

GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Bulletin #1

Reference: Article II, Section 1B

Subject: Management Rights

Reference: Article III, Section 1

Subject: Union Security and Referral


**Statement
Of Policy:**

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


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

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

For the Joint Labor/Management Interpretations Committee:



**Brent Booker, Secretary-Treasurer
North America's Building Trades
Unions (NABTU)**



**Charles Sekinger, President
Associated Maintenance Contractors
(AMC)**

January 1, 2018
Date of Decision

GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT



JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Bulletin #2

Reference: Article XII, Section 4

Subject: Fringe Benefits

**Statement
Of Policy:**

After an extensive review of the funds submitted for consideration, the Joint Labor/Management Interpretations Committee has determined that the funds listed below are jointly administered by labor and management trustees and that said funds provide for education and training of members of the respective unions.

- Laborers International Union, LECET
- International Brotherhood of Boilermakers, MOST
- International Union of Painters, PATLMCF
- Sheet Metal Workers' International Union, SMOHIT
- International Association of Iron Workers, IMPACT
- Carpenters International Training Fund
- International Brotherhood of Electrical Workers, NLMCC
- International Union of Bricklayers, IMI
- Asbestos Workers' Labor Management Cooperative Trust
- Millwright Industry Trust (only payable on MW hours)
- Roofers and Waterproofers Research and Education Joint Trust Fund*
*Added effective January 1, 2018
- IUOE National Training Fund**
**Added effective January 1, 2018 (Contributions subject to the terms of Appendix A to this Bulletin.)

For the Joint Labor/Management Interpretations Committee:

A handwritten signature in black ink, appearing to read 'Brent Booker', written over a horizontal line.

**Brent Booker, Secretary-Treasurer
North America's Building Trades
Unions (NABTU)**

A handwritten signature in black ink, appearing to read 'Charles Sekinger', written over a horizontal line.

**Charles Sekinger, President
Associated Maintenance Contractors
(AMC)**

**January 1, 2018
Date of Decision**

**Appendix A dated November 8, 2017
to the General Presidents' Project Maintenance Agreement (GPPMA)
Interpretation Bulletin #2 for Contributions to the International Union
of Operating Engineers (IUOE) National Training Fund**


November 8, 2017

It is agreed that the contractors signatory to the GPPMA and its sub-contractors of any tier agree to contribute \$0.10 per Operating Engineer hour worked on the project covered by the GPPMA to the IUOE National Training Fund. Contrary to the provisions of the last sentence of the third paragraph of Bulletin 2, there is no requirement, other than may be established by this Appendix A, that the IUOE National Training Fund be recognized in the OE's local collective bargaining agreement covering the geographic territory of the project. The \$0.10 per hour worked contribution is subject to the following conditions:


1. The \$0.10/hour worked contribution is effective on all GPPMAs starting with the first payroll period on or after January 1, 2018.
2. Should the IUOE local union having geographic jurisdiction for the project covered by the GPPMA negotiate an IUOE National Training Fund contribution into their local collective bargaining agreement, the contractor signatory to the GPPMA and all of its sub-tier subcontractors shall pay the lesser of the \$0.10/hour worked contribution called for in this Appendix A or the contribution called for in the local collective bargaining agreement.
3. It is understood that the intent of the IUOE is to have all of its various local unions negotiate a contribution to the IUOE National Training Fund into their respective local collective bargaining agreement so that contributions to the Fund under the GPPMA will fully comply with GPPMA Interpretation Bulletin #2. In consideration of that intent, this entire Appendix A will terminate on December 31, 2022, and any obligation to contribute to the IUOE National Training Fund for current or future projects covered by the GPPMA under this Appendix A will be null and void unless the provisions of this Appendix A are extended by a majority vote of the membership of the Associated Maintenance Contractors (AMC).
4. The contribution form for the IUOE National Training Fund will be supplied to the contractor(s) by the IUOE. Contributions to the Fund by the contractor(s) will be paid on a monthly basis.

This Appendix A is agreed to by the signatory parties on November 8, 2017.

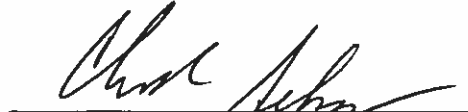
For the IUOE:


James T. Callahan, General President
International Union of Operating Engineers

For NABTU:


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

For the AMC:


Charles Sekinger, President
Associated Maintenance Contractors
(AMC)

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Bulletin #3
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Reference: Article XIV, Section 6

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

**Statement
Of Policy:**

In order to clarify and enhance the understanding of Article XIV, Section 6, the “Frequently Asked Questions” of this Bulletin was developed by a Special Session of AMC Contractors and International Unions signatory to the GPPMA on August 10, 2010 and September 22, 2010.

