

*General Presidents'  
Project Maintenance Agreement  
Revised January 1, 2018*



*The Answer to  
Maintenance Challenges*



## TABLE OF CONTENTS

	PROJECT MAINTENANCE AGREEMENT .....	2
	COVENANTS .....	3
ARTICLE I:	INTENTS AND PURPOSES .....	4
ARTICLE II:	MANAGEMENT RIGHTS .....	4
ARTICLE III:	UNION SECURITY AND REFERRAL .....	6
ARTICLE IV:	NON-DISCRIMINATION .....	7
ARTICLE V:	SCOPE OF WORK .....	7
ARTICLE VI:	DEFINITIONS .....	8
ARTICLE VII:	GRIEVANCE PROCEDURE .....	8
ARTICLE VIII:	WORK ASSIGNMENTS .....	9
ARTICLE IX:	JOBSITE REPRESENTATIVE .....	10
ARTICLE X:	CONTRACTOR'S REPRESENTATIVE .....	10
ARTICLE XI:	LOCAL UNION REPRESENTATIVES .....	10
ARTICLE XII:	WAGE RATES, FRINGE BENEFITS, AND PAYDAY .....	11
ARTICLE XIII:	TWENTY-FOUR (24) HOUR RULE AND MEAL ALLOWANCE .....	14
ARTICLE XIV:	DAY WORK SCHEDULES .....	14
ARTICLE XV:	SHIFT WORK CONDITIONS .....	18
ARTICLE XVI:	HOLIDAYS .....	19
ARTICLE XVII:	REPORTING TIME AND CALL-INS .....	20
ARTICLE XVIII:	TOOL ROOMS .....	21
ARTICLE XIX:	FIRST AID, SAFETY AND WORKERS COMPENSATION .....	21
ARTICLE XX:	PROJECT RULES AND REGULATIONS .....	23
ARTICLE XXI:	PROTECTIVE LEGISLATION .....	23
ARTICLE XXII:	PERIODIC CONFERENCE .....	23
ARTICLE XXIII:	SUBCONTRACTING .....	23
ARTICLE XXIV:	HELMETS TO HARDHATS .....	24
ARTICLE XXV:	GENERAL SAVINGS CLAUSE .....	24
ARTICLE XXVI:	WORK STOPPAGES .....	24
ARTICLE XXVII:	TERMS OF THE AGREEMENT .....	25
	SIGNATURE SHEET .....	26

**PROJECT MAINTENANCE AGREEMENT**

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

(Contractor)

located in \_\_\_\_\_ and those INTERNATIONAL UNIONS listed  
hereinafter (herein referred to as the “Unions”) for the purpose of project maintenance, repair  
and renovation work for the

\_\_\_\_\_ located at  
(Project)

\_\_\_\_\_  
(Location)

The Unions are composed of the following International Unions:

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 and 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

International Brotherhood of Teamsters

## COVENANTS

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

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

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

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

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

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

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

## **ARTICLE I: INTENTS AND PURPOSES**

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

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

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

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

## **ARTICLE II: MANAGEMENT RIGHTS**

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

- A. Plan, direct and control the operation of all its work.
- B. Decide the number of employees required with due consideration to the proper craft classification thereof.
- C. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name who have special skills or have previous maintenance experience.

