

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



*The Answer to Maintenance
Challenges*

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PROJECT MAINTENANCE AGREEMENT

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

(Contractor)

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

_____ located at
(Project)

(Location)

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

International Association of Heat and Frost Insulators and Asbestos Workers

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

International Union of Bricklayers and Allied Craftworkers

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers' and Cement Masons' International Association

International Brotherhood of Electrical Workers

International Association of Bridge, Structural and Ornamental Iron Workers

Laborers' International Union of North America

International Union of Operating Engineers

International Union of Painters and Allied Trades

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

United Union of Roofers, Waterproofers and Allied Workers

Sheet Metal Workers' International Association

International Brotherhood of Teamsters

COVENANTS

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

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

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

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

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

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

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

ARTICLE I: INTENTS AND PURPOSES

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

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

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

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

ARTICLE II: MANAGEMENT RIGHTS (Bulletin 17)

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

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

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

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

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

ARTICLE III: UNION SECURITY AND REFERRAL

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

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

ARTICLE IV: NON-DISCRIMINATION

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

ARTICLE V: SCOPE OF WORK

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

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

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

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

ARTICLE VI: DEFINITIONS

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

2. The administration of paragraph 1 of this article as well as the entire General Presidents' Project Maintenance Agreement is the responsibility and sole prerogative of the General Presidents' Committee on Contract Maintenance at the national level. The interpretation and grievance adjudication of this Agreement shall be the responsibility and sole prerogative of the Joint Labor 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 Employer by the Union, or to the Union by the Employer within five (5) calendar days after the alleged violation was committed. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. The respective five-day and ten-day limits between grievance steps may be extended by mutual agreement of the parties. Settlement of grievances may be arrived at in any step of the grievance procedure and shall be final and binding upon the Union and the Employer.

Step 1:
Between the Employer and the Jobsite Representative

Step 2:

Between the Employer and the Business Representative of the local union

Step 3:

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

Step 4:

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

Step 5:

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

ARTICLE VIII: WORK ASSIGNMENTS

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

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

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

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

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

ARTICLE IX: JOBSITE REPRESENTATIVE

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

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

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

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

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

ARTICLE X: CONTRACTOR'S REPRESENTATIVE

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

ARTICLE XI: LOCAL UNION REPRESENTATIVES

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

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

ARTICLE XII: WAGE RATES, FRINGE BENEFITS, AND PAYDAY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV: DAY WORK SCHEDULES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI: HOLIDAYS (Bulletins 2 & 14)

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

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

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

ARTICLE XVII: REPORTING TIME AND CALL-INS

1. Reporting Pay

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

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

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

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

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

2. Call-ins (Bulletin #5)

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

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

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

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

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

ARTICLE XVIII: TOOL ROOMS

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

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

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

ARTICLE XIX: FIRST AID, SAFETY AND WORKERS COMPENSATION

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

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

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

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

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

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

ARTICLE XX: PROJECT RULES AND REGULATIONS

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

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

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

ARTICLE XXI: PROTECTIVE LEGISLATION

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

ARTICLE XXII: PERIODIC CONFERENCE

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

ARTICLE XXIII: SUBCONTRACTING (Bulletin 19)

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

ARTICLE XXIV: HELMETS TO HARDHATS

1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employers (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

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

ARTICLE XXV: GENERAL SAVINGS CLAUSE

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

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

ARTICLE XXVI: WORK STOPPAGES

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

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

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

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

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

ARTICLE XXVII: TERMS OF THE AGREEMENT

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

Signed this _____ day of _____, 20_____.

FOR THE COMPANY:

Name and Title

Name of Contractor

FOR THE UNIONS:

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

General President
Laborer's International Union of

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

General President
International Union of Operating
Engineers

President
International Union of Bricklayers and
Allied Craftworkers

General President
International Union of Painters and
Allied Trades

General President
United Brotherhood of Carpenters &
Joiners of America

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

General President
Operative Plasterers' & Cement Masons'
International Association

International President
United Union of Roofers, Waterproofers
and Allied Workers

International President
International Brotherhood of Electrical
Workers

General President
Sheet Metal Workers' International
Association

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

General President
International Brotherhood of Teamsters

**Amendment to the San Onofre Nuclear Generating Station Addendum
Between
Stone & Webster Construction, Inc.
And the
San Diego Building & Construction Council & Affiliated Local Unions
For the
Fall 2009 and 2010 Re-Fuel Outages**

The purpose of this Amendment is to define compensation for Stone & Webster Construction, Inc. (SWCI) craft employees working on the San Onofre Nuclear Generating Station (SONGS) fall 2009 and fall 2010 re-fueling outages under the terms and conditions of the Addendum to the General Presidents' Project Maintenance Agreement for Operating Plant Services effective July 16, 2004 through December 31, 2010 (Addendum) and the Accord dated July 10, 2008 (Accord).