Frequently Asked Questions

1. Does the Article XIV, Section 6, optional work schedule apply to all covered work or any outage project?

Answer: Article XIV, Section 6, can be applied at the Contractor's discretion to any work scope during an outage period to address the needs of a project.

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

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

3. Can members of one craft or crew work Article XIV, Section 6, and other members of that same craft or crew work another schedule?

Answer: Yes. Work may be performed with an Article XIV, Section 6, schedule or other GPPMA work schedules during the outage period. There is no requirement that an entire craft or crew must all be on an Article XIV, Section 6, schedule.

4. Must all crews working covered work be on an Article XIV, Section 6, schedule?

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

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5. What do you pay an employee whose first day on the job at the start of an Article XIV, Section 6, schedule is the day before their scheduled day off or on the day after their scheduled day off?

Answer: If an employee starts an Article XIV, Section 6, work schedule the day before their scheduled day off, they are paid their hourly rate at time and a half for that day. If an employee starts an Article XIV, Section 6, work schedule the day after their scheduled day off, they are paid their hourly rate at double time for that day. (See Example work week diagram provided in Article XIV, Section 6, for further illustration.)

6. Does the Article XIV, Section 6, schedule have to start on first day of the pay week?

Answer: No. An Article XIV, Section 6, schedule may start on any day of the work week according to the needs of a project.

7. Can an Article XIV, Section 6, schedule end mid-week?

Answer: Yes. An Article XIV, Section 6, schedule may end in the middle of a work week according to the needs of a project.

8. If a project using Article XIV, Section 6, is delayed or the needs of the project change can the Contractor stop the Article XIV, Section 6, schedule for a period of time and start again when needed?

Answer: Yes. The Contractor may implement the Article XIV, Section 6, at its discretion in consideration of the needs of project scope or schedule.

9. If a craft on Article XIV, Section 6, is asked to work their scheduled day off, what is the rate of pay for the craft on that day?

Answer: The rate of pay for craft working their scheduled day off under an Article XIV, Section 6, schedule will be their hourly rate at straight time.

10. Is Article XIV, Section 6, an option schedule?

Answer: It is not mandatory that the Contractor implement Article XIV, Section 6, under any circumstances. Implementation of an Article XIV, Section 6, schedule is optional to be used at the discretion of the Contractor in consideration of the needs of a project.

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11. What does an employee get paid for a holiday worked under Article XIV, Section 6?

Answer: An employee will get paid in accordance with their Article XIV, Section 6, work schedule regardless of whether the work day falls on a holiday. The terms of GPPMA Article XVI do not apply under an Article XIV, Section 6, schedule.

For the Joint Labor/Management Interpretations Committee:

A handwritten signature in black ink, appearing to read 'Brent Booker', written over a horizontal line.

**Brent Booker, Secretary-Treasurer
North America's Building Trades
Unions (NABTU)**

A handwritten signature in black ink, appearing to read 'Charles Sekinger', written over a horizontal line.

**Charles Sekinger, President
Associated Maintenance Contractors
(AMC)**

**January 1, 2018
Date of Decision**

GENERAL PRESIDENTS'
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Reference: Article XXIII

Subject: Subcontracting

**Statement
Of Policy:**

Contractor wishing to subcontract work must submit a "Request to Subcontract" Form to and receive written approval from the Administrator of the General Presidents' Project Maintenance Agreement prior to awarding any subcontract. All approved subcontractors must sign a "Letter of Assent" form prior to starting work on the project. The "Request to Subcontract" and the "Letter of Assent" are provided below. These forms must be completed and submitted electronically by registering at: <https://nabtu.org/agreements/gppma>.