- D. Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations. This would apply to Contractors having more than one (1) maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.
- E. Determine work methods and procedures.
- F. Determine the need and number of foremen without regard to foremen ratios in local agreements; name the foremen; and to require foremen to work with their tools when in the Contractor's opinion this is advisable. It is not necessary for each craft to have a foreman. A foreman may act in this capacity for more than one craft. This is not to mean that the Contractor will have inadequate amount of supervision on the job. If one or more foremen are established for a craft one (1) must be designated as a top hourly craft supervisor and shall be guaranteed forty (40) straight-time hours per week and may be required to remain on the job. Overtime hours are not to be used to fulfill the forty (40) hour guarantee. This is applicable for each shift and each site. Such guarantee shall not apply when a government agency and/or owner in respect to the operation of the plant mandates certain interruptions or stoppages of work being performed by a Contractor, which are beyond the control of the Contractor; when the NRC-mandated 72-hour rule is in effect; when the first or commencing week of a job is less than forty (40) hours; or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion.
- G. Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this Agreement.
- H. On nuclear facilities where the Owner requires Contractors' employees to complete electronic Personal History Questionnaires (ePHQ), applicants who complete the Owner directed ePHQ pre-employment requirements and are subsequently hired on the project with a validated ePHQ, shall be paid, at a minimum, the following stipend on the first full week's pay check:
- (i) a stipend equal to two (2) straight time hours of wages and fringes for applicants completing a new or first time ePHQ; or
  - (ii) a stipend equal to one (1) straight hour of wages and fringes for applicants completing an updated or renewed ePHQ.
- The above compensation only applies to completing the ePHQ and shall not be considered payment for completing any other employment or security forms. If there is a change in the NRC standards for the content of the ePHQ, the Joint Labor/ Management Interpretations Committee may modify or cancel this subsection H.
- I. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely.
- J. Discharge, suspend, or discipline employees for proper cause.

- K. The Contractor may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- L. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor. This is not to be construed under regular operating conditions as a Contractor's prerogative to assign workers out of their regular skill classification.
- M. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices. Local Union Business Representatives shall instruct craftsmen dispatched to GPPMA Projects that terms and conditions in local collective bargaining agreements do not apply.
- N. 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.
- O. Post-conditional offer questionnaires regarding health/fitness for duty/physical capabilities that are used solely to determine the physical capabilities of a worker to perform certain work tasks, may be used by the Contractor provided they are not in conflict with this Agreement, local, state, and/or federal laws and further provided that the information collected is not used in a discriminatory manner. Any employment action arising from the information obtained in such questionnaires is subject to the grievance procedure.
- P. Questions arising over the application and intent of this Agreement are subject to review by the General Presidents' Contract Maintenance Committee to determine whether there has been exploitation of stipulated prerogatives.

### **ARTICLE III: UNION SECURITY AND REFERRAL**

1. The Unions are recognized by the Contractor as a source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria uniformly applied to any maintenance project in the area. **(Bulletin 1) (Note: All Bulletins are available on-line at: [https://nabtu.org/agreements/.](https://nabtu.org/agreements/))**



2. Plant maintenance, repair and renovation that the Contractor performs involves operating units that in all cases must be kept running. This situation means that some of the work is of an emergency nature, and therefore, will require at times, the acceptance of extreme fluctuations in the labor demand. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Contractor.

3. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.

4. All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the appropriate Union after the 7th day following the beginning of such employment.

5. Any employee, who, at his/her time of employment is a member in good standing of any signatory Union, shall be considered in compliance with the Union Security provisions of this Article so long as he/she maintains good standing in that Union.

6. The Contractor agrees to be bound by the hiring practices in the local area not inconsistent with the terms of this Agreement. Reverse layoff provisions, even when made part of the hiring hall procedures in local agreements, are inconsistent with the terms of this Agreement and therefore are not recognized.

7. On nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the Owners' security requirements not inconsistent with State and Federal laws. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this Agreement.

8. The Contractor shall not be required to pay the cost of an employee's Transportation Worker Identification Credential (TWIC).

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

#### **ARTICLE IV: NON-DISCRIMINATION**

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

#### **ARTICLE V: SCOPE OF WORK**

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

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

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

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

## **ARTICLE VI: DEFINITIONS**

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

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

## **ARTICLE VII: GRIEVANCE PROCEDURE**

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

Step 1:

Between the Contractor and the Jobsite Representative

Step 2:

Between the Contractor and the Business Representative of the local union

Step 3:

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

Step 4:

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

Management GPPMA Grievance Committee for resolution. A decision rendered by the Grievance Committee shall be final and binding upon the parties.

Step 5:

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

## **ARTICLE VIII: WORK ASSIGNMENTS**

1. The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement; and to make available to the Owner the skills and expertise the Building and Construction Industry has to offer in the maintenance of the structure, operations and facilities it originally constructs.
2. Project maintenance conditions do not always justify adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments shall be made for the purpose of adjusting such assignments as appropriate to take care of changing needs.
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 a question on assignments.
4. The Contractor agrees that he shall abide by such agreements reached by and with International Union Representatives.
5. The International Unions agree that failing to reach a project decision, there shall be submitted a joint statement of facts and request to the General Presidents' Committee for assistance in resolving said dispute.

