

## **Article II — Management Rights**

1. The Unions understand that the Contractor is responsible for performing 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.

After the foreman and steward have been designated, the Contractor shall have the right to select seven (7) craftsmen from among the top 90% of the currently available applicants registered on the Local Union's primary out-of-work list. The next five (5) craftsmen shall be referred from the current out-of-work list in keeping with the referral rules. The next two (2) craftsmen may be selected by the Contractor from the top 90% of the primary out-of-work list with the following five (5) craftsmen being dispatched from the current out-of-work list, and predicated upon job requirements; this ratio shall be maintained when hiring additional craftsmen. However, if the job will require ten or less craftsmen from the affected craft, the Contractor may call by name for no more than 50% of the actual number of craftsmen needed as key employees from the top 90% of the currently available applicants registered on the Local Union's primary out-of-work list.

The Contractor may hire key employees by name

who have special skills or who have previous contract maintenance experience with said Contractor within the previous six (6) months.

- (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 maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.
- (i) Contractor may transfer employees working under the terms of another agreement, (i.e., project or new construction) at the same location (plant site) to a job covered by this Agreement at the same location. Only employees selected to transfer shall be transferred back to their original employment.

When the Contractor determines that employees are to be transferred, he shall immediately notify the appropriate Local Union(s). In the event the Contractor is not otherwise bound to this Agreement, the Contractor shall immediately make the necessary arrangements to sign a Letter of Assent to this Agreement.

- (e) determine work methods and procedures.
- (f) determine the need and number of foremen, name the foremen, and require the foremen to work with their tools when, in the Contractor's opinion, this is advisable. The Contractor shall provide adequate and competent direct supervision on the job.
- (g) Require all employees to observe the Contractor's and/or Owner's rules and regulations not

inconsistent with the 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, or to reject any applicant referred by the Union for a lawful or non-discriminatory reason. In the event the Contractor does reject the job applicant, the applicant's status on the craft's out-of-work list shall not be affected.
2. The Contractor may, if it so desires, maintain a variety of skills within its group of employees in order to be prepared with skills and/or supervision for any type of work that may arise. The Unions and the Contractors agree to man any work clearly defined and separately performed from in-plant personnel.
  3. It is understood that all employees will work together harmoniously as a group and as directed 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 classifications. However, it is understood that strict adherence to craft jurisdictional lines does not lend itself, in all cases, to economy and efficiency of the job. Therefore, this Addendum allows Contractors more flexibility to establish composite crews and make assignments based on the most efficient way to perform the work. Employees will also cooperate with and follow directions of Owner Representatives in case of emergency, as required by the Contractor. Contractors' employees shall not, except in emergencies, work in mixed crews with client, in-plant maintenance employees.
  4. 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 loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, way, 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 which limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work that an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools, or labor-saving devices.
5. It is understood by the Contractor and agreed to by the Unions that the employees of the 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.
  6. Questions arising over the application and intent of this Addendum are subject to review by the applicable state LMCC to determine whether or not there has been exploitation of stipulated prerogatives.

### **Article III — Union Security and Referral**

1. The Contractor agrees that it will, when requested by the appropriate Union, deduct from the gross wages of each employee who is at the time a member of the Union or has made application to become a member of the Union, current Union dues and any voluntary deductions for charitable contributions that are sponsored or supported by the Union representing the employee. The deductions shall be made by the Contractor upon presentation of a proper legal

payroll deduction authorization for each such type of payment, signed by the employee, and requesting such deduction be made. The deductions made shall be remitted monthly in the following month to the respective Local Unions.

2. For all projects, modifications, and maintenance work performed by Contractors at plants and industrial facilities covered by this Agreement that are within the state of Alabama, the Contractors (at any tier) agree to deduct \$0.10 per hour worked on the defined projects from the paycheck of each of its employees covered by this Agreement, provided that the employees have executed proper written authorization for such deduction, payable to the Alabama State Building and Construction Trades Council.

For all projects, modifications, and maintenance work performed by Contractors at plants and industrial facilities covered by this Agreement that are within the state of Georgia, the Contractors (at any tier) agree to deduct the cents per hour amount designated by the Georgia State Building and Construction Trades Council for work performed on the defined projects from the paycheck of each of its employees covered by this Agreement, provided that the employees have executed proper written authorization for such deduction, payable to the Georgia State Building and Construction Trades Council.

3. The deduction remittance shall be paid on a monthly basis no later than the fifteenth (15th) of each month following the calendar month in which the authorized deductions were made. Such deductions shall be specified as a deduction from the base hourly rate.
4. 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.
5. Plant maintenance, repair, and renovation that the Contractor performs involve 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 for these extremes and agree to make every effort to fulfill the manpower requirements of the Contractor. The International Unions involved agree that the Contractor, once having requested craftsmen from a Local Union, may temporarily assign craftsmen already on site from one or more other crafts to assist the assigned craft in performing the work until the Local Union having jurisdiction has complied with the request for craftsmen. Once the Local Union has furnished the requested craftsmen, the substitute craftsmen will be replaced by the craftsmen to whom the jurisdiction belongs. This craft-interchange will be ad-hoc in nature and will in no way set precedent for jurisdictional assignments by the Contractor.
  6. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill a manpower requirement within twenty-four (24) hours, emergencies excluded. In the event that the Local Union cannot furnish the numbers of qualified, skilled craftsmen as requested, the Contractor has the right to hire qualified craftsmen from other Local Unions, subject to the hired craft's local wage and fringe benefit package.
  7. The Contractor agrees to be bound by the hiring practices in the Local area not inconsistent with the terms of this Agreement.

8. 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 Owner's 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 section of this Agreement.

A Contractor employing craftsmen who are required to have Nuclear Regulatory Commission (NRC) clearance may request referral of craftsmen who have currently active NRC clearance, irrespective of their place on the out-of-work list.

9. It is agreed that on any maintenance project, at the Contractor's discretion, a ratio of at least one (1) apprentice, or helper, or trainee, or sub-journeyman for every one (1) journeyman may be maintained. (See Appendix D for more specific details by craft). In the event that the Local Unions cannot supply apprentices, helpers, trainees, or sub-journeymen as required, the Contractor may hire from any source available to achieve the minimum ratio set forth above. Recognizing the need to maintain continuing support of apprenticeship and similar training programs in the construction industry, the Contractor will, to the extent permitted by job conditions, employ apprentices, or helpers, or trainees, or sub-journeymen to perform work which is performed by their craft and which is within their capabilities.
10. The Contractor will make every effort to utilize and the Union will make every effort to supply the ratios referenced above in order to effectuate the cost benefits necessary for our customers.
11. The Union will implement and enforce their respective "Code of Excellence" or "Code of Conduct" programs.

## **Article IV — Non-Discrimination & Workplace Harassment Policy**

The Contractors and Unions strongly reaffirm our joint commitment to maintaining a productive workplace that is free of all discrimination and all acts, expressions, or behaviors that constitute harassment of any individuals for any reason.

The workforce referred by our participant Unions for employment by our participant Contractors is highly skilled and is comprised of a diverse group of individuals with differences relative to race, color, sex, national origin, age, disability, and religion. Our joint commitment to work together in a good-faith, collective bargaining relationship includes a responsibility to work together in harmony, regardless of our social diversities.

The Contractors and Unions will not tolerate any discrimination or harassment, including physical or verbal acts that are offensive or show hostility or discrimination toward other individuals because of race, color, sex, national origin, age, disability, or religion. Prohibited misconduct includes, but is not limited to, epithets, slurs, negative stereotyping, threats, intimidations, hostile acts, or written or graphic material representations intended to disparage another individual for any reason.

Through this policy statement, the Contractors and Unions are strongly reaffirming our commitment to a non-discrimination and harassment-free workplace. We will work together to ensure that any violations of this code of behavior are met with the strictest means of rebuke and penalization allowed by employment law and by our Union constitutions.

## Article V — Scope of Work

1. This Agreement covers only that work assigned by the Owner to the Contractors and performed by the employees of the Contractors covered by this Agreement.
2. This Agreement does not cover work performed by the Contractor of a new construction nature or certain environmental retro-fit work as defined by Appendix G.
3. The parties define the scope of the Agreement and this Addendum to include all maintenance and repair work inside the confines of the plant that pertain to the production of electricity, including certain environmental retro-fit work defined in Appendix G. The Owner, at its option, may exclude maintenance, repairs, and renovation to the administration buildings, warehouse facilities, cafeterias, guard shacks, landscaping, and other similar type commercial work.

The Owner may exclude specialty jobs or any jobs from the Agreement in situations where a sufficient number of Contractors cannot be identified to submit competitive bids. The Owner shall notify the Agreement Administrator and the Co-Chairs of the applicable state LMCC prior to excluding such work from the Agreement.

4. 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 the project, with due consideration given to achieving the highest maintenance standards and harmonious working conditions therein.
5. It is further agreed that at the implementation of a new project or any major change in scope of an existing project, notification will be given in writing to the applicable state LMCC. It is mandatory that each Contractor conduct pre-job conferences with all crafts

to discuss the job if the project exceeds \$100,000 in value. It is also mandatory that the pre-job conference will follow the agenda as presented in Appendix H. Every effort will be made to have an Owner representative present at the pre-job conference.

Each Contractor shall provide the applicable state LMCC with the following information for all jobs on which the Agreement and this Addendum is implemented:

- (a) location of job site
- (b) approximate starting time and duration
- (c) type of job
- (d) approximate manpower requirements by craft or trade. Each Local Union having work involved should get notice as soon as practicable so that manpower requirements can be met promptly and efficiently.

## **Article VI — Definitions**

1. Maintenance shall be work performed for the repair, replacement, renovation, revamp, and upkeep of property, machinery, and equipment within the limits of the plant property or other locations related directly thereto.
2. The word “repair,” used within the terms of this Agreement and in connection with maintenance, is work required to restore, by replacement of parts, existing facilities to efficient operating conditions.
3. The word “renovation,” used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore, by replacement or revamping parts, existing facilities to efficient operating conditions.

4. The term “existing facilities,” used within the terms of this Agreement, is limited to a constructed unit already completed, and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.
5. The word “replacement,” used within the terms of this Agreement and in connection with maintenance, is work required to add to, supplement, or efficiently update existing facilities.
6. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the applicable state LMCC for resolution.

## **Article VII — Grievance Procedure**

The grievance procedure is set forth in the first section of this Agreement and is incorporated by reference into this Addendum.

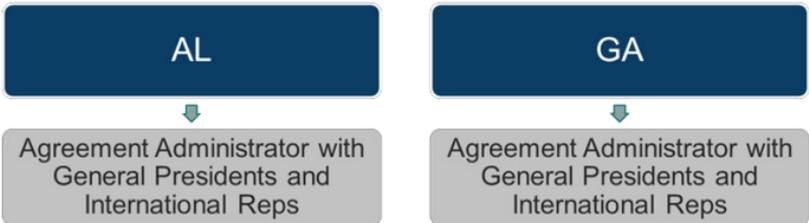
## **Article VIII — Work Assignments**

1. The signatories to this Agreement agree that work assignments shall be made in accordance with Craft Agreements and Decisions of Record. However, it is understood that strict adherence to craft jurisdictional lines does not lend itself in all cases to economy and efficiency of the job. Therefore, this Agreement allows Contractors more flexibility to establish composite crews and make assignments based on the most efficient way to perform the work.
2. Since presently established jurisdictional dispute settlement procedures are not applicable to the work covered by this Agreement, any disputes arising from such assignments shall be referred to the Agreement

Administrator, who shall work in conjunction with the respective General Presidents or their designees as needed for resolution, without interruption in efficient and continuous maintenance of the client's plant facilities. It is understood, however, that project maintenance conditions do not always justify rigid adherence to craft lines, which does not in itself establish precedence or change the jurisdiction of the crafts involved.

3. The International Unions involved agree that, upon request, International Representatives shall be assigned without delay and attempt a project settlement in the event of questions on assignments.
4. The Contractor agrees to abide by such agreements reached by and with International Union Representatives.

## Work Assignment Resolution Process



## Article IX — Craft Stewards

1. The Unions shall have the right to designate a journeyman working on the job as a steward. The Union shall, in writing, notify the Contractor as to the identity of the designated steward. In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances. The steward shall discuss and assist

in the adjustment of grievances with the employee's appropriate supervisor. The Contractor shall not discriminate against the steward nor afford him/her preferential treatment.

2. The steward shall not leave his or her work area without first notifying his/her appropriate supervisor or foreman as to his/her intent, the reason thereof, where he/she can be reached, and gaining his/her supervisor's or foreman's approval.

The steward shall, in addition to his/her work as a journeyman, be permitted to perform during working hours such of his/her normal Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractor agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward shall receive his/her regular craft's rate of pay. The steward's duties shall not include any matters relating to hiring, assignment, termination, discipline of employees, or other supervisory functions over which the Contractor retains sole control. The Contractor agrees to notify the Union representative prior to termination of a steward.

## **Article X — Local Union Representatives**

1. Officials of any Unions shall be provided access to projects covered by this Agreement. Requested visits shall be arranged through the Contractor, in keeping with the 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 or Union may request, in writing, the applicable state LMCC to investigate the circumstances and take the necessary action to keep this Agreement enforced in good faith. Continuing problems will be resolved by the LMCC and the Contractor's representatives.

## **Article XI — Wage Rates and Payday**

1. Wage rates shall be 100% of the base wage rates, excluding fringe benefits, as established for similar industrial maintenance work in any Local or Area agreement. Should a dispute arise as to the applicable wage rate, the dispute shall be resolved as outlined in Appendix D, paragraph III.
2. Fringe benefits as negotiated in Local or Area agreements shall be paid in addition to specified wage rates. This includes welfare funds, pension funds, and other monetary funds. Construction Industry Funds paid without prior approval of the owner shall not be reimbursed.
3. 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.

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 will, for purposes of this Agreement, be considered as if it were within the area of the base zone rate.

4. 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.

5. When employees are laid off or terminated during regular business hours, they shall be paid all wages due. Employees who are laid off or terminated during non-regular business hours (nights, weekends, holidays, etc.) shall have the final paycheck mailed to their last address of record. The mail must be postmarked by the close of the first regular business day. Final paychecks, under these circumstances only, will have two (2) hours of straight time added to the check. Failure to mail the final paycheck by the close of business (COB) on the next regular business day will result in a four- (4) hour, straight-time penalty being added to the final paycheck.

## **Article XII — Twenty-Four Hour Rule and Meal Allowance**

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

When an employee is required to work more than four (4) hours of unscheduled overtime beyond his or her regularly scheduled shift, the Contractor will either arrange for the employee receive one (1) meal, or give the employee \$12.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.

## Article XIII — Day Work Schedules

1. A day shall be defined as a 24-hour period, beginning at the scheduled starting time of the day shift. An employee's base rate and any premium pay are calculated on the basis of that day of work only, without regard to clock or calendar changes. A week shall be defined as seven (7) consecutive days beginning with the starting time of the Monday day shift.

The standard work day shall be an established consecutive eight- (8) hour period between the hours of 6:00 a.m. and 5:00 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.

These working hours may be changed by the Contractor, according to requirements of the job, by giving three (3) days' notice to the Union, and shall not be changed for five (5) days, except by agreement between the Contractor and the Union.