REQUEST FOR PERMISSION TO SUBCONTRACT

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

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

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

Client / Owner: _____

Name & Location of Plant or Project: _____

Name & Address of Subcontractor & Company Representative: _____

Telephone: _____ Fax: _____

Email: _____

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Proposed Starting Date of Subcontract Work: _____

Approximate Duration: _____

CRAFTS & APPROXIMATE NUMBERS OF EACH REQUIRED:

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

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

This form must be completed and submitted electronically by registering at: <https://nabtu.org/agreements/gppma>

Signature & Title

Date

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Name & Address of Contractor (GPA Holder):

Name & Address of Subcontractor:

Proposed Starting Date of Subcontract Work: _____

Approximate Duration: _____

Description of Work being Subcontracted: _____

LETTER OF ASSENT

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

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

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

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

FOR THE SUBCONTRACTOR:

CLIENT / OWNER PROJECT LOCATION:

This form must be completed and submitted electronically by registering at: <https://nabtu.org/agreements/gppma>.

Name of Company

Signature & Title of Officer

GENERAL PRESIDENTS'
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**JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE**

Bulletin #5
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Reference: Article XXIV, Section 2

Subject: Helmets to Hardhats

**Statement
Of Policy:**

Contractors are required to contribute five cents (\$0.05) per hour for each hour worked by each individual employee covered by the GPPMA to the Center for Military Recruitment and Veterans Employment to support its Helmets to Hardhats program. Payments are due monthly and must be submitted together with the form provided on the following page. The form is also available on-line at: <https://nabtu.org/agreements>.

For the Joint Labor/Management Interpretations Committee:

A handwritten signature in black ink, appearing to read 'Brent Booker', written over a horizontal line.

**Brent Booker, Secretary-Treasurer
North America's Building Trades
Unions (NABTU)**

A handwritten signature in black ink, appearing to read 'Charles Sekinger', written over a horizontal line.

**Charles Sekinger, President
Associated Maintenance Contractors
(AMC)**

**January 1, 2018
Date of Decision**

**THE CENTER FOR MILITARY RECRUITMENT, ASSESSMENT
AND VETERANS EMPLOYMENT
HELMETS TO HARDHATS® PROGRAM**



CONTRIBUTION FORM



**For all Contractors and Subcontractors Participating under the
General Presidents' Project Maintenance Agreement**

CONTRACTOR INFORMATION

Date: _____ Person Completing This Form: _____
(Name, Title)

General: or Sub: If Sub, who is General _____

Contractor's Name: _____
(Name)

Contractor's Project Address: _____
(Street) (PO Box) (City, State, Zip)

_____ (Phone) (Fax) (E-Mail)

PROJECT INFORMATION

Project Name: _____

City, State: _____

CONTRIBUTION INFORMATION

The hours provided below are for the month/year of _____, _____.

NOTE:

- The contribution rate for all contractors is \$.05/hour worked.

CRAFT:	HOURS WORKED:	CRAFT:	HOURS WORKED:
Insulators		Laborers	
Boilermakers		Millwrights	
Bricklayers		Operating Engineers	
Carpenters		Painters	
Cement Masons		United Association	
Electricians		Roofers	
Elevator Constructors		Sheet Metal Workers	
Glaziers		Teamsters	
Iron Workers		Other	

MAKE CHECK PAYABLE TO:

The Center for Military Recruitment, Assessment and Veterans Employment Labor Management Cooperation Committee Trust (CMRAVE)
EIN: 43-1972568

DISTRIBUTION:

Mail one (1) copy of this form along with a check for your contribution to:
Center for Military Recruitment, Assessment and Veterans Employment Helmets to Hardhats Program
c/o North America's Building Trades Unions
815 16th Street, NW, Suite 600
Washington, DC 20006-4104

Total Hours = _____ x \$0.05/hour = _____ Total contribution enclosed

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Bulletin #6
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Reference: Article II, Section 1H and Article III, Section 7

Subject: Off-Site Pre-Employment NANTeL Training Required for Nuclear Projects

Statement Of Policy: The Joint Labor/Management Interpretations Committee has reviewed the issue of proper compensation for employees to complete the electronic generic NANTeL training courses that are mandatory for the purpose of obtaining an unescorted access badge at a nuclear facility.

On nuclear facilities where the owner requires contractor employees to complete generic NANTeL training courses prior to arrival at the facility, the following shall apply:

Applicants who complete the owner-directed generic NANTeL training courses prior to their arrival at the nuclear facility shall be paid, at a minimum, the following stipends during the term of employment at the nuclear facility.