## **ARTICLE IX: JOBSITE REPRESENTATIVE**

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

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

3. The Jobsite Representative shall be paid at a rate not less than the equivalent of craft foremen's pay, including fringes. The Jobsite Representative shall also be guaranteed forty (40) hours per week. This guarantee only applies to the Jobsite Representative for a primary General Presidents' Agreement holder who employs more than one craft on a continuing basis and is not the only General Presidents' Agreement Contractor at that particular location. Such guarantee shall not apply when a government agency and/or Owner in respect to the operation of the plant mandates certain interruptions or stoppages of work being performed by a Contractor, which are beyond the control of the Contractor.

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

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

## **ARTICLE X: CONTRACTOR'S REPRESENTATIVE**

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

## **ARTICLE XI: LOCAL UNION REPRESENTATIVES**

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

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

## **ARTICLE XII: WAGE RATES, FRINGE BENEFITS, AND PAYDAY**

1. Wage rates may be established by the General Presidents' Committee in the respective area or locality in which this Agreement is effective and shall be specified in Schedule "A" attached hereto. Where a wage modification is in effect, apprentices shall be paid in accordance with local area apprentice requirements not to exceed 5% below the modified journeyman wage rate.

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

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

4. The Joint Labor/Management Interpretations Committee has determined that the funds listed in Bulletin 2 meet the criteria set forth in Section 2 as bona fide fringe benefits. Contractors must make the required contributions to these funds for work performed under this Agreement if the funds are also recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project. Similar funds established by any other labor agreement will not be recognized under this Agreement for mandatory payment but such funds may be voluntarily paid by a Contractor working under this Agreement. Additionally, provisions in other agreements that establish similar funds that require additional payments into apprenticeship/training or other funds, should a Contractor decline to pay into such similar funds, shall not be recognized under this Agreement. The Joint Labor/Management Interpretations Committee will, upon request, review new jointly administered International Union monetary funds to determine whether payments to such funds are required. **(Bulletin 2)**

5. Once a Contractor has been notified by certified mail, return receipt requested,

that it is delinquent in contributions to fringe benefit funds which have been recognized as payable under Sections 2 and 4 of this Article, and does not respond positively by forwarding said contributions to the appropriate place of receipt within twenty (20) business days, the affected union may legally withhold the services of its members. This provision shall not apply to disputes over whether or not a trust fund contained in a local and/or national agreement is recognized under this Agreement or to other disputes involving the contribution rate to be paid to a specific fund. Such disputes are to be referred to the Joint Labor/Management Interpretations Committee for resolution. Nothing contained herein shall permit a Union to establish picketing or hand billing of any kind at any of the Contractor's jobsites where this Agreement is in place.

6. 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. Where a contribution schedule is adopted by the parties to a local agreement in order to implement a rehabilitation plan under the Pension Protection Act of 2006, such schedule shall become the applicable schedule for payment of contributions by Contractors signatory to this Agreement. The Contractor authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. Nothing contained in this Section is intended to require the Contractor to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Contractor required to become a member of any Contractor group or association as a condition for making such contributions.

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

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

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

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



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

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

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

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

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

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

17. Wages will be paid weekly. The payroll period to close so that no more than three (3) working days (excluding holidays) will be held back and payments to be made before the end of the employee's shift. If a Contractor fails to provide the proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks, employees so affected shall be entitled to four (4) hours' straight time pay for each 24-hour period or portion thereof that said employees must wait to receive the proper payment. The Contractor will not be assessed the above penalty if, in the opinion of the Joint Labor/Management GPPMA Grievance Committee, the reason the Contractor failed to make timely payment was due to circumstances beyond its control. Additionally, errors in time sheets or payroll checks that result in an employee being paid an incorrect amount shall not trigger the penalty provided that the Contractor pays the employee the correct amount in a timely manner.