2. All time after eight (8) hours, Monday through Friday, and all time on Saturday, Sunday, and holidays shall be paid at the rate of time-and-one-half, as governed by the mandatory-eight policy of required straight-time work attendance contained in Appendix B of this Agreement.
3. When so elected by the Contractor, it may establish a normal work week consisting of four (4) ten- (10) hour days exclusive of one-half ( $\frac{1}{2}$ ) hour unpaid meal period, Monday through Thursday inclusive. The Contractor may establish a second shift consisting of ten (10) hours, including a thirty (30) minute paid meal period. When working two (2) shifts, the first shift shall commence between the hours of 6:00 a.m. and 8:00 a.m. The second shift shall commence within a period of time not to exceed three and one-half ( $3\frac{1}{2}$ )

hours upon expiration of the first shift. In the event of inclement weather during the period Monday through Thursday, or any other circumstances that prevent the performance of work, Friday may be used as a make-up day. The first ten (10) hours worked on each scheduled day, or up to ten (10) hours on a make-up day shall be at straight time. When the Contractor uses the make-up day, the scheduled work day shall be no less than ten (10) hours. The Contractor can change from one schedule to another, subject to a limitation that the Contractor will give the Union at least three (3) calendar days' notice of such change.

4. When so elected by the Contractor, a rolling four-ten (4-10) schedule may be established. Under this operation, the day shift work force is organized into two teams. The "A" team works four (4) consecutive ten- (10) hour days. On the fifth (5<sup>th</sup>) day, the "B" team continues the work activities for four (4) consecutive ten- (10) hour days. On the ninth (9<sup>th</sup>) day, the "A" team returns to work to continue the construction activities. The four- (4) day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for a second shift. If two shifts are established, they shall be consecutive.
  - (a) In this arrangement, the normal workday for all employees shall be ten (10) consecutive hours of work, exclusive of a one-half ( $\frac{1}{2}$ ) hour, non-paid lunch period.
  - (b) The workday for each employee shall be defined as the twenty-four (24) hour period that begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement, the day shift shall be worked between the hours of 6:00 a.m. and 6:00 p.m.
  - (c) When work is performed under the rolling four-tens

- (4-10s) schedule, the first eight (8) hours of each day shall be paid at the basic straight-time hourly wage rate. All hours beyond eight (8) per day shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the basic straight-time, hourly wage rate.
- (d) If, for any reason, workers are directed to report to work the day before the first day of the four- (4) day work cycle or the day after completion of the four- (4) day shift, they shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the basic straight-time hourly wage rate.
  - (e) All hours worked on recognized holidays shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the basic straight-time hourly wage rate.
5. The Contractor can change from one of the schedules outlined in this provision to any other, subject to the limitation that it will give the Union at least three (3) calendar days' notice of such change, except in cases of an emergency nature. The rolling four-tens (4-10s) schedule may not be used for work / jobs running less than four (4) consecutive weeks.

## **Article XIV — Temporary Shift Work Conditions**

1. When two (2) or three (3) shifts are worked, the straight time rate for the second and third shifts shall be 1.067 times the straight time rate for the first shift or day shift. All shifts include a one-half ( $1/2$ ) hour lunch period without pay.

The determination of the start of multiple shifts is the prerogative of the Contractor. If necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XIII shall apply.

**NOTE:** When two (2) long shift operations are established, the following rules shall apply:

Example: Two long shifts

- (a) 1<sup>st</sup> Shift: eight (8) hours at straight-time pay (first continuous eight (8) hours worked\*). Three and one-half (3½) hours at applicable overtime rate.  
(\*Eight and one-half (8½) hours, including a one-half (½) hour without pay, which employees shall receive for lunch, subject to Article XIII).
- (b) 2<sup>nd</sup> Shift: eight (8) hours at 1.067 times base pay, including a (one-half [½] hour without pay, which employees shall receive for lunch). Three and one-half (3½) hours at applicable overtime rate (three and one-half [3½] hours at 1.5 times 1.067 times base pay).

## **Article XV — Holidays**

1. The following six (6) days shall constitute the legal holidays within the terms of this Agreement, except mutually agreed-to changes with the Committee:  
Georgia: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.  
Alabama: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.
2. Holidays that do not fall on a scheduled working day shall not be observed in any form.

## Article XVI — Reporting Time and Call-Ins

1. **Reporting Pay** — When employees or new hires report to work as normally required and are not given the opportunity to work because work is not available, and they have not been so notified before the completion of the previous day's work, they shall be paid two (2) hours at the applicable rate, provided the employees are available at their work stations.

An employee who is put to work shall be paid for the hours actually worked but not less than two (2) hours. It shall be the Contractor's prerogative whether or not to stop the work.

If any employee refuses to start or work of their own volition, this Article shall not apply.

2. **Call-Ins** — A "call-in" shall be defined as notice given to an employee, by whatever means, to report for work outside his/her regularly scheduled shift.

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

- (a) Call-in hours worked 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. Scheduled shift hours worked are then paid at the regular rate.
- (b) When an employee is called in to work at or after the established starting time on Saturday, Sunday, his or her scheduled day off, or holidays, the employee shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when the call-in is prior to and continuous with his or her normal work hours.
- (c) If there is an overlapping of an employee's time from the 5<sup>th</sup> day to the 6<sup>th</sup> day, the 6<sup>th</sup> day to the 7<sup>th</sup> 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 Article 16.2.b (above) at the applicable overtime rate, but at no time shall he 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 stops work for reasons of his/her own and without approval of the Contractor's representative, he/she shall be entitled to pay only for the hours actually worked in the day, and the four- (4) hour minimum condition shall not apply.

### **Article XVII — Tool Room**

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 operation of the centrally located tool room and warehouse may, at the Owner's option, be employed directly by the Contractor.
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 the Agreement and this Addendum.

### **Article XVIII — First Aid and Safety**

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 Contractor and/or the Owner. These rules and regulations are to be posted at conspicuous places

throughout the plant. All craftsmen referred to projects will have OSHA 10-hour training and all Contractor superintendents (the top job site person) will have OSHA 30-hour training.

### **Article XIX — Project Rules**

1. It is agreed that project rules and regulations will be limited to safety and security and will be prepared and distributed among the workers on the job by the Contractor. It is also agreed that such rules shall not conflict with or contravene the terms of this Agreement.
2. It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including immediate discharge, subject to Article VII — Grievance Procedure.

### **Article XX — Protective Legislation**

All employees covered by this Agreement shall have the protection of all applicable Federal, State, and local laws.

### **Article XXI — Periodic Conference**

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

### **Article XXII — General Savings Clause**

The General Savings Clause is set forth in the first section of this Agreement and is incorporated by reference into this Addendum.

## **Article XXIII — Work Stoppages**

1. There shall be no strikes, work stoppages, picketing, or slowdowns by the Unions or employees against the Contractor (or any other Contractor performing work on the project site) that would affect the terms of this Agreement. There shall be no lockouts by the Contractor.

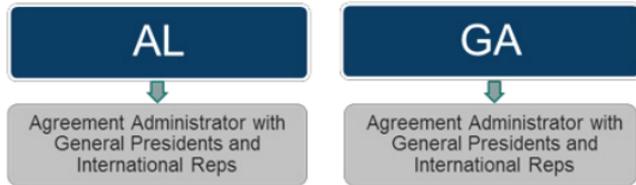
In the event of a contract expiration, the Union(s) will continue to work under the existing wage rates until a new contract has been ratified. There will be no retroactive pay, and the new rates will be placed into effect at the time of the new contract ratification.

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

- (a) If the Contractor contends that any Union(s) has (have) violated this Article, it will notify in writing electronically, the Agreement Administrator, advising of that fact. The Agreement Administrator will contact the General President(s) of the Union(s) involved, who will immediately instruct the Local Union(s) to cease any violation of this Article and advise the Contractor and the Agreement Administrator of the 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 Agreement Administrator, who will immediately institute any necessary further action. In the event said further action on the part of the Agreement Administrator becomes necessary, it is understood that the General President(s) involved pledge their full cooperation and will institute any action necessary to protect the integrity of the project.

- (c) If any of the Unions contend that the Contractor has violated this Section, such Union(s), on behalf of the employee(s), will immediately notify the designated representative of the Contractor, who will immediately take any necessary steps within its means to bring about corrective action.

## Work Stoppage Resolution Process



### **Article XXIV — Term of The Agreement**

The term of the Agreement is set forth in the in the first section of this Agreement and is incorporated by reference into this Addendum.

# **SCMMA Alabama / Georgia Addendum**

## **Letter of Assent**

The undersigned Contractor (contractor or subcontractor), through its authorized officer or representative, signs this Letter of Assent (LOA) binding the Contractor to the Southern Company Maintenance and Modification Agreement, including the Alabama / Georgia Addenda and Appendices, for all assigned scope of work (SOW) executed by the signatory Contractor at plant locations in Alabama and Georgia covered by this Agreement. The Contractor acknowledges that no other collective bargaining agreements (CBAs) apply, except as may be specifically referenced in the Agreement. The undersigned Contractor agrees and accepts that the Agreement covers only that SOW assigned to the signatory Contractors and performed by their craft employees at various Southern Company plant locations. The SOW is assigned at the sole discretion of the Owner / customer or others who are not signatory parties to the Agreement. The signatory Contractor exercises no control regarding SOW decisions by the Owner or others not signatory to the Agreement.

The undersigned agrees to participate and support the applicable Alabama / Georgia Labor Management Cooperation Committee (LMCC) that is established to promote labor / management harmony, administer the Agreement, and resolve any disputes at the local area level. Furthermore, the undersigned agrees to comply with all subsequent decisions, directives, and/or rulings that may be issued or addressed by the LMCC and/or the Agreement Administrator. The undersigned holds harmless the applicable Alabama / Georgia LMCC Facilitator as well as the LMCC Co-Chairs and the Agreement Administrator.

**Signatory Contractor:**

\_\_\_\_\_  
Name of Company *(Please print)*

**Federal Tax ID:**

\_\_\_\_\_

**Authorized Representative:**

\_\_\_\_\_  
Name *(Please print)*

\_\_\_\_\_  
Signature *(Blue ink only)*

\_\_\_\_\_  
Title *(Please print)*

\_\_\_\_\_  
Cell Phone Number

**Date:**

\_\_\_\_\_

## **SCMMA Alabama / Georgia Addendum**

### **Appendix A**

#### **Southern Nuclear Craft Wage & Benefit Rates**

Wage and Benefit rates for Southern Nuclear Company shall be 100% of the negotiated wage and benefit package. Craft workers are expected to pre-qualify prior to going to work for access to a nuclear plant. If the prospective craft worker passes all designated pre-qualification testing/activities, reports to work at the appropriate time, and obtains access badging, he/she shall receive straight-time pay in an amount approved by the LMCC and the Owner as compensation for designated testing/activities. To receive this compensation the craft worker must also complete the required testing/activities in sufficient time prior to reporting to work as determined by the LMCC and Owner. The craft worker would also receive the applicable straight-time pay if he/she passes designated pre-qualification tests/activities and the scheduled job is canceled.

## **SCMMA Alabama / Georgia Addendum**

### **Appendix B**

#### **Mandatory-Eight Straight-Time Attendance Policy**

- I. A mandatory-eight policy of required straight-time work attendance is established as follows for the purpose of curtailing absenteeism and tardiness. It is not intended to make up straight-time hours missed due to weather interruptions or interruptions due to job-site circumstances that have caused the lost time.
- II. Monday through Friday straight-time hours will constitute the mandatory hours a worker must work in order to receive overtime pay during scheduled

overtime. If a worker misses any of the mandatory straight-time hours, the worker will work the next scheduled overtime hours at straight-time until the hours missed are made up. If the worker misses time during the payroll period, and there are not enough overtime hours left during that payroll period to make-up the straight-time hours, the overtime hours worked earlier in that payroll period will be converted to straight-time hours until the lost straight-time hours are made up.

- A. In the event the straight-time hours are the first eight (8) hours worked during the shift, the next scheduled overtime hours will constitute the straight-time, make-up period.
- B. In the event the straight-time hours are the first ten (10) hours worked, as in a 4-10s schedule, the next scheduled overtime hours will constitute the straight-time, make-up period.
- C. In the event that overtime is not previously scheduled but is required as a matter of circumstance, the employee will work those hours at the appropriate overtime rate.
- D. This policy will be applied to all late arrivals and early quits of a full one (1) hour or more, or absences, with the following exceptions:
  - 1. A worker who notifies the Contractor in advance of an intended absence and returns to the job site with a written doctor's excuse for the absence will resume his or her schedule without penalty.
  - 2. A worker who is late, absent, or quits early because of requirements to serve on a jury, participate in a National Guard or military reserve activity, or other such similar requirement and returns to the job site with a written excuse from the institution that required the absence will resume his or her schedule without penalty.

3. A worker who notifies the Contractor in advance of an intended absence due to an immediate family member's need for assistance in seeking medical attention or due to a family member's death, and who returns to the job site with a written doctor's assurance that said family member was treated as described or was deceased and that the worker missed work because of this will resume his or her schedule without penalty.
  4. A worker who receives authorization from the Contractor in advance for time to take care of personal business will resume his or her schedule without penalty.
- III. The Contractor will apply the conditions listed from Article 2.D.1 — Article 2.D.4 without deviation to all employees covered by this Agreement. (See Appendix F for Absenteeism Policy)
  - IV. Should there be an error in time-keeping that results in an unintended payment of overtime pay to an individual who should not have received that pay because of lost straight-time hours, and the pay period has ended, the employee will work the next scheduled overtime hours at straight time to make up the lost time in the previous pay period. If the employee has left the job, there will be no further requirement for repayment of that money.
  - V. Should there be an error in time-keeping that results in an unintended conversion of overtime hours worked by an individual to straight-time hours, the employee will be reimbursed the appropriate amount immediately.
  - VI. Chronic late arrivals, early quits, or absences will be dealt with through the Contractor's disciplinary policies. (See Appendix F for Absenteeism Policy)

## Appendix C

### Drug & Alcohol Abuse Policy

#### I. Purpose

- A. The Unions and the Contractors are committed to protecting the health and safety of individual employees, their coworkers, the client, and the public at large from the hazards caused by the misuse of drugs and alcohol. The safety of all parties dictates that employees not be permitted to perform their duties while under the influence of alcohol or drugs.
- B. Further, the Unions and the Contractors recognize the special requirements for nuclear plants imposed by the Nuclear Regulatory Commission codified in 10 C.F.R. 26, effective July 7, 1989. Accordingly, the LMCCs hereby adopt the Fitness for Duty Contractor Program Requirements as published by Southern Company Services.

#### II. Prohibited Substances

The use, possession, concealment, transportation, promotion, or sale of the following items or substances is strictly prohibited from Company premises. These items include:

- A. Illegal drugs, controlled substances (including trace amounts), look-alikes, and designer drugs.
- B. Alcoholic beverages.
- C. Drug paraphernalia.
- D. Unauthorized prescription drugs.

Employees who violate these points and principles shall be subject to discipline up to and including immediate discharge.

### **III. Conditions for Testing**

- A. The policy includes pre-employment testing, reasonable cause testing, post-accident testing, and random testing. For pre-employment testing, applicants referred for employment shall be considered probationary employees until such time as the test results are known.
- B. The policy includes testing under the following circumstances:
  - 1. Pre-employment testing.
  - 2. When an employee reports to work, and there is reasonable cause to believe the employee is under the influence or impaired by drugs or alcohol. "Reasonable cause" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the person is using drugs or alcohol. All such incidents shall be recorded in writing.
  - 3. When an employee or person is found in possession of suspected illicit or unauthorized drugs, alcohol, or prohibited paraphernalia, or when any of these items are found in an area controlled or used as access by said person(s).
  - 4. Employees involved in on-the-job accidents will be tested (unless it can be readily determined by on-site authority that the accident was solely due to equipment failure).
  - 5. Random testing.
  - 6. Update testing.

### **IV. Testing Procedures**

- A. Approved industry standard testing procedures will be utilized for initial testing. Confirmation testing will be conducted by an approved

independent certified laboratory, utilizing equipment and procedures meeting the highest standards as recognized within the drug testing industry.

- B. The Contractors and the Unions will do everything in their power to ensure the even-handed application of this policy. All employees' rights under Article VII, Grievance Procedure shall apply to this policy.
- C. The parties are committed to securing a safe, drug-free workplace with the greatest commitment to safety and the least interference in the employees' private lives.

