



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT



JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE

Reference: Article XV, Sections 1 and 2

Bulletin #1

Subject: Shift Work Conditions

Statement  
Of Policy:

The Contractor may schedule multiple shifts. These shifts will last at least three (3) consecutive days. The first or day shift will be eight (8) hours worked for eight (8) hours' pay. The second shift shall be seven and one-half (7-1/2) hours worked for eight (8) hours' pay. The third 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.

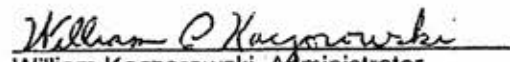
The terms of the shift arrangement shall be deemed fulfilled as long as the shifts remain intact. The number of craftsmen and/or crafts may be increased or decreased as the work load requires, with no requirement that an individual craft work the three (3) full days.

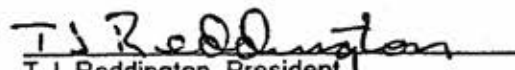
The shift may be worked on a two-to-three shift basis. In the event overtime is worked on the first shift, it shall commence after eight (8) hours, on the second shift after seven and one-half (7-1/2) hours, and on the third shift after seven (7) hours.

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

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

For the Joint Interpretations Committee:

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

  
T.J. Reddington, President  
Associated Maintenance Contractors

July 1, 2005  
Date of Decision



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
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Reference: Article XVI, Sections 1 and 2

Bulletin #2

Subject: Holidays

**Statement  
Of Policy:**

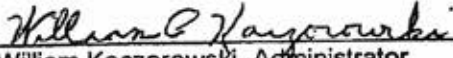
There are seven (7) holidays listed in the Agreement. These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he is to be paid double time.

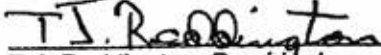
When a timely request in writing has been submitted by the Contractor to the Committee, a holiday may be changed to fit the client's need.

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

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
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T.J. Reddington, President  
Associated Maintenance Contractors

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GENERAL PRESIDENTS'  
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Reference: Article XV

Bulletin #3

Subject: Shift Work Conditions

**Statement  
Of Policy:**

Where a shift or shifts are established, the employer is required to work building tradesmen for a minimum of three 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 days minimum will require the employer to compensate each employee on the shift which was cancelled under the overtime provisions of the agreement.

For the Joint Interpretations Committee:

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

T.J. Reddington  
T.J. Reddington, President  
Associated Maintenance Contractors

July 1, 2005  
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Reference: Article XIV, Section 2

Bulletin #4

Subject: Day Work Schedules

Reference: Article XV, Section 1

Subject: Shift Work Conditions

Reference: Article XVII, Section 2

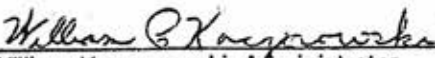
Subject: Reporting Time and Call-Ins

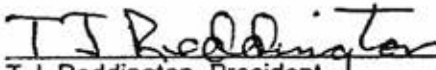
**Statement  
Of Policy:**

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.

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
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T.J. Reddington, President  
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Reference: Article XVII, Section 2

Bulletin #5

Subject: Call-ins


Statement  
Of Policy:

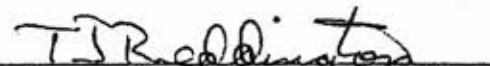
Questions have arisen over the proper pay for call-ins after established quitting time during an employee's normal work week and the interpretations of call-ins on an employee's scheduled "day off".

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

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
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GENERAL PRESIDENTS'  
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Reference: Article XV, Section 1

Bulletin #6

Subject: Shift Work Conditions

**Statement  
Of Policy:**

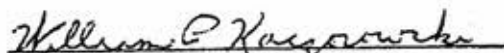
Where job conditions and/or work schedules of the Owner require changes in starting times or multiple starting times for shifts, then such starting times may be implemented by the Contractor as needed.

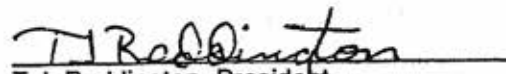
When such changes in starting times or multiple starting times are necessary, the Contractor shall notify the local unions and the Administrator of the General Presidents' Committee on Contract Maintenance advising of the effective date and reasons for same.