18. A Contractor may provide employees payroll earnings exclusively via Electronic Direct Deposit or, in the event the employee does not have a bank account, Electronic Debit Card Deposit,

provided the remainder of the requirements of Section 17 are maintained. All employees shall receive a paper earnings statement for all payroll related deposits and, for those employees who receive payroll compensation via a debit card, one transaction per payroll period will be without fee to the employee. Employees terminating employment will receive final payroll compensation in the form of a paper check on their last day of employment subject to the exception in Section 19 of this Article for employees who quit without giving sufficient notice to the Contractor.

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

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

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

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

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

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

3. When an employee is required to work more than two (2) hours of unscheduled overtime beyond his/her regularly scheduled shift the Contractor will arrange either to have him/her receive one (1) hot meal or give him/her \$12.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter. Meal allowance is only applicable to unscheduled overtime.

### **ARTICLE XIV: DAY WORK SCHEDULES**

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

2. On any project when the job conditions dictate a change in the established starting time, alternative shifts and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor and the Local Union(s) involved shall mutually agree to such changes. If a work schedule change cannot be mutually agreed to between the Contractor and the Local Union(s) involved, the hours fixed in the Agreement shall prevail. However, the parties



involved shall have the prerogative of calling on the Committee as a whole to request such change; requests shall be in writing; the Committee's decision shall be final.

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

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

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

4. All time before and after the established work day of eight (8) hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and the holidays stated in Article XVI shall be paid for at the rate of double time. For the purpose of computing overtime, the start of the work day shall be considered as the start of the day work schedule as defined in this Article and continues for a 24-hour period. This shall include all work performed on Saturday, Sunday and holidays. A request for variances from this provision may be made to the General Presidents' Committee pursuant to the provisions of Article I, Section 2.

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

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

(Option #1 or Option #2)

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

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

- A. The Contractor may change the work week from five (5) days at eight (8) hours per day to four (4) days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The Contractor has the option of establishing a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the Contractor near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, a holiday or other conditions beyond the control of the Contractor, then Friday may, at the option of the Contractor, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Contractor; the Union will be advised of the starting time.
- C. A Contractor may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day. In the event the job is down due to weather conditions, a holiday or other conditions beyond the control of the Contractor, then Friday may, at the option of the Contractor, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.
- D. Employees who inform their Contractors on the last scheduled workday prior to the make-up day that they do not wish to work the make-up day, will not be penalized.
- E. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the Contractor shall have the option to work those employees on an eight (8) hour schedule.

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

- A. The Contractor may change the workweek from five (5) days at eight (8) hours per day to four days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The Contractor may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am

and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the Contractor near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Contractor; the Union will be advised of the starting time.

- C. A Contractor may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day.
- D. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the Contractor shall have the option to work those employees on an eight (8) hour schedule. All time worked on Sunday and holidays set forth in Article XVI of the General Presidents' Agreement shall be paid for at the rate of double time.

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

6. Fatigue Management-Nuclear Power Plants-Optional Work Schedule (**Bulletin 3**)

This schedule may only be used for nuclear work and is an optional schedule which may be implemented at the discretion of the Contractor. Other work week schedules may be developed by the Contractor and applicable local unions and/or local building trades council. Final approval of such other work week schedules must be granted by the General Presidents' Committee.

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

Example

S	M	T	W	T	F	S
8	8	8	0	8	8	8
ST	ST	1.5x	off	2x	ST	ST
4	4	4	0	4	4	4
1.5x	1.5x	1.5x		2x	1.5x	1.5x