#### **V. Entitlement to Pay / Suspension / Termination**

- A. When an employee is tested, the Company shall have the prerogative to allow the individual to return to work or be temporarily suspended, pending the outcome of the test.
- B. If the screening or the confirmation test is negative, the employee will be compensated for the time lost, if any, up to eight (8) hours per day for a maximum of up to five (5) days (three [3] week days and Saturday and Sunday, if applicable) at straight-time pay or until put to work, whichever is less, and no disciplinary action will be taken.
- C. If the screening and confirmation test results are positive, the employee will be terminated with no compensation for time lost.
- D. Any refusal for drug testing or tampering or adulteration of a specimen will be considered the same as a positive drug test result. Failure to provide a urinalysis specimen within a three (3) hour time limit without a plausible explanation will be considered the same as a positive drug test result.

- E. The use, being under the influence or possession of alcoholic beverages or unlawful drugs (including prescription medication, except as described below), marijuana and narcotics on the property. Possession or use of a prescription medication shall not be prohibited if the employee
1. notifies his or her supervisor that such medication has been prescribed,
  2. uses such medication in accordance with instructions of his or her physician, and
  3. furnishes a physician's statement that the use of such prescription medicine will not impair the employee's safe and efficient performance on the job.

# SCMMA Alabama / Georgia Addendum

## Appendix D

### Mandatory Ratio Referral

- I. In an effort to maintain each craft's wages and benefits at the rates properly negotiated in their Local or Area agreements, and to reduce labor crew cost, the Contractors and Unions agree to implement a Mandatory Ratio Referral (MRR) procedure, involving craft journeymen, apprentices, sub-journeymen, helper-trainees, helpers, and/or any other craft classification as defined by a participating craft. The approach to labor cost reduction revolves around ratios so that the average crew cost will be reduced. The ratios are to be used on all work where it is appropriate to use lesser skilled workers. Some work can only be performed by journeymen. The following are the crafts' ratios:
  - A. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers crew ratio will be two journeymen, one apprentice, and one sub-journeyman. The target cost reduction (calculated based on the above crew ratio) is approximately \$5.30 per hour as compared to the full journeyman rate package.
  - B. The crew ratio for all other crafts will be one journeyman and one apprentice or sub-journeyman.
- II. Under the MRR, the appropriate classifications in each craft will receive the following wage and benefit rates:
  - A. The journeymen in each eligible craft will receive 100% of their properly negotiated wage and benefit rates, as approved or modified by the applicable state LMCC.

- B. Apprentices will receive their appropriate percentage under the craft's agreement, based on 100% of the approved journeyman's wage and benefit rates.
  - C. Sub-journeymen, helper-trainees, helpers, and/or other entry-level craft classifications will receive the wage and benefit rates in accordance with the following:
    - 1. These classifications should maintain average package rates at no more than sixty (60) percent of the journeyman's package rate, based on an average of the highest rate in the classification and the lowest rate in the classification.
    - 2. If a craft does not have an appropriate entry-level classification other than apprentice currently negotiated into their collective bargaining agreement, the Contractor and the craft may establish the classification and wage and benefit rates under this Agreement on a job-by-job basis or for the term of the current Agreement.
- III. The applicable state LMCC shall establish a Wage and Benefit Review Committee consisting of three (3) Contractor representatives and three (3) Labor representatives appointed by the LMCC Co-Chairs.
- A. The Wage & Benefit Review Committee shall have the authority to approve or modify the wage and benefit rate submitted to the committee by each craft. Multi-year agreements may be acted upon by the committee for the term of the rates submitted.
  - B. The committee will take into consideration several factors when making its decision:

1. Wage and benefit rates for the craft in effect or recently used on similar power house or pulp and paper maintenance work in the geographic jurisdiction of the craft submitting the rates. These should be submitted by the craft with appropriate documentation at the time of the rate review request.
  2. A history of the craft's wage and benefit rates, if made available to the committee by the craft submitting rates for approval.
  3. Changes in the Consumer Price Index for all Urban Consumers (CPI-U) for the Southeastern States Region as defined by the index.
  4. Average wage and benefit increases for the craft in the region.
  5. The collective bargaining relationship of the Contractor(s) and craft.
  6. The committee may request other information or documentation from the craft as deemed necessary.
- C. The craft may appeal the committee's decision to the LMCC. Any decision by the LMCC to alter the rates set by the Wage & Benefit Review Committee will go into effect at the next full payroll period after the LMCC's decision.
- D. The Wage & Benefit Review Committee will interface with the appropriate Owner representatives to discuss changes in the rates.
- E. The effective date of any newly negotiated Local or Area wage rates or benefits shall be the date established by the negotiating committee unless objected to by other Contractors working under this Agreement. If an objection is raised as to

the appropriateness of any such wage or benefit increase, the new wages or benefits shall not go into effect until reviewed by the Wage & Benefit Review Committee as outlined above.

If the newly negotiated wage-and-benefit package is subsequently approved by the Wage & Benefit Review Committee, the effective date of any increase shall be retroactive to the date established by the Local or Area agreement. If the newly negotiated wage and benefit package is disapproved by the Wage and Benefit Review Committee, the new rates shall not go into effect and further negotiations will be required.

- IV. Mandatory ratio referral of journeymen, apprentices, and other classifications will be as follows:
- A. Apprentices, sub-journeymen, helper- trainees, helpers, and/or other craft entry-level classifications will be requested by the Contractor, and referred to the job by the Local, on a one (1) to one (1) journeyman ratio for all crafts, except Boilermakers. The ratio for Boilermakers will be two (2) journeymen, one (1) apprentice, and one (1) sub- journeyman. Apprentices, sub-journeymen, helper-trainees, helpers, and/ or other craft entry-level classifications will be assigned to work with journeymen on skilled work where possible to better learn the trade.
  - B. The ratios established for each job will be maintained by the Contractor throughout the referral, operational, and lay-off phases of the job, such that the composite hourly wage and benefit rates will not exceed the craft target rates.
  - C. Higher ratios may be worked out between the Contractor and each craft, depending on the scope of work involved, where practical and mutually agreeable.

- V. Job planning for the appropriate crew mix ratios will be established as follows:
  - A. The crafts and the Contractor will meet in advance of each project to review the work scope and jointly work out the manning and assignment requirements for the job prior to the start-up of the project.
  - B. The meeting(s) will be called by the Contractor to each craft expected to participate in the project and may be held either jointly with all crafts or individually with each craft.
  - C. It is mandatory that a pre-job conference be held with all crafts to discuss the job if the project exceeds \$100,000 in value.
  - D. A job performance review may be called within thirty (30) days of the end of the project by written notice of either the Contractor or a craft to review the project and determine what improvements may be jointly undertaken to ensure the success of future projects worked under this Appendix.
- VI. This Appendix may be modified at any time by mutual consent of the applicable state LMCC such that the needs of all parties affected by the Agreement are appropriately addressed.

# **SCMMA Alabama / Georgia Addendum**

## **Appendix E**

### **Contractor Signatory Requirements**

This Agreement is a multi-craft agreement whose history of success and reliable service to those power generation customers covered by the Agreement is based upon a dynamic relationship built through a system of fairness and equality for all parties. For this relationship to continue to work in the best interest of those dependent upon the continued success of the Agreement, that balance of fairness and quality must be maintained. Therefore, any Contractor who wishes to perform work covered by this Agreement and the Alabama and/or Georgia Addenda must meet all of the requirements listed below:

- A. Only Contractors signatory to a recognized local, area, or national labor agreement with a craft or crafts signatory to this Agreement shall have the right to sign this Agreement.
- B. The Contractor may only perform work under this Agreement that is covered by the local, area, or national labor agreement for which the Contractor demonstrates a signatory relationship.
- C. The Contractor may only perform work under this Agreement within the geographic jurisdiction of the labor agreement for which the Contractor demonstrates a signatory relationship.
- D. If a Contractor wishes to bid work outside of the geographic jurisdiction of the qualifying labor agreement, the Contractor must first sign a recognized craft local, area, or national agreement that will provide the Contractor with access to that geographic region of this Agreement.
- E. The Contractor must provide a signed signature page of the recognized labor agreement to the

applicable state LMCC Co-Chairs for verification before the Contractor will be authorized to sign and participate in the Agreement.

- F. If the LMCC Co-Chairs choose not to authorize the Contractor's participation in the Agreement, the Contractor may appeal the decision to the applicable state LMCC. If any Union wishes to challenge a Contractor's participation in the Agreement, the Union will have the right to make the challenge to the applicable state LMCC. The decision of the applicable state LMCC will be final, subject to the right to appeal to the Agreement Administrator.
- G. This applies to all Contractors who wish to participate in work covered by this Agreement.

## SCMMA Alabama / Georgia Addendum

### Appendix F

#### Absenteeism Policy

Whenever an employee is late or absent, it is his/her responsibility to notify the Contractor's office manager by phone at the start of the scheduled shift. Absences are not considered excused unless written authorization is given by the Contractor's superintendent. Any employee who exceeds the policy listed below will be terminated.

<b>Job Duration</b>	<b>Any Occurrence of Unexcused Days Absent, Tardy, or Early Check-Out</b>
1 to 2 weeks	1 allowed
3 to 4 weeks	2 allowed
5 to 12 weeks	3 allowed

**NOTE:** An additional one (1) occurrence will be allowed for each continuous month period not to exceed 4 occurrences in any 4 month continuous period.

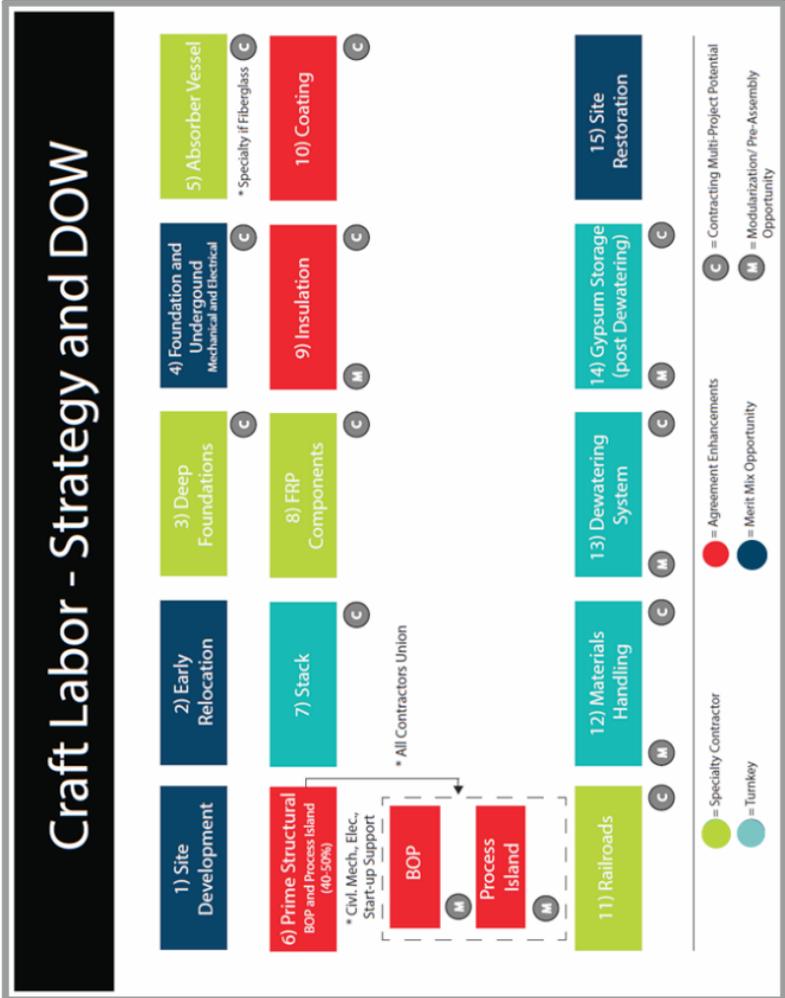
## **Excused Absences**

- A worker who notifies the Contractor of an intended absence prior to the start of his or her scheduled shift and returns to the job site with a written doctor's excuse for the absence.
- A worker who notifies the Contractor at least 24 hours in advance of an intention to be late, absent, or quit early because of requirements to serve on a jury, participate in a National Guard or military reserve activity, or other such similar requirement, and returns to the job site with a written excuse from the institution that required his or her absence.
- A worker who notifies the Contractor prior to the start of a shift of an intended absence due to an immediate family member's need for assistance in seeking medical attention or due to a family member's death, and who returns to the job site with a written doctor's assurance that said family member was treated as described or was deceased, and that the worker missed work because of this occurrence.
- A worker who receives written authorization from the Contractor's superintendent at least 24 hours in advance of an intended absence for time to take care of personal business.

# SCMMA Alabama / Georgia Addendum

## Appendix G

### Division of Work (DOW) — Environmental



# SCMMA Alabama / Georgia Addendum

## Appendix H

### Agenda Items for Pre-Job Conferences

#### A. Call to Order

#### B. Introductions

1. Management Representatives - Name, Title, & Responsibility
2. Labor Representative - Name, Title, & Organization
3. Client Representative - Name & Title

#### C. Safety Progress

1. Company Safety Organization in Detail
2. (OSHA 10 + Basic Safety Orientation)
3. Safety Procedures
4. First Aid Facilities
5. Reporting All Accidents
6. Emergency Evacuation Procedure
7. Worker Compensation Policy
8. Discussion of Drug Testing Requirements
9. Discuss Fit for Duty Requirements and Distribute Contractor Required Forms

#### D. Statement by Management

1. Project Information
    - a. Name
    - b. Location
    - c. Type of Project, Project Scope, Approximate Man-Hours, Duration, etc.
  2. History of Company
  3. Basic Labor Policy, National / Local Agreements, Specify Labor Agreement in Use
  4. Work to be Subcontracted & Identify Subcontractors if Available
  5. Require Subcontractors to Conduct Pre-Job
  6. Identify Site and Corporate Level Contractor Representatives for Labor Disputes
-

**E. Manpower Requirements**

1. Overall Manpower Schedule — Starting Date, Peak, Completion Date
2. Manpower Requirements by Craft — Date of Initial Hires, Peak
3. Discussion of Manpower Availability
4. Procedure for Requesting Craft
5. EEO Requirements
6. Code of Excellence Required
7. Layoffs /Terminations

**F. Working Conditions**

1. Company / Owner Work Rules (distribute copies)
2. Application of Work Rules (discussion)
3. Hours of Work / Time-Keeping Increments
4. Checking In & Out
5. Parking Facilities
6. Payday
7. Holidays
8. In-Plant Holidays

**G. Work Assignments**

1. Individual Work Assignments by Craft
  - a. Plans for Mark-Up Session, All Drawings from which Work Will Be Executed

**H. Operational Matters**

1. Management Organization & Chain of Command
2. Subcontracting Plans
3. Substance Abuse Policy
4. Drug / Alcohol Program
5. Drug Screening Procedures and Requirements
6. EAP References, etc.

**I. KPI Measurements****J. General Discussion****K. Adjournment**

# SCMMA Alabama / Georgia Addendum

## Appendix I

### New Construction - Fossil

This Appendix I modifies Article V, Section 2, of the Alabama / Georgia Addendum of the SCMMA by expanding the scope of work to include designated new construction of fossil generation projects. The Owners may exclude certain work scopes associated with new fossil generation projects. The Owners may exclude specialty jobs or any jobs from the Agreement in situations where a sufficient number of Contractors cannot be identified to submit competitive bids. The Owners shall notify the Agreement Administrator and the Co-Chairs of the applicable state LMCC prior to excluding such work from the Agreement. The Unions and the Contractors understand that the Owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary, with due consideration given to achieving the highest construction standards and harmonious working conditions. All other provisions of the Agreement shall apply except for the following:

#### **Article VIII — Work Assignments**

All jurisdictional disputes between or among the Unions and Contractors shall be settled and adjusted according to the present plan established by North America's Building Trades Unions or any other plan or method of procedure that may be adopted in the future by North America's Building Trades Unions. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions.