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

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
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Reference: Article XII, Section 1

Bulletin #7

Subject: Apprentice Wage Rates

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

For the Joint Interpretations Committee:

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

T.J. Reddington  
T.J. Reddington, President  
Associated Maintenance Contractors

July 1, 2005  
Date of Decision



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Reference: Article XIX

Bulletin #8

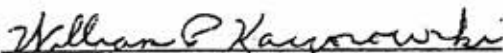
Subject: First Aid, Safety & Workers Compensation – Safety Equipment

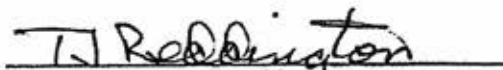
This article is intended to provide for maximum safety protection and safe work practices on all projects. The question submitted addresses the requirements of employers to provide or furnish "standard steel toe" safety shoes required by OSHA standards or required by contractors and owners to comply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

Statement  
Of Policy:

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
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Reference: Article XII, Section 2

Bulletin #9

Subject: Appropriate fringe benefit funds – Statement of Policy

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


**Statement  
Of Policy:**

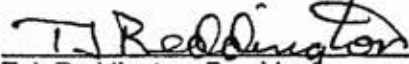
The intent of this section is that only bona fide benefits which accrue to the direct benefit of the individual craft employee is required and must be included on the Schedule "A" of wages and fringe benefits and paid by the contractor. Fringe benefits that are recognized as direct employee benefits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

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

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
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GENERAL PRESIDENTS'  
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Reference: Article XII, Section 2

Bulletin #10

Subject: Delinquency in the payment of fringe benefit contributions

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

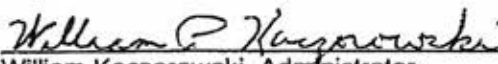
**Statement  
Of Policy:**

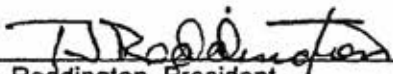
Once an employer has been notified by certified mail, return receipt requested, that he is delinquent in his contributions to fringe benefit funds which have been recognized as payable under the General Presidents' Agreement, and does not respond positively by forwarding said contributions to the appropriate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

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

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

For the Joint Interpretations Committee:

  
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Reference: Article IX

Bulletin #11

Subject: Appropriate Pay for Jobsite Representative

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

**Statement  
Of Policy:**

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

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

For the Joint Interpretations Committee:

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

T.J. Reddington  
T.J. Reddington, President  
Associated Maintenance Contractors

July 1, 2005  
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GENERAL PRESIDENTS'  
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Reference: Article XIX

Bulletin #12

Subject: First Aid, Safety and Workers Compensation

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

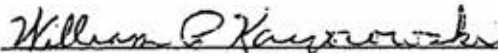
1. Laundering modesty garments
2. Mandatory safety glasses


**Statement  
Of Policy:**

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

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

For the Joint Interpretations Committee:

  
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Reference: Article III, Section 6

Bulletin #13

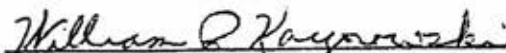
Subject: Union Security and Referral, Reverse Layoff

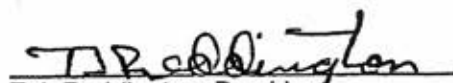
Statement  
Of Policy:

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

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

For the Joint Interpretations Committee:

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

  
T.J. Reddington, President  
Associated Maintenance Contractors

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GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

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Reference: Article XVI

Bulletin #14

Subject: Holidays

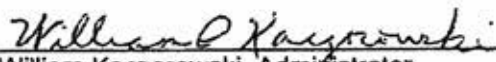
The General Presidents' Project Maintenance Agreement Joint Labor/ Management Interpretations Committee has reviewed the issue concerning a client's request to a General Presidents' Agreement contractor to "not schedule" some or all of the contractor's employees for short durations because the client's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

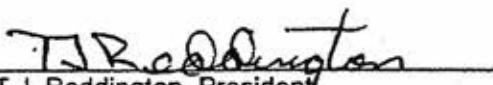
Examples are in-plant holidays which are not holidays covered under the General Presidents' Agreement for the contractors' employees, such as Lincoln's Birthday. On situations where the in-plant forces are scheduled off on Christmas Eve Day and Christmas Day or Thanksgiving Day and the day after Thanksgiving,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

**Statement  
Of Policy:**

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
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Agreement by Contract

  
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July 1, 2005  
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GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
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Bulletin #15

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


**Subject:** Management Rights/Jobsite Representative

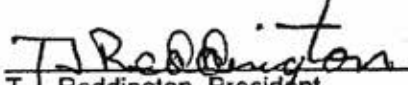
The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue of government agency and/or owner mandated unscheduled stop work orders.