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

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

#### **ARTICLE XV: SHIFT WORK CONDITIONS**

1. When so elected by the Contractor, multiple shifts of at least three (3) consecutive work days duration may be worked. When two (2) or three (3) shifts are worked, the first (1st) or day shift will be eight (8) hours worked for eight (8) hours' pay. The second (2<sup>nd</sup>) shift shall be seven and one-half (7½) hours worked for eight (8) hours' pay. The third (3<sup>rd</sup>) shift shall be seven (7) hours worked for eight (8) hours' pay. If Saturday and/or Sunday are worked to establish a shift, they shall be paid at the appropriate premium rate. The shift schedule may begin on any day of the week. The shift may be worked on a two-to-three shift basis. In the event overtime is worked on the first shift, it shall commence after eight (8) hours, on the second shift after seven and one-half (7½) hours, and on the third shift after seven (7) hours. When an individual works through two (2) consecutive eight (8) hour work periods, he/she shall remain on overtime until he/she receives a shift break of a minimum of seven (7) hours. This does not apply to call-ins as defined in Article XVII. The Contractor may establish extended scheduled overtime with respect to any shift. In the event that an employee does not work a full second or third shift, said employee shall be paid for actual time worked, plus one-half hour for the second shift and actual time worked plus one hour for the third shift. On two (2) shift operations, regardless of starting time and whether or not the shifts range from eight (8) to twelve (12) hours in duration, the shift premium for the second shift shall be seven and one-half (7 ½) hours worked for eight (8) hours pay plus applicable overtime. This shall also apply on work performed on weekends and holidays. For purposes of computing overtime, the start of the work day shall be considered as the start of the day work schedule as defined in Article XIV of the Agreement and continue for a 24-hour period. This shall include all work performed on Saturday, Sunday and holidays. A request for variances from this overtime provision may be made to the General Presidents' Committee pursuant to the provisions of Article I, Section 2.

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

3. Where a shift or shifts are established, the Contractor is required to work building tradesmen for a minimum of three (3) days on the second and/or third shifts. Building tradesmen may be added or deducted from each shift as needed. However, a failure to maintain any shift for three (3) days minimum will require the Contractor to compensate each employee on the shift which was cancelled under the overtime provisions of this Agreement.

4. The determination of the start of multiple shifts is the prerogative of the Contractor. Where job conditions and/or work schedules of the Owner require changes in starting times or multiple starting times for shifts, then such times may be implemented by the Contractor as needed. When such changes in starting times or multiple starting times are necessary, the Contractor shall notify the local unions and the Administrator of the General Presidents' Committee on Contract Maintenance advising of the effective date and reasons for same. When multiple starting times are being used, if one-half or more of the normal work hours fall within the regularly scheduled work hours of a particular shift, then that shift must be used to determine the proper shift premium for the entire shift. Overtime hours shall not be used in determining the normal work hours of a shift. If it is necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XIV, shall apply and will be considered the beginning of the three (3) consecutive work days.

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

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

#### **ARTICLE XVI: HOLIDAYS**

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

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

When a timely request in writing has been submitted by the Contractor to the Committee, a holiday may be changed to fit the client's need. It is possible to mutually change the holidays listed in this Agreement to conform with clients' and/or local observance, but the number of holidays shall not exceed seven (7).

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

2. It will not be considered a violation of this Agreement for the contractor to conform to the Owner's request to "not schedule" some or all of the contractor's employees for short durations because the Owner's in-house employees will also be scheduled off and the plant will either not be in operation, or the in-house crews and supervisors will be greatly diminished because of an in-plant holiday, holidays or an in-plant vacation week when all but minimal in-house crews will be scheduled to handle any emergencies that may arise when the rest of the in-plant employees are scheduled off. However, if an individual craft employee requests a layoff

in situations involving more than two (2) days so that he /she can return to the out-of-work list at his/her hiring hall to avoid losing wages, the layoff must be granted by the Contractor. The termination must not be designated as a quit.

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

## **ARTICLE XVII: REPORTING TIME AND CALL-INS**

### **1. Reporting Pay**

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

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

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

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

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

### **2. Call-ins**

A Call-in shall be defined as notification to report for work by whatever means to an employee for work outside of his/her regular shift or regularly scheduled day off or holiday. For purposes of computing overtime, the start of the work day shall be considered as the start of the day work schedule as defined in Article XIV of the Agreement and continue for a 24-hour period. This shall include all work performed on Saturday, Sunday and holidays. A request for variances from this overtime provision may be made to the General Presidents' Committee pursuant to the provisions of Article 1, Section 2.

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

- A. A Call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.