**SOUTHERN COMPANY  
MAINTENANCE AND MODIFICATION  
AGREEMENT**

**MISSISSIPPI ADDENDUM**

Covering Designated Power Generation Facilities  
within Mississippi Power Company



## Covenants

WHEREAS the Contractor is engaged in the business of assigned industrial work scope, and it being recognized that there is an essential difference in labor agreement conditions required to competitively bid and execute certain types of running maintenance work, outage work, emergency support work, and/or any area work scope in a merit and open shop environment;

WHEREAS the Unions hereto, through their designated Local Union (LU) and/or International Union Representative(s), and Contractors wish to enter into a pre-hire labor agreement for their mutual benefit, covering area work scope assigned that may not be currently covered by an applicable and/or relevant local, area, regional, or national incumbent labor agreement;

WHEREAS the Unions have in their membership throughout their respective regions members trained, competent, and qualified to perform the assigned area work scope of the Contractor;

WHEREAS the Contractor has employed and now employs members of the Unions and the Contractor may have areas of plant work scope assigned by others to the Contractor;

WHEREAS in order to ensure relative equity and uniform interpretation and application, the Unions wish to establish and administer this area- and work-scope-specific Agreement in concert, each with the other and all with the Contractor and in the best interest of the Owner;

WHEREAS the Contractor and the Unions desire to mutually stabilize wages, hours, and standardized working conditions in this Agreement for a bargaining unit separate and distinct from all others for any Owner-assigned work scope of any type; and

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 for any reason during the life of this Agreement, and provisions shall be made to achieve and guarantee this end; then

THEREFORE, BE IT RESOLVED that the Contractors and the Unions, in consideration of the mutual promises and covenants contained herein, that this Agreement for assigned work scope on industrial facilities be made as follows:

## **Article I — Intents and Purposes**

- 1.1. This Agreement is for the joint use and benefit of the parties. The various provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate subdivisions thereof. This Agreement sets forth herein the parties' joint agreements covering wages and benefits, classifications, hours of work, areas of scope coverage, and all other terms and conditions of employment to be observed by the parties. This Agreement is executed to promote maximum work and job opportunities for the parties.
- 1.2. It is mutually understood that this Agreement represents all proposals brought forth in negotiations and that the following terms and conditions relating to the employment of craft labor covered by this Agreement have been decided upon by means of collective bargaining. It is also understood that the following provisions will be binding upon the Contractor and the 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 may be modified in writing by mutual consent of the Signatory Contractors and North America's Building

Trades Unions (NABTU), in consultation with the Co-Chairs of the Labor Management Cooperation Committees (LMCCs), subject to the policies and criteria established pursuant to this Agreement.

This Agreement is a self-contained and stand-alone Agreement, and provisions in any local, area, or national labor agreement shall not apply, except, and to a limited extent, for provisions that are specifically referenced in this Agreement. This Agreement addresses unique and special needs and competitive conditions to compete in a merit-shop market, such as classifications, rates of pay, and modified fringe benefits for areas and work scope specified in **Appendix B**. For additional information refer to JI/C Bulletin 12-03-00, page 124.

- 1.3. It is understood and mutually agreed that the terms of this Agreement shall supersede and override the terms and conditions of any other local, area, or national agreement, except for work performed under the following agreements and/or circumstances: the NTD Articles of Agreement, the National Stack/Chimney Agreement, National Cooling Tower Agreement, instrument calibration work and loop checking performed under the terms of the United Association / International Brotherhood of Electrical Workers (UA/IBEW) Joint National Agreement for Instrument and Control Systems Technicians, National Agreement of the International Union of Elevator Constructors, and the UA National Specialty Agreement for the USA (as it applies to welding) with the exceptions of Mississippi Addendum Article VII (Grievance Procedure), Article VIII (Work Assignments), and Article XVII (Work Stoppages), all of which shall apply to any assigned work scope at plants and industrial facilities that are referenced in **Appendix B** to this Addendum.

- 1.4. Any union not signatory to this Agreement shall not be recognized by any signatory parties and shall have no standing for any area, work scope, or project covered by this Agreement. The Unions signatory hereto agree that they will not, in any manner, support, pressure, or otherwise request the Contractor to use non-signatory unions on the project and will perform the work of the unsigned union(s) as directed by the Contractor.

The Owner or the Contractor has the unqualified right to contract the work of an unsigned union, using various subcontractors and employees of its choice, who may or may not be covered by this Agreement. This choice is at the sole discretion of the Owner, prime contractor, or the subcontracts Contractor. Upon written request from a signatory Union, non-signatory issues and any excluded areas, work scope, or specialty work may be reviewed by the LMCC.

## **Article II — Management Rights**

- 2.1. Subject only to the limitations specifically set forth in this Agreement, the Contractor shall retain all customary and residual rights of management and shall have the unqualified right to plan, direct, and control the operations of all its work scope; hire employees and craft supervisors and determine crew size; reject any applicant referred by the Union for any lawful or non-discriminatory reason; use discretionary mixed crews and/or composite crews and determine the number of employees needed to safely perform the work; develop, revise, implement, and enforce work rules and safety rules; direct the working forces; make all work assignments and jurisdictional assignments; assign employees and supervision to their jobs; discharge, suspend,

discipline, transfer, promote, or demote employees and supervision for cause in compliance with this Agreement; lay off employees and supervision because of lack of work or for other legitimate reasons without regard to any layoff priority rules; require employees and supervision to observe the Contractor's and Owner's rules and regulations not inconsistent with this Agreement; establish, eliminate, change, or introduce new or improved methods, machinery, or quality-control standards; and procure materials, supplies, goods and services, and fabricated components from any source. The Contractor may not use these management rights for discrimination that violates state or federal employment or labor laws against any employee.

The Contractor's rights under this unique Agreement are not limited to those outlined in this Article II. The only restrictions of the Contractor's management rights are those restrictions that are specifically addressed and identified in this Agreement.

- 2.2. Under the terms of this Agreement, the Contractor may bring in or transfer up to twenty (20) percent of the craft workforce, including foreman, general foreman, and craft supervisors. Any additional craft workers will be hired pursuant to the applicable LU's referral procedure and may be modified in accordance with Article III of this Agreement.
- 2.3. The Unions understand that the Contractor is responsible for performing the required work scope and the areas assigned by the Owner or prime contractor. Therefore, the Contractor has the sole authority, discretion, and right to:
  - (a) plan, direct, and control the operation of all assigned areas and work scope;
  - (b) determine the number of employees required, and with due consideration of the appropriate

- skill mix, determine crew mix and make efficient work assignments;
- (c) hire and lay off employees as appropriate to meet area assignments, safety considerations, schedule milestones, work-load, and skill-set requirements;
  - (d) transfer, without restrictions or limitations, existing employees from one project location to another project location. This right applies to Contractors having more than one project in a geographical region within Mississippi and multiple labor agreements in territorial jurisdictions of the various LUs involved. Specific provisions for such emergency transfers across multiple Unions' local territorial jurisdiction are as addressed in a separate **Appendix A** and associated **Labor Rate Schedule (LRS)** for each Union;
  - (e) determine all work methods and procedures, and procure components, machinery, or piping from any source and without any restrictions;
  - (f) determine the need and number of foremen, name the foremen, and require the foremen to work with their tools when, in the Contractor's opinion, this option is advisable. General Foremen are assigned at the sole discretion of the Contractor. The Contractor shall provide adequate direct craft supervision on the job;
  - (g) require all employees to observe the Contractor's and/or the Owner's rules, regulations, and security procedures not inconsistent with this Agreement;
  - (h) require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or Owner; and

- (i) discharge, suspend, or discipline employees for cause, or to reject any applicant referred by the Union for a lawful or non-discriminatory reason. In the event that the Contractor does reject a job applicant, the applicant's status on the craft's out-of-work list shall not be affected.

For additional information refer to JI/C Bulletin 13-03-00: Management Rights, page 128.

- 2.4. The Contractor may maintain a variety of skills within a group of employees in order to be prepared with skill sets and/or craft supervision for any type of projected and/or contemplated work scopes and/or areas that may be assigned to the Contractor in the future.
- 2.5. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. This Agreement allows the Contractor the sole prerogative to determine the composition of work crews and make work assignments based on the safest and most efficient means of performing work. To effectively execute the Contractor's assigned scope of work (SOW), employees will cooperate with and follow technical directions from the vendor or Contractor representatives. The craft labor composition of the installation crane crews (ICC) is at the sole discretion of the Contractor, but subject to review by the LMCC.
- 2.6. All parties understand and agree that employment eligibility requires applicants to have successfully completed Occupational Safety and Health Administration (OSHA) 10-Hour Outreach Training for applicants or OSHA 30-Hour Outreach Training for supervision (as appropriate), the Owner's required drug and alcohol (D&A) screening, the Owner's specified background checks (if required), site-specific orientations, required welder testing

and certifications, trade-specific qualifications and certifications, and any other training or certifications required by the Owner and/or the Contractor prior to employment. All such required pre-employment, non-paid processing time (NPPT) activities shall be on the applicant's own time at no additional cost to the Owner and/or the Contractor. Certain pre-hire requirements are on the applicant's own time with no compensation to the applicant or cost to the Contractor. Such NPPT includes activities, such as, but not limited to, pre-hire and on-boarding processes, OSHA 10-Hour Outreach Training for applicants / OSHA 30-Hour Outreach Training for supervision (as appropriate), D&A screening, site-specific orientation, work rules, security rules, new-hire documentation, welder testing and certification(s), background check(s), trade-specific qualifications, and any other training the Owner and/or the Contractor may require prior to employment.

- 2.7. All parties acknowledge and agree that any occurrence of two (2) consecutive unexcused days absent, tardy (late start), or early out without prior notification and approval shall be grounds for immediate self-termination. Prior violations within thirty (30) calendar days will be considered a cumulative infraction, resulting in termination following a second violation. Employees may be terminated for two consecutive occurrences of unexcused absences with no prior notification, such as daily absence, tardy (late start), and early out. Work Rules will be presented during the pre-job conference (PJC), and any differences from this Agreement will be highlighted.
- 2.8. When responding to Owner-directed area work scopes — including running maintenance, outages, and emergency support work scopes — 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 loss to the Owner. Therefore, the Unions will direct employees to exhaust every effort, way, 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 area practices that limit production or increase the time or cost required to do the work shall be permitted. Furthermore, no limitations shall be placed upon the amount of work that an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, purchased components (including pre-fabricated pipe), tools, or any labor-saving devices.

- 2.9. It is understood by the Contractor and agreed to by the Unions that the employee of the Contractor will perform the assigned work and area requested by the Contractor or others without having any concern or interference with any other work or area performed by any employees who are not covered by this Agreement or any other labor agreement.
- 2.10. Tool loss will not be tolerated on any of the assigned work scopes executed under this Agreement. Employees who repeatedly check out hand tools that are later not identified on a site tool check / wrap-up, inventory audit, or termination tool check audit review will have the invoice cost of any missing tools deducted from their final paycheck. Tool room check-out and return procedures will stress the potential cost penalties for violations of this Section. Restitution for lost or unaccounted for tools may be deducted from an employee's weekly paycheck.

## Article III — Union Security and Referral

- 3.1. The Contractor agrees that it will, when requested by the appropriate Union, deduct from the gross wages of each employee, who is at the time a member of the Union or has made application to become a member of the Union, current Union dues and any voluntary deductions for charitable contributions that are sponsored or supported by the Union representing the employee. The deductions shall be made by the Contractor upon presentation of a proper legal payroll deduction authorization for each such type of payment, signed by the employee, and requesting such deduction be made. The deductions made shall be remitted monthly in the following month to the respective LUs.
- 3.2. The Unions are recognized by the Contractor as a source of employment referrals. The appropriate primary LU will be contacted first and shall refer applicants to the project for direct employment, according to the LU's referral procedures, except as may be modified by the special provisions and requirements of this Agreement. When the primary LU is unable to fill the Contractor's manpower requisitions, the Contractor has the right to hire qualified craft labor from other secondary Unions, subject to their policies, hiring procedures, and **Appendix A/LRS**.
- 3.3. The Unions acknowledge that extreme fluctuations in labor demand may occur for emergency work scope performed under this Agreement and will make every effort to fulfill the manpower requests of the Contractor in a timely and expeditious manner. Emergency transfers are addressed and governed by **Appendix A/LRS** for each Union.
- 3.4. When the applicable primary and secondary Unions are unable to fulfill the manpower requests within

twenty-four (24) hours, emergencies excluded, the Contractor shall not be restricted from soliciting and hiring qualified personnel from any other source(s) directly at the project site. Applicants not referred by the Unions and hired directly at the project site shall be paid no less than a comparable compensation package, as referenced in the appropriate classification in **Appendix A/LRS**. The provisions of this Agreement shall not apply to any applicant until he or she is employed on a project.

- 3.5. At the Contractor's sole discretion, a ratio of at least one (1) apprentice, helper, trainee, or other non-journeyman classification for every one (1) journeyman may be hired and maintained. In the event that the Union cannot supply apprentices, helpers, trainees, or other non-journeymen as required, the Contractor may hire from any source available to achieve the one-to-one ratio set forth above. Recognizing the need to maintain the continuing support of apprenticeship and similar training programs in the construction industry, the Contractor will, to the extent permitted by safety and job-site conditions, employ apprentices, helpers, trainees, or other non-journeymen to perform work that is safely within their capabilities. Special Classifications are referenced in **Appendix A/LRS** and are essential to reduce overall crew costs.
- 3.6. The LMCC will develop special provisions to address pre-employment processes and applicable background checks for plants covered by security- and site-access requirements mandated by the government, Owner, or others.
- 3.7. For all projects, modifications, and maintenance work performed by Contractors at plants and industrial facilities listed in **Appendix B** that are within the area jurisdiction of the Central Mississippi Building

and Construction Council (Central Mississippi B&CC) or Gulf Coast B&CC, the Contractor (at any tier) agrees to deduct \$0.10 per hour worked on the defined projects from the paycheck of each of its employees covered by this Agreement, provided that the employees have executed proper written authorization for such deduction.

The deduction remittance shall be paid on a monthly basis no later than the fifteenth (15<sup>th</sup>) of each month following the calendar month in which the authorized deductions were made. Such deductions shall be specified on each Union's **LRS** as a deduction from the base hourly rate. Not applicable for other locations.

- 3.8. The parties agree to facilitate the entry of veterans and wounded warriors who are interested in pursuing a career in the construction industry into the building and construction trades unions. The Contractors and Unions agree to use the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" (H2H) program to serve as a resource for advancing the entry of qualified veterans and wounded warriors into the construction industry trades. This paragraph is applicable on all projects.
- 3.9. The Central Mississippi B&CC or Gulf Coast B&CC will accept referrals from the Mississippi Department of Employment Security Workforce Investment Network (WIN) Centers.

## **Article IV — Non-Discrimination and Workplace Harassment**

- 4.1. The Contractors and Unions strongly reaffirm their joint commitment to maintain a productive workplace that is free of all discrimination and all acts, expressions, or behaviors that constitute harassment or that create a hostile work environment for any individual(s).
- 4.2. The workforce referred for employment by the Unions to the Contractors is highly skilled and comprised of a diverse group of individuals with differences relative to race, color, sex, national origin, age, disability, and religion. Labor and management jointly commit to work together in a good-faith, harmonious collective-bargaining relationship, regardless of social diversities. The Unions will implement their respective “Codes of Excellence” or “Codes of Conduct” programs, which by reference are incorporated into this Agreement. All applicants referred and hired to work on projects covered by this Agreement commit to full compliance with these programs.
- 4.3. The Contractors and Unions will not tolerate any discrimination or harassment, including physical or verbal acts that are offensive or show hostility or discrimination toward individual(s) because of race, color, sex, national origin, age, disability, or religion.  
  