Compensation for completing all courses shall be no greater than eighteen (18) hours straight-time wages and fringes for the following:

	NANTeL Course Title	Course Path	Course Time	Re-Train Frequency
1	Generic Fitness-for-Duty and Behavioral Observation	initial	90 min	12 mos
2	Generic Plant Access Training	initial	90 min	24 mos
3	Generic Radiation Worker Training	initial	150 min	24 mos
4	Generic Hot Work Fire Watch Training	initial	60 min	12 mos
5	Generic Asbestos Awareness	initial	30 min	13 mos
6	Generic Lead Awareness	initial	30 min	
7	Generic Cyber Security Awareness	initial	50 min	
8	Generic Electrical Safety for Non-Qualified Workers	initial	30 min	
9	Generic Electrical Safety for Qualified Workers	initial	30 min	
10	Generic Foreign Material Exclusion	initial	60 min	
11	Generic Material Handling Training	initial	30 min	
12	Generic Scaffold Safety	initial	60 min	
13	Generic Fall Protection Training	initial	60 min	
14	Generic Confined Space Training	initial	30 min	
15	Generic Human Performance Full Collection	Initial	225 min	
	(Human Performance = 5 modules @ 45 min each = 225 min)			

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It is understood that the above compensation stipends only apply to completing each training course and receiving an unescorted access badge issued from the owner and subsequently hired by a contractor. Individuals will only be paid commensurate to their completed training requirements as set by their NANTeL administrator, and only for training that is completed off-site. Payment of stipends for completing training will be made upon the submittal of NANTeL verification documentation and within 30 days or the end of employment, whichever is the shorter period.

At the owner's discretion, union representatives shall be offered and accept a third-party NANTeL administrator and proctor status upon successful completion of all NANTeL requirements. Whenever possible, the Unions will provide off-site NANTeL training space within their local union offices or training facilities and when existing computers meet the NANTeL work station requirements such terminals shall be dedicated to members' NANTeL training for specific periods, and access to those facilities for the purpose of NANTeL training will be communicated to the membership.

The unions and the contractors agree to make their best efforts to comply with the submission of relevant candidate information to the utility 14 days in advance of the candidate's start date whenever possible, so that all previously completed NANTeL courses can be properly accredited to the candidate. However, neither the referring union nor contractors shall incur any penalty for the inability to meet this 14 days in advance request by the utility.

If there are changes in the electronic generic NANTeL training courses which results in an adjustment of course time or the addition of courses to the above chart, the Committee reserves the option to modify this Bulletin #6.

Once a craft candidate is referred to the project and hired by an Employer as a probationary employee as indicated by the signing of employment documents, such as the Employer's on-roll form, and federal tax and identification forms, then any mandatory training that is required shall be paid to the employee as hours worked and the pre-employment stipend payments noted above shall not apply.

This Bulletin # 6 is subject to review by the Joint Labor/Management Interpretations Committee and possible modification as needed.

For the Joint Labor/Management Interpretations Committee:



**Brent Booker, Secretary-Treasurer
North America's Building Trades
Unions (NABTU)**



**Charles Sekinger, President
Associated Maintenance Contractors
(AMC)**

**January 1, 2018
Date of Decision**

GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT



JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE

Bulletin #7

Reference: Article II, F; Article IX, 3.; and Article XVI, 2.

Subject: Guaranteed 40 hours per week for Top Hourly Craft Supervisor(s) and the Jobsite Representative

Statement

Of Policy: It has been brought to the attention of the General Presidents' Maintenance Joint Labor/Management Interpretations Committee that on numerous occasions, owners are mandating "Furlough" and/or "Contractor Free Periods" that are outside of the intent of the language of the General Presidents' Project Maintenance Agreement (GPPMA), Revised January 1, 2018. Such owner mandates have a negative effect on the payment of the guaranteed 40 hours per week for the top hourly craft supervisor(s) and the jobsite representative.

After an extensive review of the pertinent provisions of the GPPMA and a thorough discussion of the issue, the Joint Labor/Management Interpretations Committee has determined that it shall be a violation of the Agreement to not pay the guaranteed 40 hours to top hourly craft supervisor(s) and the jobsite representative when craft employees are "not scheduled" (i.e. Furlough, Contractor Free Periods, etc.) on selected GPPMA recognized holidays or other periods not consistent with the Agreement, with the exception of the week between Christmas and New Years.

For the Joint Labor/Management Interpretations Committee:

A handwritten signature in black ink, appearing to read 'B. Booker', written over a horizontal line.

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

A handwritten signature in black ink, appearing to read 'Kenneth Perry', written over a horizontal line.

Kenneth Perry, President
Associated Maintenance Contractors
(AMC)

August 7, 2018
Date of Decision