**Statement  
Of Policy:**

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
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GENERAL PRESIDENTS'  
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Reference: Article XII, Section 7

Bulletin #16

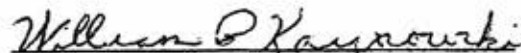
Subject: Wage Rates, Fringe Benefits and Payday

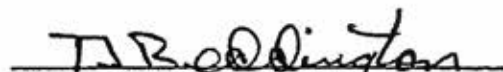
The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue related to Article XII concerning late payment of payroll checks due to a holiday.

**Statement  
Of Policy:**

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

For the Joint Interpretations Committee:

  
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July 1, 2005  
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GENERAL PRESIDENTS'  
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Reference: Article II

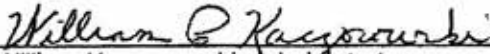
Bulletin #17

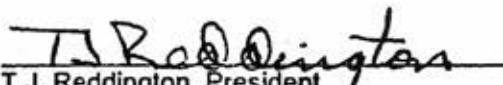
Subject: Management Rights, Employment Questionnaires Regarding Physical Capabilities

Statement  
Of Policy:

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
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T.J. Reddington, President  
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July 1, 2005  
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## GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT

### JOINT LABOR/MANAGEMENT INTERPRETATIONS COMMITTEE



Bulletin #18 (Revised June 1, 2007), page 1 of 2

Reference: Article XII, Section 2

Subject: Fringe Benefits

Statement  
Of Policy:

The General Presidents' Project Maintenance Agreement (GPPMA) Joint Labor Management Interpretations Committee has received a number of requests to review certain Cooperative Fringe Funds that have been established by several of the International Unions in cooperation with Management. The purpose of the review was to determine whether these Funds were fringe benefits as defined under the terms of Article XII - Wage Rates, Fringe Benefits, and Payday, Section 2 of the GPPMA.

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

The Joint Labor Management Interpretations Committee has concluded that the funds listed below meet the criteria and definition as set forth in Article XII, Section 2 of the GPPMA and that they are, in fact, bona fide fringe benefits. Accordingly, contractors performing work under the GPPMA must



**GENERAL PRESIDENTS'  
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INTERPRETATIONS COMMITTEE**




Bulletin #18 (Revised June 1, 2007), page 2 of 2

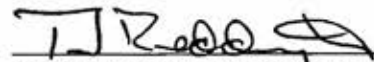
make the required contribution to the following International Union Funds, if those funds are also recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project:

- Laborers International Union, LECET
- International Brotherhood of Boilermakers, MOST
- International Union of Painters, PATLMCF
- Sheet Metal Workers' International Union, SMOHIT
- International Association of Iron Workers, IMPACT
- United Brotherhood of Carpenters, UBC Ed Fund
- International Brotherhood of Electrical Workers, NLMCC
- International Union of Bricklayers, IMI\*

\*Added effective June 1, 2007

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
Agreement

  
T. J. Reddington, President  
Associated Maintenance Contractors

June 1, 2007  
Date of Decision



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE



Reference: Article XXIII

Bulletin #19

Subject: Subcontracting

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

**REQUEST FOR PERMISSION TO SUBCONTRACT**

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

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

Name and Address of the Contractor (GPPMA Holder): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client/Owner: \_\_\_\_\_

Name & Location of Plant or Project: \_\_\_\_\_  
\_\_\_\_\_

Name & Address of Subcontractor & Company Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Proposed Starting Date of Subcontract Work: \_\_\_\_\_

Approximate Duration: \_\_\_\_\_

**CRAFTS & APPROXIMATELY NUMBERS OF EACH REQUIRED:**

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

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

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**Signature & Title**

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**Date**

**SEND TO:**  
William (Giz) P. Kaczorowski, Administrator  
Building and Construction Trades Department  
815 16<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor, Suite 600  
Washington, DC 20006  
Fax: (202) 756-4617

Name & Address of Contractor  
(GPA Holder):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name & Address of Subcontractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Starting Date of Subcontract Work: \_\_\_\_\_

Approximate Duration: \_\_\_\_\_

Description of Work being Subcontracted: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF ASSENT**

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

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

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

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

FOR THE SUBCONTRACTOR:

CLIENT/OWNER PROJECT LOCATION:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature & Title of Officer

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE



Bulletin #20

**Reference:** Article VII, 1<sup>st</sup> paragraph

**Subject:** Grievance Procedure

**Statement  
Of Policy:**

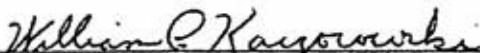
The reference to "calendar days" as contained in the above referenced paragraph shall be changed to "working days". Accordingly, the 1<sup>st</sup> paragraph of Article VII: Grievance Procedure is changed to read as follows:


**Quote.**

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

**End Quote.**

For the Joint Interpretations Committee:

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

  
T. J. Reddington, President  
Associated Maintenance Contractors

October 4, 2005  
Date of Decision



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE



Bulletin #21

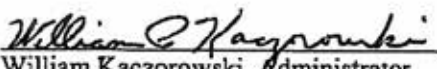
Reference: Article XV

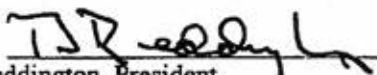
Subject: Shift Work Conditions

Statement  
Of Policy:

On two (2) shift operations, regardless of starting time and whether or not the shifts range from eight (8) to twelve (12) hours in duration, the shift premium for the second shift shall be seven and one-half (7.5) hours worked for eight (8) hours pay plus applicable overtime. This policy shall also apply on work performed on weekends and holidays.

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
Agreement

  
T. J. Reddington, President  
Associated Maintenance Contractors

November 8, 2006  
Date of Decision





**GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT**

**JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE**



Bulletin #22

Reference: Article XIX

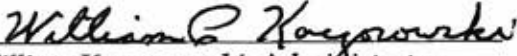
Subject: First Aid, Safety And Workers Compensation


Statement  
Of Policy:

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

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
Agreement

  
T. J. Reddington, President  
Associated Maintenance Contractors

June 1, 2007  
Date of Decision



**GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT**

**JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE**



Bulletin #23

**Reference:** Article XII

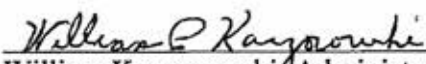
**Subject:** Wage Rate, Fringe Benefits and Pay Day

**Statement of  
Policy:**

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

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

For the Joint Interpretations Committee:

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

  
\_\_\_\_\_  
T.J. Reddington, President  
Associated Maintenance Contractors

June 14, 2007

\_\_\_\_\_  
Date of Decision



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE

**Reference:** Article XII, Wage Rates, Fringe Benefits, and Payday      Bulletin #24

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

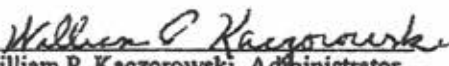
**Statement  
Of Policy:**

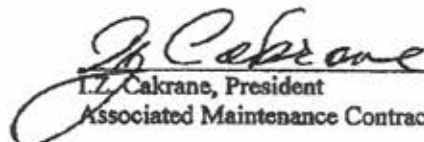
A question has been raised concerning the applicability Article XII: Wage Rates, Fringe Benefits, and Payday under the General Presidents' Project Maintenance Agreement (GPPMA) as it applies to changes adopted by the parties to a local collective bargaining agreement as part of a rehabilitation plan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

After extensive review it is agreed that Article XII: Wage Rates, Fringe Benefits and Payday states in part that " The Employer adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into and paid out of such trust funds."

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

For the Joint Interpretations Committee:

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

  
T.Z. Cakrane, President  
Associated Maintenance Contractors

March 12, 2008  
Date of Decision





GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE

Bulletin #25

**Reference:** Article XXVI

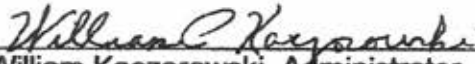
**Subject:** Work Stoppages

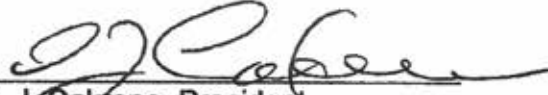
**Question:** Can a contractor working under a GPPMA that is also signatory to a local labor agreement in the same geographic area of a GPPMA project participate in local collective bargaining agreement negotiations?

**Statement  
Of Policy:**

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

For the Joint Interpretations Committee:

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

  
I. J. Cakrane, President  
Associated Maintenance Contractors

MAY 7, 2008  
Date of Decision



GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE



Bulletin #26

**Reference:** Article III

**Subject:** Union Security and Referral

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

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

For the Joint Labor/Management Interpretations Committee:

William P. Kaczorowski  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance

I. J. Cakrane  
I. J. Cakrane, President  
Associated Maintenance Contractors

12/10/08  
Date of Decision





GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT



JOINT LABOR/MANAGEMENT  
INTERPRETATIONS COMMITTEE

Bulletin #27

**Reference:** Article XIV: Day Work Schedules

**Subject:** Fatigue Management - Nuclear Power Plants

**Statement of Policy:** In order to comply with CFR Part 26, Subpart I, Managing Fatigue compliance for shift work in the nuclear industry, the following paragraph is added to Article XIV: Day Work Schedules. This schedule may only be used for nuclear outage work.