Prohibited misconduct includes, but is not limited to, epithets, slurs, negative stereotyping, threats, intimidations, hostile acts, written material, or graphic material.
- 4.4. Through this zero-tolerance policy statement, the parties to this Agreement reaffirm their commitment to a non-discrimination and harassment-free workplace. All parties and the represented workforce

will work together to ensure that any violations of this code of behavior and the referenced Unions' various "Codes of Excellence" or "Codes of Conduct" programs are met with the strictest means of rebuke and individual penalization allowed by employment law and by the Unions' various constitutions, bylaws, executive board actions, and internal discipline procedures. Significant violations are subject to Contractor disciplinary actions, up to and including termination.

- 4.5. All male-gendered references, nouns, pronouns, and titles in this Agreement also refer to females. All references in this Agreement, its addenda, and attached documents are gender-neutral.
- 4.6. Employees and their Unions alleging any violation of this Article or the provisions contained therein shall first use the procedures specified in Article VII of this Agreement and otherwise exhaust all available internal appeals and administrative procedures prior to filing any claim or charge with any governmental agency.

## **Article V — Agreement Scope of Work**

- 5.1. This consolidated Agreement covers only that area and SOW assigned by the Owner and/or the prime contractor to the Contractors and performed by their employees who are covered by this Agreement and the plants listed in **Appendix B**. The area and assigned SOW are as defined in **Appendix B**, which, by reference, is made a part of this Agreement. This one consolidated agreement for all areas and work scopes not assigned to the Contractors are specifically excluded from this Agreement. All Unions, through their agents, representatives, and others, waive all rights and legal claims to any area

or work scope assigned to others and not performed by employees of the Contractor.

The scope and coverage of this labor Agreement is limited to assigned projects, areas, and work scopes performed at the plant or site of construction / modifications, start-up, emergency work orders, plant outage response tasks, maintenance or repairs, or as defined in **Appendix B**. This Agreement shall exclude any and all off-site work. Supervision above general foreman, all non-manual and exempt employees, and all areas, plants, and/or work- scope hours not assigned to the Contractors are all specifically excluded from this Agreement. The Unions understand and agree that there is a zero-tolerance disciplinary policy regarding project security rules as well as a non-solicitation / non-organizing work rule on the project. No “alter ego” claims are allowed.

- 5.2. The Owner and/or prime contractor may, at their sole discretion, exclude from this Agreement any specialty work, any other work scope not assigned to Contractors, any non-assigned areas, and any areas or work scope not performed by the Contractors’ manual craft labor employees who are trained, dispatched, and represented by the Unions.
- 5.3. The Unions and Contractors agree and acknowledge that the Owner and/or prime contractor may choose to perform, directly subcontract, or purchase any areas or any part or parts of the work scope necessary for a project or plant. Such areas or work scopes not assigned to Contractors shall not be covered by this Agreement. This Agreement does not abate or abridge the rights and authorities under the sole discretion of the Owner and/or prime contractor, such as work scope determinations, area or work scope assignments to other Contractors or contractors,

commercial contract considerations, prime contract or subcontract decisions, and all other such matters under the exclusive prerogative and direct control of the Owner, the prime contractor, and/or any other parties not bound to this Agreement. Contractors have no authority or control over the assignment of work scope. For additional information refer to JI/C Bulletin 12-02-00: SOW, page 122.

- 5.4. Contractors may subcontract their assigned areas or work scope performed at the site of construction as long as subcontractor(s) are limited to Contractors (at any tier) who sign the LOA binding the subcontractor(s) to this Agreement.

Fire watch, hole watch, warehousing, tool cribs, weld rod control, janitorial work, Emergency Medical Technician / Health Safety Environmental support, non-destructive examination, quality control (QC) support, stress relieving, and any site-specialty work may, at the sole discretion of the Contractor or the Owner, be excluded from this Agreement. At the sole discretion of the Contractor, available apprentices or helpers may be used to staff the above-listed, excluded work.

- 5.5. This Agreement shall only apply to and cover the assigned work scope performed by Contractors executing the LOA and to their employees. This Agreement shall not apply to parent corporations, any other subsidiaries, related companies, or joint ventures not executing the LOA. The specific coverage area of this 8(f) labor agreement and the scope or area of any collective-bargaining relationship established herein by the execution of this 8(f), pre-hire labor Agreement applies only to areas of work scope and to employees of the Contractors. This Agreement does not apply to any related enterprises that are not executing the LOA

or to their craft employees. Unions waive any “alter ego” claim or cause of action. Refer to Section 5.1 for additional clarification.

- 5.6. Excluding emergency work, a PJC will be scheduled with participation by the area council, the signatory Unions, and any subcontractors. Pre-job reviews for emergency work will be conducted by telephone or email.

## **Article VI — Agreement Administration**

The Agreement Administration provisions are set forth in the first section of this Agreement and incorporated by reference into this Addendum.

## **Article VII — Grievance Procedure**

The grievance procedure is set forth in the first section of this Agreement and is incorporated by reference into this Addendum.

## **Article VIII — Work Assignments**

- 8.1. The parties agree that the Contractor has the sole responsibility for all work assignments, and the Unions shall comply with such assignments. Work assignments will be predicated upon safety, skill sets, labor availability, prior training, and job efficiency. At the Contractor’s sole discretion, the Contractor may use core or base crews of a composite or mixed ratio of craft labor to execute assigned work scope. Traditional jurisdictional lines shall not apply to work performed by these crews. At the written request of any signatory Union, the composition of any crew mix arrangement may be reviewed at the LMCC

meeting. Procedures and practices in local, area, or national labor agreements and any “area practice” regarding jurisdiction of work and jurisdictional issues shall not apply to work scope performed under this Agreement. Notwithstanding, any union signatory to this Agreement may request that the Mississippi LMCC review work assignments for fairness, equity, and recognition of historical craft jurisdiction practices, as may be modified by the competitive intents of this Section. Any dispute will be determined by the LMCC, and it is the intent of the parties that the LMCC shall render a final decision and use its best efforts to do so. Notwithstanding, if despite best efforts the LMCC deadlocks, the dispute may be reviewed by the impartial Arbitrator. For additional information refer to JI/C Bulletin 12-03-00: Craft Jurisdiction SOW, page 124.

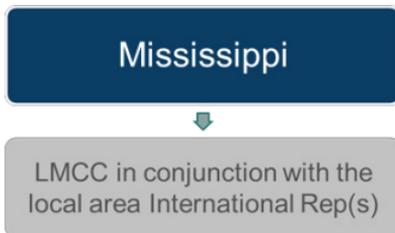
- 8.2. Operations of the installation crane crews (ICC), including material handling, rigging, lifting, setting, etc. with respect to steel erection, duct work, piping, equipment, components, and miscellaneous items will be at the Contractor’s sole discretion and will remain consistent for the duration of the work scope and/or projects assigned by the Owner. All parties understand and mutually agree that the safety and productivity of the ICC is critical to the success of any project. Furthermore, in response to expanded industry qualification verification and new OSHA certification requirements, all parties agree that the Contractor is uniquely in the best position to identify, verify, select, and assemble the craft composition and supervision of the ICC. The craft labor composition of the ICC is at the sole discretion of the Contractor but subject to review by the LMCC.
- 8.3. Since presently established jurisdictional dispute settlement procedures are not applicable to the work scope covered by this Agreement, any disputes

arising from the Contractor's work assignment(s) shall be referred to the LMCC and then to the local area International Representative(s)' designee for resolution, as appropriate.

Resolution will occur without any interruption in the Contractor's efficient and continuous work operations on the Owner's plant facilities. The Contractor's original work assignment shall continue until the LMCC reaches a joint resolution. The joint resolution shall not result in any double-manning or in any significant increase in overall labor cost. Such agreed joint resolution(s) shall be reduced to writing, and the Contractor shall promptly comply.

- 8.4. Under this Agreement, no other procedures or proceedings for the resolution of jurisdictional disputes or work assignment disputes shall apply or be recognized.

## Work Assignment Resolution Process



## Article IX — Union Representatives

- 9.1. Each Union that is party to this Agreement shall have the right to designate a working journeyman as a steward, and the Contractor shall be notified in writing of such designation. The steward shall be a qualified employee performing work of that craft and shall not exercise any supervisory or management functions. Each steward shall be concerned with the employees of his or her craft and not with the

employees of any other craft. The Contractor shall neither discriminate against the steward nor afford the steward any preferential treatment. The Contractor shall notify the LU prior to the termination of a steward. In the case of a layoff, a steward who was referred and employed after the foreman should be laid off prior to the foreman, provided they are both qualified to perform the assigned work. In accordance with Article I, provisions in local, area, or national agreements governing stewards shall not be applicable to this Agreement and are not intended to be construed as a way to circumvent each Union's rights to designate a working steward who meets all of the Contractor's qualifications.

- 9.2. Business representatives of any of the Unions shall be provided access to projects covered by this Agreement. Requests for site access shall be arranged through the Contractor in accordance with the Owner's and Contractor's uniform rules of safety, security, and project access. Each Union shall designate one (1) official as its representative and inform the Contractor in writing. For additional information, refer to JI/C 15-02-00, page 132.

If relations between the designated union representative and the Contractor become non-cooperative, the Contractor may request the LMCC to investigate the circumstances and take the necessary action(s) to keep this Agreement enforced in good faith, promoting ongoing, harmonious labor/management relations. The LMCC, LU, and involved Contractor will resolve any issues that result in non-cooperative behavior.

## **Article X — Wages, Benefits, and Payday**

- 10.1. Wage rates, fringe benefits, and classifications for work performed under this unique Agreement shall
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be only those identified in **Appendix A/LRS** for each Union, which, by reference, are made a part of this Agreement. Various apprentice rates of pay shall be a percentage of applicable journeyman rate(s) referenced in the **LRS** for each local Union, which by reference is incorporated.

- 10.2. For purposes of this Agreement, any wage premiums established under other labor agreements, such as hazard pay, acid pay, high or low work, confined space, toxic materials, and other similar premiums shall not be applicable. Subsistence, travel allowance, mileage, or pay for travel time will only be paid with the prior approval of the Owner representative.

When zone-type wage structures are established in the area of the project(s), the project(s) will, under this Agreement, be considered as being within the base (free) zone rate. Emergency transfers are addressed and governed by **Appendix A/LRS**. Employees who report to their primary work location and are subsequently directed to report to a secondary work location within any twenty-four (24) hour period shall be paid a reassignment allowance as approved by the Owner. Employees who receive advanced notice to report to a new primary work location shall not qualify for a reassignment allowance.

- 10.3. Contributions to health and welfare funds, pension funds, 401(k) or annuity funds, apprenticeship and training funds, national training funds, national labor / management funds, and other legally negotiated and jointly administered fringe benefit funds shall be paid only for work hours on assigned work scope and in accordance with the Unions' applicable **Appendix A/LRS**. The Contractor agrees to be bound by all applicable, legally constituted trust funds that have been established between the Unions and contractor associations through their respective recognized
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bargaining agents and as specified in the local collective bargaining agreement (CBA), where not inconsistent with this Agreement or **Appendix A/ LRS**.

Bonding requirements specified in the local CBA or trust documents are waived for projects worked under this Agreement. All deductions from employee base pay for remittance to a Union's various funds require a written authorization form, which will be retained in the employee's personnel file. The Agreement is an 8(f) pre-hire labor agreement in the construction industry. Therefore, any Union pension trust fund covered by this Agreement that has not adopted the Construction Industry Exemption authorized by Section 4203(B)(1)(i) of the Employee Retirement Income Security (ERISA) Act of 1974 shall not be recognized. Contractors are not required to make payments to pension funds that do not adopt the Construction Industry Exemption. No other "in lieu of" payment scheme(s) will be recognized or required.

- 10.4. National training funds, industry cooperation funds, labor / management cooperation funds, or national training / recruiting funds that are currently recognized and approved for payment for work under the General Presidents' Project Maintenance Agreement (GPPMA) shall also be recognized under this Agreement, excluding payment into any newly established labor / management funds that are not reviewed with the Owner and approved / recognized for payment under the GPPMA.
- 10.5. Payday shall be once each week, during working hours, and no later than the fourth working day following the end of the Contractor's weekly payroll period. This schedule allows no more than three (3) workdays' holdback in any one payroll period. The

Contractor's current procedure is to have payroll end on the last shift on Sunday, with the regular payday the following Thursday. Employees are to be paid directly by direct deposit or by payroll check distributed on site or through first class mail. If an employee's check is mailed, the Contractor shall mail this check no later than the fourth working day following the end of the weekly payroll period. When employees are laid off or terminated during regular business hours, they shall be paid all wages due.

Employees who are laid off or terminated during non-regular business hours (nights, weekends, holidays, etc.) shall have the final paycheck mailed to their last address of record. The mail must be postmarked by the close of the first regular business day. Final paychecks, under these circumstances only, will have two (2) hours of straight time added to the check. Failure to mail the final paycheck by the close of business (COB) on the next regular business day will result in a four- (4) hour, straight-time penalty being added to the final paycheck.

## **Article XI — Hours of Work, Overtime, Shifts, and Holidays**

- 11.1. A standard works schedule shall be defined as a twenty-four (24) hour period beginning at the scheduled starting time of the day shift. An employee's base rate and any overtime pay are calculated on the basis of the day work rates only, without regard to clock or calendar changes. A standard workweek shall be defined as five (5) consecutive days, beginning with the starting time of the Monday day shift. A modified workweek schedule shall be defined as four (4) consecutive days, beginning on Monday or Tuesday. Nothing in this Agreement shall be construed as guaranteeing any

employee eight (8) hours of work (or pay) per day or forty (40) hours of work (or pay) per week. The starting time for the standard workday shall be between the hours of 6:00 a.m. and 9:00 a.m. The standard workday shall be eight (8) hours (5/8s) or ten (10) hours (4/10s) exclusive of a 30-minute, unpaid lunch period.

- 11.2. All hours worked after forty (40) hours straight time when working a 5/8s or 4/10s base schedule are subject to the forty- (40) hour, straight-time rule before any overtime is paid in the same workweek. For additional information, refer to JI/C Bulletin 14-03-00: ST Rule / Shut Down, page 130 and 15-01-00, 40-Hour ST Rule, page 131.

An inclement weather mandatory make-up day will be Saturday on the 5/8s schedule. The inclement weather mandatory make-up day will be Friday for the Monday-through-Thursday 4/10s schedule. The inclement weather mandatory make-up day for the Tuesday-through-Friday 4/10s work schedule will be Saturday. Any make-up day is mandatory for the employee. For additional information, refer to JI/C Bulletin 14-03-00: ST Rule / Shut Down, page 130.

Subject to the forty- (40) hour, straight-time rule, each scheduled day, or up to ten (10) hours on a make-up day, shall be at straight time. When the Contractor uses a make-up day, the scheduled workday can be eight (8) or ten (10) hours. The Contractor may change from one schedule to another (5/8s to 4/10s, for example), subject to the Union being given at least three (3) calendar days' notice of the change, emergencies excluded. For additional information, refer to JI/C Bulletin 14-03-00: ST Rule / Shut Down, page 130. Any make-up day is mandatory and not optional for the employee. No overtime until the employee hours exceed forty (40) straight-time hours in the same work week. Maximum overtime

rate is time and one half. No double time.

- 11.3. All hours worked on Sundays and holidays shall be paid at the rate of time and one-half, which is the maximum overtime pay under this Agreement. Under this Agreement, no overtime provisions (or overtime pay) shall apply until the employee has worked in excess of the mandatory-eight (8) or mandatory-ten (10) assigned schedule (up to 40 hours) in the same workweek.