- B. When an employee is called into work before the established starting time and after the established quitting time of his/her regular shift, he/she shall be paid not less than four (4) hours at the applicable rate and if he/she works beyond the four (4) hours, he/she shall be paid for actual hours worked except when the call-in is prior to and continuous with his/her normal work hours.
- C. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than four (4) hours at the applicable overtime rate for that day except when his/her call-in is prior to and continuous with his/her normal work hours.
- D. If there is an overlapping of a worker's time from the fifth (5<sup>th</sup>) day to the sixth (6<sup>th</sup>) day, the sixth (6<sup>th</sup>) day to the seventh (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 Section 2(C) of this Article at the applicable overtime rate, but at no time will he/she receive the four (4) hour guarantee more than once for any one Call-in.
- E. Holidays that are celebrated by Owner's employees that are not consistent with those set forth in Article XVI of this Agreement are considered normal work days under the terms of this Agreement. If all or a portion of the work orders are withheld by the Owner on these Owner holidays, then these days shall be considered scheduled days off for employees affected. If the affected employees are then subsequently called into work, they shall be paid in accordance with Section 2(C) of this Article.

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

### **ARTICLE XVIII: TOOL ROOMS**

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

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

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

### **ARTICLE XIX: FIRST AID, SAFETY AND WORKERS COMPENSATION**

1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the

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

2. When required for the Project, the employee shall furnish and wear "Personal Protection-Protective Footwear" (Safety Shoes) that meet the requirements of ASTM F2413 as defined by OSHA standards.

3. When an Owner/Contractor furnishes modesty garments and other personal protective clothing on a Project, the Owner/Contractor will be responsible for laundering and maintaining such protective clothing.

4. When employees are required to wear safety glasses that exceed the requirements of OSHA Safety and Health Standards (29 CFR 1910.133), these glasses must be furnished at no cost to the employees regardless of prescription requirements.

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

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

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

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

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

7. The Contractor and local unions are encouraged to negotiate and implement



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

8. On the day the employee is injured and it is necessary to see a doctor, the employee will be taken to the doctor and shall be paid for time worked but not less than eight (8) hours' pay at the applicable rate. If subsequent visits are required, the appointments will be made after regular working hours by the company doctor, if possible. If, through no fault of the employee, the doctor requires that an appointment be made during regular working hours, the employee shall not lose any time. However, if the employee desires to make an appointment during working hours, he/she may do so and will not be paid for any loss of time. If subsequent visits are required and an employee chooses to see a doctor other than the company doctor, it will be on his/her own time.

#### **ARTICLE XX: PROJECT RULES AND REGULATIONS**

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

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

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

#### **ARTICLE XXI: PROTECTIVE LEGISLATION**

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

#### **ARTICLE XXII: PERIODIC CONFERENCE**

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

#### **ARTICLE XXIII: SUBCONTRACTING**

A. Contractor may subcontract work under the terms of the General Presidents' Project Maintenance Agreement (GPPMA) granted for that site. A Contractor wishing to subcontract work must submit a "Request to Subcontract" form to and receive written approval from the Administrator of the General Presidents' Project Maintenance Agreement prior to awarding any subcontract. All approved subcontractors must sign a "Letter of Assent" form prior to starting work on the project. The "Request to Subcontract" form and the "Letter of Assent" are set forth in Bulletin 4 and must be completed and submitted electronically at: <https://nabtu.org/agreements/gppma>. (Bulletin 4)

## **ARTICLE XXIV: HELMETS TO HARDHATS**

1. The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program.

2. Each Contractor shall contribute to the Center the amount of five cents (\$0.05) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to the Center. The contribution form is set forth in Bulletin 5 and may be downloaded from <https://nabtu.org/agreements/>. (**Bulletin 5**)

3. Once a Contractor has been notified by certified mail, return receipt requested, that it is delinquent in contributions to the Center, and does not respond positively by forwarding said contributions to the appropriate place of receipt within twenty (20) business days, the affected union may legally withhold the services of its members. Nothing contained herein shall permit a Union to establish picketing or hand billing of any kind at any of the Contractor's jobsites where this Agreement is in place.