- On projects subject to the Nuclear Regulatory Commission's Rule limiting hours an employee may work to seventy two (72) hours per week, the Employer may establish a six (6) day, twelve (12) hour shift. All time on site, including lunch, shall be paid time. When implemented each employee shall receive thirty-two (32) hours straight time pay, twenty-eight (28) 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	2.0X	ST	ST
4	4	4	0	4	4	4
1.5X	1.5X	1.5X		2.0X	1.5X	1.5X

It is understood that the day before the designated day off will be paid at the rate of time and one-half (1.5X) and the day after the designated day off will be paid at double time (2X). The intent of this provision is to equalize pay for all craft persons for the week. Accordingly, the provisions of Article XVI regarding payment of Holidays worked and Article XV regarding payment of Shift Work Conditions shall not apply.

For the Joint Labor/Management Interpretations Committee:

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

  
I.J. Carbone, President  
Associated Maintenance Contractors

June 10, 2009  
Date of Decision

GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT



Reference: Article XIX, 2<sup>nd</sup> paragraph

Bulletin #28

Subject: First Aid, Safety and Workers Compensation

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

Statement  
Of Policy:

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

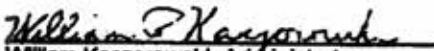
1. The employee/applicant provides accurate contact information on Chain of Custody form, cell phone or home phone #, to the employer so he/she can be reached by the Medical Review Officer (MRO).
2. The employee/applicant is available for contact by the MRO between 8 am and 4 pm; and
3. The employee/applicant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

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

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

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
Agreement

  
T.J. Raddington, President  
Associated Maintenance Contractors

January 18, 2010  
Date of Decision

GENERAL PRESIDENTS'  
PROJECT MAINTENANCE AGREEMENT



Reference: Article XIX, 2<sup>nd</sup> paragraph

Bulletin #28

Subject: First Aid, Safety and Workers Compensation

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

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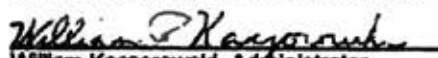
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2. The employee/applicant is available for contact by the MRO between 8 am and 4 pm; and
3. The employee/applicant provides the MRO with requested information in a "timely" manner.

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

For the Joint Interpretations Committee:

  
William Kaczorowski, Administrator  
General Presidents' Project Maintenance  
Agreement

  
T.J. Reddington, President  
Associated Maintenance Contractors

January 18, 2010  
Date of Decision



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.

## GRIEVANCE FORM FACT SHEET

### General Presidents' Project Maintenance Agreement

Party filing grievance:

\_\_\_\_\_ vs. \_\_\_\_\_

\_\_\_\_\_

Client/Location: \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_

Applicable agreement provisions allegedly violated (be specific): \_\_\_\_\_

\_\_\_\_\_

Applicable GPA Interpretation (if any): \_\_\_\_\_

\_\_\_\_\_

Brief statement of facts:

Remedy sought:

Has the opposing party been forwarded a copy of this grievance:  Yes  No Date: \_\_\_\_\_

Individual submitting: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

**Disciplinary Action / Warning Notice**  
**Bechtel Construction Company**  
**Point Beach EPU Project**  
**Disciplinary Action/ Warning Notice**

Name: Mike Collins Date: 10-13-11  
 Craft: Operating Engineers Employee 101519

Type of Warning (check)  
 Verbal                       Written                      Suspension                      Termination

Explanation of violation: Category 4  
Unsatisfactory use of human performance tools

Warning: \_\_\_\_\_

Any further violations will result in additional disciplinary action up to and including discharge.

Written Warning  
 Received By: \_\_\_\_\_ Date: \_\_\_\_\_

**Verbal Warnings are to be discussed with the individual employee. The employee has the right to request that his/her shop steward be present during any discussion related to disciplinary action. The verbal warning is to be documented on this form and filed in the employee's personnel file. Written warnings are to be discussed with the employee, signed and filed in the employee's personnel file. A copy of the written warning is to be given to the employee.**

Supervisor's Concurrence: \_\_\_\_\_ Date: \_\_\_\_\_  
 Foreman (if applicable): Dick Halladay Date: 10-15-11  
 General Foreman: Glen Felton Date: 10-13-11  
 Superintendent: W. Adams Date: 10-14-11

CC: Employee  
 Superintendent  
 Original: Timekeeping Employee File

Bechtel Construction Company – Labor Relations