The San Diego Building and Construction Trades Council and its affiliated local construction unions (Unions) and SWCI who are parties to the Addendum and the Accord and this Amendment recognize the importance of providing safe, experienced and qualified craft workers to perform work on the outages at SONGS in a timely manner. Accordingly the Unions and SWCI agree as follows:

- SWCI craft employees hired for the Re-Fuel outages will be paid wages and fringes, as defined below in this Amendment and the Addendum as clarified by the Accord through December 31, 2010.
- Wage rates and fringe benefits paid to all employees during non-outage periods will be in accordance with the Addendum as clarified by the Accord. Effective January 1, 2010 the annual increase will be added to the SONGS wage rates.

Wages

- Wage rates paid to employees for all hours worked during non-outage periods will be paid in accordance with the SONGS Addendum as clarified by the Accord.
- Wage rates paid for all hours worked during pre-outage and outage periods will be paid at not less than 100% of the applicable locally established wage rates.

Definitions

- Pre-outage periods are defined as the 21 calendar days prior to open breakers.
- Outage periods are defined as open breakers through closed breakers.
- Non-outage periods are defined as the period after outage periods and prior to pre-outage periods.

M&CS Work Schedules, Shifts, Overtime and Holidays

Work Schedules and shifts:

M&CS

Employees will be assigned to a five (5) or six (6) day per week, 8 to 12 hours per shift workweek schedule for the duration of the outage. These schedules will utilize a designated day or days off for each employee depending on crew assignment and work task. Once established, the designated day(s) off each week will remain the same for each individual employee.

Overtime

M&CS

- The payment of overtime for each individual employee will be determined in accordance with each employees designated day off schedule as indicated in the attached work schedules:

Holidays:

All work performed on a Holiday will be paid at the rate of two times the regular straight time hourly rate of pay for the following holidays:

New Years Day
Presidents Day
Memorial Day
July 4th

Labor Day
Thanksgiving Day
Christmas Day

If any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on Saturday, the previous Friday shall be observed as the holiday. Listed below are the holidays that fall in the outage schedule and the corresponding dates these will be observed:

Thanksgiving Day: 11/26/2009 and 11/25/2010
Christmas Day: 12/25/2009 and 12/24/2010
New Years Day: 01/01/2010 and 12/31/2011
Presidents' day: 02/15/2010 and 2/21/2011

Shift Schedules:

Crews will be assigned to different work activities with differing work schedules as required by the refueling management teams. Presented in the following table is the work schedule for the refueling project.

M&CS day 1 through completion of the outage – 6x12 shifts

<u>Crew</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
A	OFF	12 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT
B	8 REG 4 OT	OFF	12 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT
C	8 REG 4 OT	8 REG 4 OT	OFF	12 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT
D	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	OFF	12 OT	8 REG 4 OT	8 REG 4 OT
E	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	OFF	12 OT	8 REG 4 OT
F	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	OFF	12 OT
G	12 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	8 REG 4 OT	OFF

Note for above table:

REG = Regular is to be considered straight time hourly rate of pay.

OT = Overtime is to be considered over time at one and one half times the straight time hourly rate.

M&CS employees assigned to twelve (12) hours per day six (6) days per week shifts will be paid one and one-half times the straight time hourly rate of pay for hours worked on the day after their designated day off. Holidays, and the seventh day worked will be paid in accordance with the GPPMA. Shift differential will be applicable in accordance with the GPPMA.

All wages, as defined above, paid to employees are subjected to IRS and State of California tax withholding.

This Amendment is the result of full and open discussions between SWCI and the Unions and has not required the formal opening of the SONGS Addendum. It is also agreed that this Amendment represents the full and complete understanding of the parties regarding compensation.

Any questions that may arise over the implementation and application of this Amendment shall be referred to the grievance procedure contained in Article VII, Grievance Procedure in the General Presidents' Project Maintenance Agreement and as referenced in the Addendum. This agreement is for Unit 2 Cycle 17 and Unit 3 Cycle 17 only.

Signed and agreed this date: _____

Stone & Webster Construction, Inc.

San Diego Building & Construction
Trades Council

Carpenters Local 547