4. The Contractor adopts and agrees to be bound by the written terms of the Center's legally established trust agreement. The Contractor authorizes the parties to such trust agreement to appoint trustees and successor trustees to administer the trust fund 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 a party to nor be bound by a local collective bargaining agreement nor is the Contractor required to become a member of any Contractor group or association as a condition for making contributions.

## **ARTICLE XXV: GENERAL SAVINGS CLAUSE**

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

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

## **ARTICLE XXVI: WORK STOPPAGES**

1. THERE SHALL BE NO STRIKES, WORK STOPPAGES, PICKETING OR SLOW-

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

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

- A. If the Contractor contends that any Union has violated this Section, it will notify immediately the General President(s) of the Union(s) involved advising of that fact. The President(s) will then immediately instruct the Local Union(s) to cease any violation of this Section and advise the Contractor and Committee Chairman of action taken.
- B. After twenty-four (24) hours from the above mentioned notice, if for any reason corrective action has not taken effect, the Contractor shall notify the Chairman of the Committee who will immediately institute any necessary further action. In the event that said further action on the part of the Chairman becomes necessary, it is understood that the General President(s) involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.
- C. If any of the Unions or the employees contend that the Contractor has violated this Section, such Unions on behalf of the employee will immediately notify the designated representatives of the Contractor who will immediately take any necessary steps within its means to bring about corrective action.

3. A Contractor may participate in local labor agreement negotiations. Such participation shall not interfere with nor change the provisions of this Article for the project(s) being performed under this Agreement.

**ARTICLE XXVII: TERMS OF THE AGREEMENT**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FOR THE COMPANY:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name of Contractor

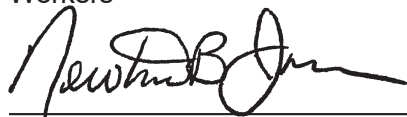
GPPMA # \_\_\_\_\_

**FOR THE UNIONS:**



---

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



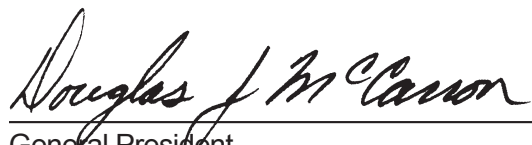
---

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



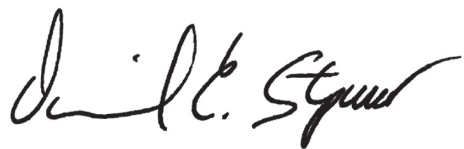
---

President  
International Union of Bricklayers and  
Craftworkers



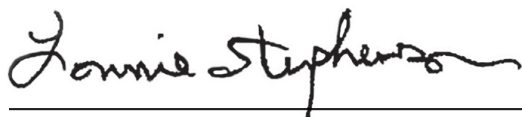
---

General President  
United Brotherhood of Carpenters & of America  
Industry of the United States and Canada



---

General President  
Operative Plasterers' & Cement Masons'  
International Association



---

International President  
International Brotherhood of Electrical  
Workers



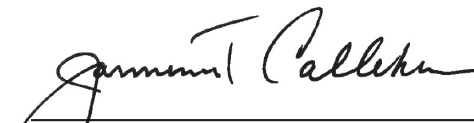
---

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



---

General President  
Laborer's International Union of  
North America



---

General President  
International Union of Operating  
Engineers



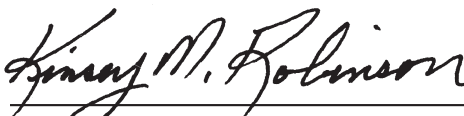
---

General President  
International Union of Painters and Allied  
Allied Trades



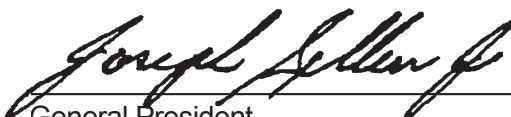
---

General President  
United Association of Journeymen & Joiners  
Apprentices of the Plumbing & Pipe Fitting



---

International President  
United Union of Roofers, Waterproofers  
and Allied Workers



---

General President  
Sheet Metal, Air, Rail and  
Transportation Workers



---

General President  
International Brotherhood of Teamsters