The only exceptions to the mandatory straight-time / required-attendance requirements are absences covered by the Family and Medical Leave Act (FMLA), other absences covered by various government rules and regulations, jury duty, military duty, and approved funeral leave.

Employees who are hired or terminated in a workweek in which they were not afforded the opportunity to work a forty- (40) hour, straight-time workweek shall not be penalized for that week. Any make-up day is mandatory and not optional for the employee. No overtime until exceed forty (40) straight-time hours in the same work week. Maximum overtime rate is time and one-half. No double time.

- 11.4. Subject to the forty- (40) hour, straight-time requirements, all time worked before and after the regular established shift hours in any twenty-four (24) hour period or on the fifth, sixth, or seventh day (depending on the workweek schedule) shall be paid at the overtime rate of time and one-half. Any employee working beyond his or her assigned shift shall be paid at time at one-half of his or her day base rate, which is the maximum overtime rate for any work performed under this Agreement. The forty- (40) hour, straight-time rule shall apply.
- 11.5. When an employee is required to work more than four (4) hours of unscheduled overtime beyond his

or her regularly scheduled shift, the Contractor will arrange for one (1) meal or pay \$12 in lieu of a meal. This provision shall be repeated after each four (4) hours of overtime thereafter. These provisions shall not apply when employees are given prior notice of overtime work or an extended work schedule.

- 11.6. When two (2) shifts are worked, the first or “day shift” shall be established on an eight- (8) or ten- (10) hour basis. The second shift shall be established on an eight- (8) or ten- (10) hour basis plus 1.067 times the base rate of pay. When shift work is established, it must continue for a minimum of three (3) consecutive days. If this minimum is not met, then all work shall be considered overtime work and paid accordingly. No overtime will accrue until an employee exceeds forty (40) straight-time hours in the same workweek. Maximum overtime rate is time and one-half. No double time is allowed.
- 11.7. The Contractor may select and establish a normal workweek consisting of four (4) ten- (10) hour days Monday through Thursday or Tuesday through Friday, exclusive of a thirty- (30) minute, unpaid meal period. The Contractor may establish a second shift, consisting of ten (10) hours plus 1.067 times the base rate of pay, including a thirty- (30) minute, unpaid meal period. When working two (2) shifts, the first shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. The second shift shall commence within a period of time not to exceed three (3) hours upon expiration of the first shift.

In the event of inclement weather or any other circumstance(s) that prevents the performance of work during the period Monday through Thursday or Tuesday through Friday, Friday or the following Monday may be used as a make-up day. The first ten (10) hours worked on each scheduled day or up to ten (10) hours on a make-up day shall be at straight

time. When the Contractor uses the make-up day, the scheduled workday can be eight (8) to ten (10) hours. The Contractor may change from one schedule to another (5/8s to 4/10s, for example), subject the Union being given at least three (3) calendar days' notice of changes, emergencies excluded.

- 11.8. Other special shift configurations may be developed by the LMCC to address unique and/or specific circumstances or situations. Such agreements shall be reduced to writing, signed by the LMCC Co-Chairs, and issued as an addendum to this Agreement.
- 11.9. The following six (6) days shall constitute the recognized nonpaid holidays within the terms of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Additional holidays may be established by the LMCC. All work on holidays shall be at time and one-half, regardless of the forty- (40) hour, straight-time requirement. Holidays that do not fall on a scheduled workday shall not be observed in any form. Mardi Gras Day is a holiday in Louisiana only.

## **Article XII — Reporting Time and Call-Ins**

- 12.1. **Reporting Pay** — When employees or new hires report to work as normally required and are not given the opportunity to work because work is not available, unless they were notified before the completion of the previous day's work, they shall be paid two (2) hours at the applicable rate as long as they are available at their work stations. An employee who is put to work shall be paid for the hours actually worked, but not less than two (2) hours. It shall be the Contractor's prerogative whether or not to stop the work. This article shall not apply to employees

who refuse to start work or who stop work on their own volition.

12.2. **Call-Ins** — A “call-in” shall be defined as notice given to an employee, by whatever means, to report for work outside his or her regularly scheduled shift. Call-ins shall be paid in accordance with one of the following circumstances:

- (a) Call-in hours worked prior to and continuous with an employee’s normally scheduled shift shall be paid on the basis of hours actually worked at the applicable overtime rate. Scheduled shift hours worked shall be paid at the regular rate.
- (b) When an employee is called in to work at or after the established starting time on Saturday, Sunday, a scheduled day off, or a holiday, he or she shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when the call-in is prior to and continuous with normal work hours.
- (c) If there is an overlapping of an employee’s time from the 5<sup>th</sup> day to the 6<sup>th</sup> day, the 6<sup>th</sup> day to the 7<sup>th</sup> 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 subsection (b) above at the applicable overtime rate. However, at no time shall an employee receive the four- (4) hour guarantee more than once for any one call-in.

12.3. On a call-in for which guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Contractor. If an employee stops work for personal reasons without approval of the Contractor’s representative, he or she shall be entitled to pay only for the hours actually worked in the day, and the four- (4) hour minimum condition shall not apply.

## **Article XIII — Health, Safety, and Environmental**

- 13.1. The employees covered by the terms of this Agreement shall at all times be bound by the safety rules and regulations established by the Contractor and/or the Owner. To protect the safety and health of employees, all parties agree to comply with applicable provisions of all state and federal laws and all such regulations relating to job safety, a healthy and safe work environment, and all project-specific standards, covering construction and industrial safety, industrial hygiene, and environmental compliance.
- 13.2. The Contractor shall supply and all employees shall be required to properly use appropriate personal protective equipment (PPE) prescribed by state and/or federal health and safety standards or by the Contractor's safety rules, procedures, and regulations. Failure of an employee to properly use such PPE or to comply with all laws, regulations, and the project safety plan and rules shall be grounds for disciplinary actions, up to and including termination.
- 13.3. Where an unsafe condition is alleged to exist, the affected employee(s), through their jobsite representative, shall first notify the Contractor. The Contractor shall then take any necessary corrective action(s). If the parties fail to resolve any difference or disagreement over the existence of such alleged unsafe conditions or the appropriate corrective actions, the issue shall be referred to the Contractor's safety professionals and to management.
- 13.4. In the event of any work-related injury or accident, nothing in this Agreement will make the Union or Owner liable to any employee or to other persons or parties. It is the responsibility of the Contractor to implement all OSHA, federal, and state safety and health requirements.

- 13.5. All craft laborers referred to projects shall have OSHA 10-Hour Outreach Training, other applicable safety certifications, and American National Standards Institute (ANSI) approved hard-toed safety work boots as a condition of employment on projects covered by this Agreement. The Contractor's lead craft supervisors will have OSHA 30-Hour Outreach Training certifications. Certain pre-hire requirements are on the applicant's own time with no compensation to the applicant or cost to the Contractor. Such NPPT includes activities, such as, but not limited to, pre-hire and on-boarding processes, OSHA 10-Hour Outreach Training for applicants / OSHA 30-Hour Outreach Training for supervision (as appropriate), D&A screening, site-specific orientation, work rules, security rules, new-hire documentation, welder testing and certification(s), background check(s), trade-specific qualifications, and any other training the Owner and/or the Contractor may require prior to an applicant being employed on the project.
- 13.6. The Unions agree to comply with any D&A testing programs that may be required by the Owner or established by the Contractor as a condition for site access. Such D&A programs shall, at a minimum, include pre-employment testing, for-cause testing, post-accident / incident testing, and random testing. All D&A testing programs shall comply with applicable state and federal laws and regulations. Refer to Sections 2.6 and 13.5 for clarification of NPPT.
- 13.7. If a quick-test D&A testing procedure is used and yields an inconclusive determination and the individual is removed from the project pending a final determination, the individual shall be compensated up to a maximum of twenty-four (24) straight-time hours for any waiting time if the final determination is a negative finding. If the final determination is a positive finding, the individual shall receive no

compensation and shall be denied site access. All off-site testing is NPPT. For additional information refer to JI/C Bulletin 14-02-00: D&A Quick-Test Waiting Time, page 129.

## **Article XIV — General Working Conditions**

- 14.1. It is agreed that the Contractor may establish, amend, modify, and enforce project rules and regulations consistent with the terms and conditions of this Agreement. Such rules, regulations, and procedures shall be reviewed by the LMCC and copies made available to the Unions and employees covered by this Agreement. It is further agreed that violation of these project rules, regulations, and procedures is direct and just cause for disciplinary action, up to and including immediate discharge, subject to the grievance procedure of this Agreement. The Unions understand and agree that there is a zero-tolerance disciplinary policy regarding project security rules and a non-solicitation / non-organizing work rule on the Project. No “alter ego” claims.
- 14.2. No employee or Union will interfere with the work of any other employees or Contractor. All parties on the project will work together in a cooperative manner without interference or disruption. The Unions understand and agree that there is a non-solicitation/non-organizing work rule on the project and that no “alter ego” claims are allowed (Addendum One [1], Item Eight [8]). Any violations of this provision shall be subject to disciplinary action(s) up to and including termination. Labor harmony is required.
- 14.3. Individual refreshment / coffee breaks may be taken at the employee’s place of work as the work schedule permits. Organized breaks and “gang breaks” shall not be permitted unless authorized and directed by the Contractor’s senior management.

- 14.4. Employment begins and ends at the project limits. Unless they are engaged in a specified activity at the express direction of the Contractor, employees are not acting within the scope of their employment while off project limits.
- 14.5. Employees shall badge in / check in on their own time and shall be at their place of work at starting time. Employees will badge out / check out on the Contractor's time. Employees will be released from their work location with sufficient time to be at the badge-out / check-out location at quitting time. The Contractor, at its sole discretion, shall determine the pickup / cleanup time that is required. Late starts and early quits will not be tolerated, and violations will be docked in six- (6) minute increments.
- 14.6. Subject to prior approval of the LMCC, and due to unique circumstances or special conditions, some project locations may require busing of employees. At the beginning and end of the shifts, employees will commute to and from the project and the designated parking areas / pickup points on their own time.
- 14.7. Employees required to possess certain certifications — such as welding, scaffold erection, hazardous material abatement, Transportation Worker Identification Credential (TWIC), competent rigging / signal person, crane and equipment operators, or Commercial Driver's License (CDL) — shall obtain and retain the appropriate certification(s) on their own time and at no expense to the Contractor. For additional information refer to JI/C Bulletin 12-01-00: Welder Testing and Certifications, page 121.

Unions agree to use their existing training, upgrading, certification, and marketing programs to be compliant with this provision. The Contractor will provide overview and oversight to ensure compliance with the various certifications, regulations, laws, and codes.

- 14.8. For work on projects covered by this Agreement, the Contractor can request employee applicants with special qualifications, security clearances, skills, certifications, training, or prior supervisory experience with the Contractor. The applicable primary Union shall dispatch / refer the first applicant on the referral list that meets the qualifications the Contractor requires and requests. If requested by the Union referral facility, any such Contractor special requests shall be communicated by fax, email, or written correspondence. Call-by-name applies to any Union which recognizes this practice.

### **Article XV — Protective Legislation**

- 15.1. All parties to this Agreement shall have the protection of all applicable federal, state, and local laws that are not inconsistent with any lawful provisions of this Agreement.

Any exceptions or disputes will be addressed and resolved by the LMCC.

### **Article XVI — General Saving Clause**

The General Saving Clause is set forth in the first section of this Agreement and is incorporated by reference into this Addendum.

### **Article XVII — Work Stoppages**

- 17.1. There shall be no strikes, work stoppages, picketing, or slowdowns by the Unions or employees against any Contractor performing work on the project site that would affect the terms of this Agreement. There shall be no lockouts by the Contractor.

Contract expiration for a local CBA shall not impact this Agreement. Wages and fringes (W/F) shall be adjusted annually by joint agreement of the Facilitator and the applicable Unions. The applicable **Appendix A/LRS** will be revised accordingly.

- 17.2. To achieve the no-strike commitment of the parties, the following procedures will be followed:
- (a) If the Contractor contends that any Union has violated this Article, the Contractor will electronically notify the LMCC Co-Chairs in writing of the Union involved in the alleged violation. The LMCC Co-Chairs will immediately instruct the LU to cease any violation of this Article and advise the Contractor and LMCC Co-Chairs of the action taken.
  - (b) After twenty-four (24) hours from the above-mentioned notice, if corrective action has not taken effect, the Contractor shall notify the LMCC Co-Chairs, who will immediately institute any necessary further action. In the event further action becomes necessary, it is understood that the LMCC pledges its full cooperation and will institute any action necessary to protect the integrity and ongoing work activities of the project.
  - (c) In the event that this further action implemented by the LMCC Co-Chairs has not resolved the violation, the LMCC Co-Chairs and/or the Contractor shall notify the Agreement Administrator to coordinate immediate and final resolution, utilizing if necessary the General President(s) of the Union(s) involved to immediately instruct the Local Union(s) to cease any violation of this Article.

- (d) If any of the Unions contend that the Contractor has violated this Article, such Unions, on behalf of the employee(s), will immediately notify the designated representative of the Contractor, who will immediately take any necessary steps within his or her means to bring about corrective action.
- 17.3. After the Unions and/or LUs and Contractors have been notified of the facts, 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 is alleged:
- (a) The party invoking this procedure shall notify the Agreement Arbitrator, (as designated in Article VII). 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 LMCC Co-Chairs, the Agreement Administrator, the involved General President(s), International President(s), LU(s) and Contractor(s).
- (b) Upon receipt of said notice, the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (c) The Arbitrator shall notify the parties by electronic means or any other effective written means of the place and time chosen for the 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.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article 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 the 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 electronic means upon issuance.

- (e) Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above 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 *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by registered mail delivery to the last known address.
- (f) Any rights created by statute or law governing arbitration proceedings that are inconsistent with the above procedure or that interfere with its compliance are hereby waived by the parties to whom they accrue. Refer to Section 16.1 for clarification.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and expenses shall be borne by the moving party.
- (h) If the Arbitrator determines that a violation has occurred in accordance with Section 17.3(d)

above, the party or parties found to be in violation shall pay liquidated damages in the following amounts: for the first shift in which the violation occurred, \$50,000; for the second shift, \$75,000; for the third shift, \$100,000; for each subsequent shift on which the craft has not returned to work, i.e. \$100,000 per shift. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the Owner or to the affected party. The Arbitrator shall retain jurisdiction to determine full compliance.

- 17.4. The procedures contained in Section 17.3 shall be applicable to alleged violations of this Article. Disputes alleging violation of other provisions of this Agreement — including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article — shall be resolved exclusively under the grievance adjudication procedures of Article VII — Grievance Procedure.

## Work Stoppage Resolution Process



## Article XVIII — Term of the Agreement

The Term of the Agreement is set forth in the first section of this Agreement and is incorporated by reference into this Addendum.

# SCMMA Mississippi Addendum

## Letter of Assent

The undersigned Contractor (contractor or subcontractor), through its authorized officer or representative, signs this Letter of Assent binding the Contractor to the Southern Company Maintenance and Modification Agreement, including the Mississippi Addenda and Appendices, for all assigned scope of work (SOW) executed by the Contractor at plant locations listed in **Mississippi Addendum Appendix B**. The Contractor acknowledges that no other collective bargaining agreements apply, except as may be specifically referenced in the Agreement. The undersigned Contractor agrees and accepts that the Agreement covers only that SOW assigned to the Contractors and performed by their craft employees at various Southern Company plant locations. The SOW is assigned at the sole discretion of the Owner / customer or others who are not parties to the Agreement. The undersigned Contractor exercises no control regarding SOW decisions by the Owner or others not bound to the Agreement.

The undersigned agrees to participate and support the Mississippi Labor Management Cooperation Committee (LMCC) that is established to promote labor/management harmony, administer the Agreement, and resolve any disputes at the local area level. Furthermore, the undersigned agrees to comply with all subsequent decisions, directives, and/or rulings that may be issued or addressed by the LMCC and/or the Agreement Administrator. The undersigned holds harmless the Mississippi LMCC Facilitator as well as the LMCC Co-Chairs and the Agreement Administrator.

Wages, fringes (W/F), and classifications are specified in **Appendix A/Labor Rate Schedule (LRS)** and will adjust annually on the first full pay period in January of each subsequent year.

**Contractor:**

\_\_\_\_\_  
Name of Company *(Please print)*

**Federal Tax ID:**

\_\_\_\_\_

**Authorized Representative:**

\_\_\_\_\_  
Name *(Please print)*

\_\_\_\_\_  
Signature *(Blue ink only)*

\_\_\_\_\_  
Title *(Please print)*

\_\_\_\_\_  
Cell Phone Number

**Date:**

\_\_\_\_\_

# SCMMA Mississippi Addendum

## Appendix A and Labor Rate Schedule

The specific area(s) and scope of work (SOW) covered by this **Appendix A/Labor Rate Schedule** (LRS) is only that SOW assigned to the Contractor and performed by its craft employees who are executing work scope hours under this Agreement. Each local union (LU) **Appendix A/LRS** applies from January 1 to December 31 of each year.

Host LU: \_\_\_\_\_ to be determined (*TBD*)

Home LU: \_\_\_\_\_ *TBD*

Current journeyman base rate

for \_\_\_\_\_ *TBD* = \$ \_\_\_\_\_ *TBD*

Other special classifications applicable in the Southeast/Gulf Coast region are recognized, and the agreed-upon wages and fringes (W/F) rates shall apply to work scope assigned under this Agreement. An **Appendix A/LRS** will be developed for each plant or area.

As directed by the Owner, Article II, Section 3(d), as it applies to the above Union for assigned SOW of any type shall be immediately implemented by the Contractor according to the following procedural steps:

*Step 1:* Craft employees currently employed in base crews at \_\_\_\_\_ *TBD* shall be promptly reassigned to any plant in Mississippi to support assigned work scope under this Agreement. Employees that work at more than one (1) plant location in any twenty-four- (24) hour period shall be paid a reassignment incentive as may be approved by the Owner.

*Step 2:* If additional and augmented craft labor is required to support the SOW under this Agreement beyond the base crew resources available at Step 1, the

Employer will contact the identified Home LU with the appropriate local union jurisdiction, covering the state and county location of the additional plants in Mississippi.

The classifications and base rate of pay for the augmented journeymen, apprentices, and applicable craft supervision will be no less than the base rates of pay currently recognized by the Host LU for Plant Ratcliffe. Payment of all recognized Union fringes for assigned work scope hours at all plants shall be paid in accordance with the currently recognized fringes of the Host LU, where not inconsistent with this Agreement. Host LU and Home LU may be the same.

*Step 3:* Craft labor resources that have a verified permanent residence over eighty (80) road miles from the contractor-designated parking lot of any plant listed in **Appendix B** may qualify for per diem on any work scope under this Agreement with a defined schedule of greater than five (5) workdays or shifts. Any proposed discretionary per diem program is at the final and sole discretion of the Owner, based on a review and recommendation from the LMCC Co-Chairs. Per Diem issues are not subject to this Agreement or the grievance procedure.

*Step 4:* This **Appendix A/LRS** establishes the procedures for using Home LU base crews currently located at Plant Ratcliffe for support of other Southern Company plant locations that are not covered by this Agreement or the General Presidents' Project Maintenance Agreement (GPPMA), with amendments (such as the JacMac PLA). This procedure will potentially involve various applicable Host LUs in Mississippi and/or on the Gulf Coast and others TBD by mutual written consent of the parties.

*Step 5:* The selectivity, transfer, and portability provisions of this procedure shall govern the selection and transfer of craft labor employees as may be required to staff assigned SOW under this Agreement with the following agreed-upon considerations:

- (a) The first primary resource will use the current craft supervision at Plant Ratcliffe to cover emergency support or added work-scope requests at other Southern Company plant locations.
- (b) Up to a maximum of twelve (12) base crew members from Plant Ratcliff, on a 50/50 split with the applicable Home LU, will be used to support emergencies and added work scope orders for the additional Southern Company plants.

For example, if a plant emergency requires a total of 24 crew members, then 12 crew members would come from the Plant Ratcliffe base crew and the remaining 12 crew members would come from the Home LU with the appropriate local area jurisdiction.

If the assigned work scope changes and more crafts are required, then the additional crafts would be dispatched from the Home LU with the local area jurisdiction, provided that the applicable Home LU can fill the requisition in a timely manner and support the Owner's immediate needs.

- (c) Each impacted Home LU will supply a "call out list" of a minimum of 12 qualified candidates that have relevant and prior experience within the Southern Company system. If

no qualified candidates are immediately available, portability has no restrictions.

- (d) When an emergency manpower requisition is placed with the applicable Home LU business manager, the requisition shall be filled within two hours, and the Contractor shall be so informed. If the manpower requisition cannot be filled, then the Contractor shall revert back to the Host LU to fill the call or use the provided Home LU call-out list (if available).
- (e) The LU dues or field dues check-off will be paid to the LU that provided the required craft labor or to the Host LU for reciprocal transfer.
- (f) Other administrative procedures governing the payment and allocation for LU field dues shall be addressed by the district, the various applicable LUs, and the International Union representative. Under no circumstances will double payments be required. An appropriate Memorandum of Agreement (MOA) may be developed.

For and on Behalf of Contractors

For and on Behalf of the Union(s)

\_\_\_\_\_  
LMCC Facilitator

\_\_\_\_\_  
Authorized LU Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCMMA Mississippi Addendum**  
**Appendix A / Labor Rate Schedule**

(page 1 of 4)

January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_

Local Union: \_\_\_\_\_

Journeyman Base Rate: \_\_\_\_\_

Total W/F Package: \$ \_\_\_\_\_

Total Fringe Package: \_\_\_\_\_

Craft Designation Code: \_\_\_\_\_

Foreman (F)

Level 1: local Collective Bargaining Agreement (CBA) rate (base level)

Level 2: +2.00 above Level 1 (advanced level) \*

Level 3: +2.00 above Level 2 (senior level) \*

\*precertifications will apply

General Foreman (GF)

Level 1: local CBA rate (base level) \*

Level 2: +2.00 above Level 1 (advanced level) \*

Level 3: +2.00 above Level 2 (senior level) \*

\*precertifications will apply

Multi Craft Supervisor\* (MCS),

(Craft Superintendent.) +2.00 above GF, Level 3 \* (optional)

NOTE: All craft supervisory classifications above the base level and any GF designations are at the sole discretion of the Contractor. \*

\*precertifications will apply

Special Classifications

1. Special classifications are identified on each LU's **LRS**, page 4 of 4.

## Appendix A / Labor Rate Schedule *(continued)*

(page 2 of 4)

2. Other classifications to be determined by written agreement between the Facilitator and the LU.
3. Apprentice levels and the percent rate of pay are in accordance with LU CBA.

### Special Conditions

Under the terms and conditions of this Agreement for the defined project, and at the sole discretion of the Contractor, up to half (50 percent) of each LU's workforce on the defined project may be a combination of indentured apprentices, pre-apprentices, or special classifications listed on page 4 of 4. All such non-journeyman classifications may be assigned to perform any work functions consistent with safety, skill sets, job needs, economy, and efficiency. The objective is a reduction in the overall crew cost.

In accordance with this Agreement, the one-year W/F package freeze will be revised and updated prior to December 31 and on an annual basis for each subsequent year(s) of the defined project. Revised and updated W/F packages, reflected in a new, updated **Appendix A/LRS**, will be effective the first full pay period in January of each subsequent year.

# Appendix A / Labor Rate Schedule (continued)

(page 3 of 4)

January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_

Local Union (LU): \_\_\_\_\_

Journeyman Base Rate: \_\_\_\_\_

Total W/F Package: \$ \_\_\_\_\_

Total Fringe Package: \_\_\_\_\_

Craft Designation Code: \_\_\_\_\_

By jointly executing this **Appendix A/LRS**, the undersigned parties agree and acknowledge that this **Appendix A/LRS** represents the only wages and applicable fringes that shall apply to the **Appendix A/LRS** for the defined project(s) and for the duration of that defined project, with annual W/F package revisions effective on the first full pay period in January of each subsequent year.

Recognized LU fringes are per-hour-worked contributions as follows (except boilermakers [BM]):

Local health and welfare (H&W) \_\_\_\_\_

National H&W \_\_\_\_\_

Local Pension \_\_\_\_\_

National Pension \_\_\_\_\_

Annuity \_\_\_\_\_

Local Training \_\_\_\_\_

National Training \_\_\_\_\_

H2H Fund \$0.05 per hour worked \_\_\_\_\_

General Presidents' Project Maintenance Agreement (GPPMA) recognized funds (*define*) \_\_\_\_\_

Others (*define*) \_\_\_\_\_

# Appendix A/Labor Rate Schedule (continued)

(page 4 of 4)

January 1, 20 \_\_\_\_\_ to December 31, 20\_\_\_\_\_

Local Union (LU): \_\_\_\_\_

Journeyman Base Rate: \_\_\_\_\_

Total W/F Package: \$ \_\_\_\_\_

Total Fringe Package: \_\_\_\_\_

Craft Designation Code: \_\_\_\_\_

By jointly signing this **Appendix A/LRS**, the undersigned parties agree and acknowledge that this **LRS** represents the only wages and applicable fringes that shall apply to the **LRS** for the defined project(s) and for the duration of that defined project, with annual W/F package revisions effective on the first full pay period in January.

Special Classifications to reduce overall crew costs (Mississippi Addendum Article 3.4)

TBD: \_\_\_\_\_

TBD: \_\_\_\_\_

TBD: \_\_\_\_\_

Recognized LU and/or local Building and Constructions Trades Council (BCTC) local administrative funds (as applicable) and any dues check-off are a deduction from the base hourly rate and require the craft employee to execute a signed and dated authorization form. Without a signed authorization, no such deductions shall apply or be recognized.

LU: \_\_\_\_\_

Verified by LMCC Facilitator(TBD)

\_\_\_\_\_  
LU Representative Name (please print)

\_\_\_\_\_  
LMCC Facilitator Name (please print)

Signatures for **LRS** pages 1 – 4

\_\_\_\_\_  
LU Signature (blue ink only)

\_\_\_\_\_  
Facilitator Signature (blue ink only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Mississippi

# **SCMMA Mississippi Addendum**

## **Appendix B**

### **Agreement Coverage and Scope of Work**

The area scope of work (SOW) addressed in the Agreement, as defined in Article V of the Mississippi Addendum, is only that area and/or SOW assigned to the Contractor by the Owner, prime contractor, or others not bound to this Agreement. Such work shall be performed by craft laborers employed by the Contractor and its awarded subcontractors.

The current identified area SOW and defined work activities may include work orders and task orders assigned to the Contractor, including, but not limited to, construction, punch-list work, start-up support, maintenance, modifications, renovations, conversions (coal to gas), mandated environmental upgrades, emergency work, outage work, and plant shut-down support at Owner- and/or prime-contractor-controlled power generating facilities, industrial facilities, and plants listed below. The plant locations and SOW covered by the Agreement do not include any plants currently identified as being covered by the General Presidents' Project Maintenance Agreement (GPPMA) with amendments, the National Maintenance Agreement (NMA), or a site-specific Partnering Labor Alliance (PLA). For additional information refer to Mississippi JI/C Bulletin 12-02-00: Clarification, page 122. Further discussion of SOW is found in Article V, Section 5.3, of the Mississippi Addendum.

The various plant locations, areas, SOW, and the specified labor agreement may be modified at the sole discretion of the Owner and/or the prime contractor or others not bound to this Agreement. The Contractors exercise no control over the selection of plant locations, areas covered, and/or the SOW that is or may be assigned to other contractors or to other employers by parties not

bound to this Agreement. Contractors execute their SOW and specified work packages as assigned by the Owner (or other authorized parties) and none other.

<b>Plant</b>	<b>State</b>	<b>County</b>
Chevron	Mississippi	Jackson
Daniel	Mississippi	Jackson
Eaton	Mississippi	Forrest
Ratcliffe	Mississippi	Kemper
Sweatt	Mississippi	Lauderdale
Watson	Mississippi	Harrison



Reference the Owner’s bid documents for additional details on scope — TBD.

The Owner and NABTU may mutually agree in writing to add plants to the scope of the Agreement.

# SCMMA Mississippi Addendum

## Policies and Site Administrative Procedures

### Grievance Form

(page 1 of 3)

**Subject:** Grievance Form, page 1 **Policies and Site Administrative Procedures**  
(P&AP): 12-02A-00, Rev. 0  
Log Number: 12-

Date to Site Management: \_\_\_\_\_

Union: \_\_\_\_\_

Union Phone Number: \_\_\_\_\_

Moving Party: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor Phone Number: \_\_\_\_\_

Responding Party: \_\_\_\_\_

**Part 1:** Specific Article(s) and/or Section(s) of the Agreement, Mississippi Addenda, Addendum One (1), **Appendix A/ LRS** or **Appendix B** alleged to have been violated. Attach additional pages and/or any other documentation as may be required.

**Part 2:** Specifics of the grievance (dates, who, what, when, where, why, etc.). Attach additional pages and/or other documentation as may be required. Be specific about the grievance details and provide a statement on the remedy requested to resolve the grievance. Be specific and provide details.

## Grievance Form *(continued)*

(page 2 of 3)

**Part 3:** The Step 1 meeting was held on \_\_\_\_\_  
*(Step 1 involves the aggrieved employee, the Jobsite Representative / Craft Steward, and the Contractor's Jobsite Representative.)*

Results of Step 1 meeting (add pages if necessary):

**Part 4:** The Step 2 meeting was held on: \_\_\_\_\_  
*(Step 2 involves the aggrieved party, the International Union Representative, the Local Union Representative, and the Labor Relations Manager of the Contractor.)*

Results of Step 2 meeting (add pages if necessary):

**Part 5:** The Step 3 meeting was held on: \_\_\_\_\_  
*(Step 3 involves the LMCC.)*

Results of Step 3 meeting (add pages if necessary):

## Grievance Form *(continued)*

(page 3 of 3)

**Part 6:** The Step 4 meeting was held on \_\_\_\_\_  
(Step 4 involves the Agreement Administrator and the Contractor's Labor Relations Manager.)

Results of Step 4 meeting — acceptable final resolution  
(add pages if necessary):

### Grievance Meeting – Attendance Sheet

**Subject:** Grievance Meeting

**Policies and Site Administrative Procedures**

(P&AP): 12-02C-00, Rev. 0

Log Number: 12-

Date of Meeting: \_\_\_\_\_

Location: \_\_\_\_\_

Moving Party and/or Union: \_\_\_\_\_

Contractor: \_\_\_\_\_

Step of Procedure: \_\_\_\_\_

#### Attendees

Name	Representing	Cell Phone Number

**SCMMA Mississippi Addendum**  
**Appendix C — Drug & Alcohol Testing Programs**  
(TBD by others)

**SCMMA Mississippi Addendum**  
**Appendix D — Subject TBD**  
(May be other language from relevant partnering labor alliances)

**SCMMA Mississippi Addendum**  
**Appendix E — Subject TBD**  
(May be state, area, or project(s) specific)

**SCMMA Mississippi Addendum**  
**Appendix F — Subject TBD**

# SCMMA Mississippi Addendum

## Interpretations and Clarifications (I&C) Bulletins Log (I&C BL)

Number	Issue Date	Subject	Application	Comments and Notes
12-01-00	11-01-12	Welder Testing	All Locations	Off-site pre-hire vs. post-hire
12-02-00	11-04-12	SOW Clarification	All Location	SOW is owner's sole discretion
12-02-00*	11-16-12	Most Favored Nation	All Locations	JAC on 01-09-13
12-03-00	11-04-12	Work Assignments	All Locations	LMCC may review
12-04-00	11-16-12	Extension into the IPLA	All Locations	Clarifications of Sections 2, 3, 5, 6, 8, 14, 10, 11, & 17
13-02-00*	04-12-13	LOA Status	All Locations	Clarify two PLAs
13-03-00	10-11-13	Management's Rights	All Locations	Owner is not a co-employer
14-02-00	06-12-14	D&A Quick Test	All Locations	Clarify "waiting time"
14-03-00	06-13-14	ST Rule / Shut Down	All Locations	Weather-related shut downs
15-01-00	10-09-15	40 Hour ST Rule	All Locations	40 hour ST prior to OT
15-02-00*	06-13-15	ROF of Steward	All Location	Steward then Foreman

\*Incorporated into the summary Agreement.

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Mississippi Addendum  
Article XIV, Section 14.7 &  
Bulletin #12-04-00, Section 2

**Bulletin #** 12-01-00

Mississippi

**Subject:** Welder Testing and Certifications

## **Statement of**

**Policy:** Pre-employment welder testing and certifications are typically provided by the Union and conducted at its off-site facilities or off-site facilities provided to the LU by others. A qualified representative of the holder of the welding code requirements (American Society of Mechanical Engineers [ASME], American Welding Society [AWS], etc.) may be required to witness and verify the weld test.

Once welder applicants successfully complete the required tests and are subsequently hired and employed on a jobsite, any additional weld test certifications that are conducted on the jobsite are reimbursed as "paid work time."

If existing welders are returned to the Union-provided, off-site testing facilities for additional welder certifications, such testing will be scheduled in advance and be classified as "non-paid time off." If the welder passes the additional welder certifications, the "non-paid time off" for the additional off-site testing will be converted to paid straight time.

November 1, 2012

**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Mississippi Addendum Article V, **Bulletin # 12-02-00**  
**Appendix B & Bulletin #12-04-00**

**Subject:** Clarification of Language in **Appendix B**

## **Statement of**

**Policy:** The intent of the last two sentences of **Appendix B** is to reinforce that any Letter of Assent (LOA) signatory party, Contractor, or Union, has no authority to identify and assign scope of work, add or delete plant locations, or specify the labor agreement that may be utilized. Mississippi Addendum Article V, Section 3, specifies that all such decisions and prerogatives are at the sole discretion of the Owner / customer or others at the direction of the Owner / customer.

November 4, 2012

**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Article XVI, Section 16.3, MFN Clause & Fluor FMS, Bulletin #12-04-00, Introduction Paragraph and others **Bulletin # 12-02-00**

Mississippi

**Subject:** Clarification on Immediate Extension of “Most Favored Nation” (MFN) Terms and Conditions of the Kemper County IPLA Addendum One into the Fluor FMS Generic Industrial Partnering Labor Alliance (IPLA) for the Gulf Coast and the IPLA — Generic for specified plant locations

## Statement of

**Policy:** In conformance with the language and intent of Mississippi Addendum Article XVI, Section 16.3, the Contractor(s) signatory to the Agreement, upon notification and presentation of MFN labor agreement documents, may immediately extend the “more favorable terms and conditions and/or cost savings provisions” from relevant area labor agreements into the Agreement. The Contractor(s) shall notify the Mississippi LMCC Co-Chairs and the Council Administrator in writing of such extension.

By the issuance of this Clarification Bulletin 12-02-00b, all signatory parties are notified that the attached Bulletin #12-04-00, dated November 16, 2012, is immediately extended to the Fluor FMS Generic IPLA for projects on the Gulf Coast and the Southern Company Maintenance and Modification Agreement for various defined projects. Bulletin #12-04-00 is effective as of January 14, 2013.

These IPLA concepts were reviewed and referenced at PJC's on September 21, 2012 at Gulfport, MS and November 2, 2012 at Kemper County, MS. The final reviews of Bulletin #12-04-00 were made at the Fluor FMS LMCC meeting of January 9, 2013.

November 16, 2012  
**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Article I, Sections 1.2, 1.33, & 1.4, **Bulletin # 12-03-00**  
and Mississippi Addendum Article VIII

**Subject:** Clarification of Article I, Sections 2, 3, & 4 and Mississippi  
Addendum Article VIII

## Statement of

**Policy:** The intent and purpose of the above Article I Sections are to clarify that the Agreement is a “stand-alone agreement” and is not governed by the local collective bargaining agreement, except where specifically referenced and none other. This is a recognized industry concept and similar language exists in Article XXVII, Section 4 of the new and updated National Maintenance Agreement (NMA), dated January 2012.

Article VIII language is similar to provisions in the JacMac Project Labor Agreement (PLA) with the local Memorandum of Agreement. The language updates and strengthens similar concepts in the Power House Maintenance Agreement (PHMA), which has existed for over thirty (30) years. Any union signatory to the LOA (via Section 6.3) may request that the Mississippi LMCC review work assignments for fairness, equity, and recognition of historical craft jurisdiction practices, as may be modified by the competitive intents of Mississippi Addendum Article VIII, Section 8.1. Any and all perceived exploitation of stipulated prerogatives advanced by a signatory party will be addressed by the LMCC and may be reviewed by the impartial Arbitrator.

The objective of this Agreement is to restore and enhance the competitive position of union employers to bid, win, and execute projects in Right-to-Work Gulf Coast and Southeast states. The above provisions contribute to capturing expanded work opportunities and increasing market share in union low-density areas.

November 4, 2012  
**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

Gulf Coast Projects — Fluor FMS Generic IPLA

**Provision(s):** Article XVI, Section Three  
Extension into the IPLA

**Bulletin #** 12-04-00

Mississippi

In accordance with Article XVI, Section 16.3, and as reviewed at a labor / management (L/M) pre-job conference (PJC) on September 21, 2012 at Gulfport, Mississippi and a L/M PJC on November 2, 2012 for another Mississippi project, the Contractor(s) is incorporating and immediately extending the provisions identified below of the IPLA — Kemper County into the Agreement and the Fluor FMS Generic IPLA for projects on the Gulf Coast. This Bulletin, as approved by all LOA signatory local unions (LUs) at the LMCC/JAC meetings of November 16, 2012 at Gulfport, MS is as follows:

1. **Section 2.2(c)** — The Contractor may bring in up to 20% of the craft workforce.
2. **Sections 3.1 and 14.7** — Certain pre-hire requirements are on the applicant's own time with no compensation to the applicant or cost to the Contractor. Such non-paid processing time (NPPT) includes activities, such as, but not limited to, pre-hire and on-boarding processes, PowerSafe, OSHA 10-Hour Outreach Training for applicants (OSHA 10)/OSHA 30-Hour Outreach Training for supervision (OSHA 30), D&A screening, site-specific orientation, work rules, security rules, new-hire documentation, welder testing and certification(s), background check(s), trade-specific qualifications, and any other training the Owner and/or the Contractor may require of all applicants prior to being employed on the project.
3. **Section 14.1** — Termination offense for two consecutive occurrences of unexcused absences with no prior notification, such as daily absence, tardy (late start), and early out.
4. **Section 2.10** — Restitution for lost or unaccounted for tools may be deducted from an employee's weekly paycheck.
5. **Section 8.1** — The craft labor composition of the Installation Crane Crews (ICC) is at the sole discretion of the Contractor but subject to review by the LMCC.
6. **Section 10.3** — ERISA language and added the "construction industry exemption."

7. **Section 11.6** — Any make-up day is mandatory and not optional for the employee. No overtime will accrue until an employee exceeds forty (40) straight-time hours in the same workweek. Maximum overtime rate is time and one-half. No double time.
8. **Sections 5.1, 5.5, 14.1 and 14.2** — The Unions understand and agree that there is a zero-tolerance disciplinary policy regarding project security rules as well as a non-solicitation/non-organizing work rule on the project. No “alter ego” claims.
9. **Sections 6.1 and 16.2** — Holds harmless and indemnifies the LMCC Facilitator(s) and the Co-Chairs of the LMCC and Agreement Administrator in the exercise of their respective duties, functions, and responsibilities.
10. **Section 17.3 (h)** — Increase the liquidated damages amounts to \$50,000, \$75,000, and \$100,000 respectively in Section 17.3.
11. Others TBD as identified by the Contractor and reviewed with the LMCC Co-Chairs.

November 16, 2012

**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Letter of Assent (LOA)  
& **Addendum One:** All  
LOA Signatory Parties

**Bulletin #** 13-02-00

Mississippi

## **Subject /**

**Issue:** LOA Status. The Fluor FMS Generic IPLA for the Gulf Coast and Southern Company Maintenance and Modification Agreement (SCMMA) for specified plant locations, including Bulletin #12-04-00 in both documents, are worded the same and read identically. The only change is the removal of any references to “Fluor FMS” from the one document and substituting the generic terms of “employer, Contractor, or subcontractor into the SCMMA. All of the various terms and conditions of employment read the same. All local unions (LUs) with jurisdiction at Plant Daniel signed the LOA to the Fluor FMS Generic IPLA for the Gulf Coast at the Fluor FMS pre-job conference (PJC) held at Gulfport, MS on September 21, 2012.

## **Statement of**

**Policy:** The Labor Management Cooperation Committee (LMCC), the Joint Administrative Committee (JAC), and the local building and construction trades council (B&CTC) have reviewed the LOA status in detail. The consensus of parties is that any LU that is signatory to the Fluor FMS Generic IPLA for the Gulf Coast is also signatory to the SCMMA for any assigned work scope at Plant Daniel in Jackson County, MS. Any LU that takes exception to this position is to so advise the LMCC and local B&CTC in writing. Any LU declaring a written exception will be excluded from any work scope that may be covered and executed under the SCMMA for Mississippi Power’s Plant Daniel.

Reviewed and approved at combined LMCC and JAC meetings at Gulfport, MS on April 12, 2013.

April 12, 2013

**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Date:** 10-11-13

**Bulletin #** 13-03-00

**Provision(s):** Mississippi Addendum Covenants,  
Article I and Article II

**Subject:** Management Rights

## Statement of

**Policy:** The “Intents and Purposes” and “Management Rights” Articles of the Agreement define and specify the residual rights of management to plan, direct, and control all of its operations, including the following rights:

- Hire discipline, suspend, demote, and terminate employees
- Promote and maintain labor harmony and project cooperation
- Develop, revise, implement, and enforce work and safety rules
- Assign craft foreman and general foreman are optional
- Direct and manage the craft labor work force through foremen
- Make all work assignments and jurisdictional assignments
- Other stipulated “management rights” as specified

Becoming signatory to the Southern Company Maintenance and Modification Agreement is a requirement of the Owner’s bid specifications for certain projects. The finalized commercial contract between Owner and Contractor, including labor broker contractors, does not nullify the above provisions. The Contractor is the employer of record for craft labor. The Owner is not a co-employer, and no adverse actions, decisions, or directions by any involved parties are to jeopardize that status.

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Mississippi Addendum                      **Bulletin # 14-02-00**  
Article XIII, Section Seven,  
Article II, Section Six &  
& Bulletin #12-04-00, Item Two

**Subject:** D&A Quick Test, Waiting Time, Mississippi / Gulf Coast and Kemper County

## Statement of

**Policy:** If an individual is already hired (post-employment) and a D&A “quick test” is conducted and/or the prior test results yielded an inconclusive determination (non-confirmed negative) and the individual is removed from the project pending a confirmation, then Mississippi Addendum Article XIII, Section 13.7, shall apply. The individual shall be compensated up to a maximum of twenty-four (24) straight-time hours for any waiting time if the final D&A determination is negative. The waiting-time criterion does not apply to pre-employment testing referenced in Mississippi Addendum Article XIII, Section 13.6, and Bulletin #12-04-00, Item 2.

June 12, 2014  
**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Mississippi Addendum Article XI, **Bulletin # 14-03-00**  
Sections Two and Three, and  
Bulletin #12-04-00, Item Seven

**Subject:** The “forty-hour, straight-time rule” and applicability to weather-related emergencies and other job shut-downs beyond the direct control of the employer

## Statement of

**Policy:** This subject was reviewed and discussed at the LMCC and JAC meetings of February 18 and June 12, 2014. The JAC further reviewed and discussed the subject as applicable to Mississippi / Gulf Coast and Kemper County Agreements on a conference call of June 13, 2014. The JAC concluded that the only exceptions to the mandatory straight-time / required-attendance requirements (i.e. the forty-hour, straight-time rule) are the exceptions specified in Mississippi Addendum Articles XI, Section 11.3. The scheduling of an inclement weather mandatory make-up day is at the sole discretion of the Employer. The absence of a make-up day shall not nullify the forty-hour, straight-time rule requirements of Mississippi Addendum Articles XI, Section 11.33 or Bulletin #12-04-00, Item Seven.

Any hours worked beyond forty hours in the same work week shall be paid at time and one half.

June 13, 2014  
**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Mississippi Addendum Article XI, Sections Two and Three, and Bulletin # 15-01-00  
Bulletin #12-04-00, Item Three

**Subject:** The forty-hour, straight time rule in relation to Mississippi Addendum Article XI, Section 11.1, establishing weekly work schedules.

## Statement of

**Policy:** This subject was reviewed and discussed at the LMCC and JAC meeting on April 17, 2015. The JAC concluded that the weekly work schedules established in Mississippi Addendum Article XI, Section 11.1 do not supersede the mandatory straight time requirements, i.e., the forty-hour, straight time rule specified in Mississippi Addendum Article XI, Sections 2, 3, and 4. Therefore, there are no requirements within the Agreement for contractors to reflect overtime after eight (8) hours, e.g., 8 hours straight time – 2 hours overtime, on daily time sheets. Overtime shall not apply until the employee has worked 40 hours straight time in the same work week, with exceptions stated in Mississippi Addendum Article XI, Section 11.3.

October 9, 2015

**Date of Decision**

# SCMMA Mississippi Addendum

Joint Labor / Management Interpretations / Clarifications (JI/C)

**Provision(s):** Article IX

**Bulletin #** 15-02-00

**Subject:** Reduction of Forces Involving a Union Steward in relation to Mississippi Article IX, Section 9.1

## **Statement of**

**Policy:** This subject was reviewed and discussed at the LMCC and JAC meeting on September 18, 2015. The JAC concluded that the intent of the language was that as long as the designated steward was qualified to perform the work assigned, the steward would be the last to be laid off, unless a foreman had been referred and employed prior to the referral of the steward and was qualified to perform the work assigned. In that case, the steward would be next to last to be laid off in a reduction of forces, after the foreman. The language regarding Article I referencing provisions in local, area, or national agreements governing stewards shall not be applicable to this Agreement and was not intended to be construed as a way to circumvent each Union's rights to designate a working steward meeting all of the Contractor's qualifications.

June 13, 2015

**Date of Decision**

# SCMMA Mississippi Addendum

## Glossary of Terms

AWS .....	American Welding Society
CBA .....	Collective Bargaining Agreement
<i>Ex Parte</i> ....	Decision by the Arbitrator without requiring all parties to be present
GPPMA ....	General Presidents' Project Maintenance Agreement
ICC .....	Installation Crane Crew
IPLA.....	Industrial Partnering Labor Alliance
IU.....	International Union
JAC.....	Joint Administrative Committee
LOA .....	Letter of Assent
LMCC .....	Labor Management Cooperation Committee
LRS .....	Labor Rate Schedule
LU .....	Local Union
MFN.....	Most Favored Nation
NMA .....	National Maintenance Agreement
NPPT .....	Non-Paid Processing Time
NTL.....	National Transient Lodge
PJC.....	Pre-Job Conference
PPE .....	Personal Protective Equipment
SOW .....	Scope of Work
TWIC .....	Transportation Worker Identification Credential

# SCMMA Mississippi Addendum

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*\*These provisions may be found in the first section of the Agreement and are incorporated by reference in the Mississippi Addendum*



