

## **GULF COAST AGREEMENT**

### **PREAMBLE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the North American Contractors Association and the Associated Maintenance Contractors, hereinafter referred to as the "Associations," on behalf of their member companies, hereinafter referred to as the "Employers" or individually as the "Employer" and the Building and Construction Trades Department, AFL-CIO, hereinafter referred to as the "BCTD," on behalf of its affiliated National and International Unions, and other National and International Unions who become signatory hereto, hereinafter referred to as the "Unions" or individually as the "Union" and those Local Unions or other subordinate bodies affiliated with such National and International Unions, hereafter referred to as "Local Unions," who accept the terms of this Agreement by virtue of accepting the benefits of the Agreement on specific projects covered by the Agreement and/or by referring employees to work on such projects.

The Agreement shall be binding on the Employer only, and shall apply to parents, affiliates, subsidiaries or other divisions of the Employer only after signature by such parent, affiliate, subsidiary, or other division of the Employer.

Each Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or dispute between a Union and an Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the Union and each other Employer party to this Agreement.

Furthermore, the Associations, the BCTD and each Union and/or its Local Unions shall alone be liable and responsible for their own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a signatory Union or its Local Unions shall not affect the rights, liabilities, obligations and duties between the Employer and other Unions or their Local Unions party to this Agreement.

### **COVENANTS**

WHEREAS, the Employer is engaged in capital improvement construction, maintenance and repair of industrial, operating and/or manufacturing facilities in the Gulf Coast of the United States, and

WHEREAS, The Unions have in their membership and in their Local Unions in the Gulf Coast and throughout the United States, competent, skilled and qualified workers possessing the skills and abilities required to perform the work incidental to the

effective accomplishment of such capital improvement construction, maintenance and repair work, and

WHEREAS, the Associations, Employers, BCTD and Unions desire to mutually establish wages, hours and working conditions for the workers employed on capital improvement construction, maintenance and repair projects by the Employers in a bargaining unit separate and distinct from all others, and

WHEREAS, the Associations, Employers, BCTD and Unions desire to encourage close cooperation so that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement,

NOW, THEREFORE, the Associations, Employers, BCTD and the Unions in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

**ARTICLE 1  
INTENTS AND PURPOSES**

Section 1-1. The purpose of this Agreement is to promote efficiency of construction, maintenance and repair operations on all projects covered by this Agreement and to provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 1-2. Amendments to this Agreement, which are required to place the Employer in a more competitive position, may be established by the Employer and the BCTD. Such amendments shall be reduced to writing and shall be considered an extension and part of this Agreement for the particular project.

**ARTICLE 2  
RECOGNITION**

Section 2-1. The Employers recognize the Unions as the sole and exclusive bargaining representatives for the craft employees employed on the jobsites covered by this Agreement.

Section 2-2. The employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others.

**ARTICLE 3  
SCOPE**

Section 3-1. This Agreement may be utilized on private sector projects for the construction of capital improvements, maintenance and repair of industrial, operating and/or manufacturing facilities in Texas, Louisiana, Alabama, Mississippi, Georgia,

Florida and Arkansas where there is no history of or existing National Agreement(s) with any of the Unions.

Section 3-2. When an Employer intends to utilize this Agreement on a project, the Employer shall notify the BCTD of such intent.

Section 3-3. With the approval of the BCTD, this Agreement may be extended to work in other states and to construction of a greenfield project in one of the states listed in Section 3-1 if requested for the entire scope of the project.

Section 3-4. This Agreement is specifically limited to the Employer's assigned areas and work scope performed at the plant or site of modifications, emergency work orders and/or plant outage response tasks, maintenance or repairs and shall exclude any and all off site work. Subcontracting by signatory Employers of their assigned areas or work scope, performed at the site of construction, shall be limited to Employers who sign a Letter of Assent binding them to this Agreement. If the Employer and the Unions are unable to locate qualified and competitive union contractors to perform particular work, the Employer may utilize non-union subcontractors to perform such work after providing notice to the BCTD. All supervision above general foreman, all non-manual and exempt employees and all areas, plants and/or work scope hours not assigned to the Employer by the owner and/or prime contractor are all specifically excluded from this Agreement.

Section 3-5. This Agreement represents the complete understanding of the parties and none of the provisions in any local, regional/area or national collective bargaining agreement shall apply to the project unless specifically incorporated in this Agreement. It is understood that this is a self-contained stand-alone Agreement and that by virtue of having become bound to this Agreement, the Employers will not be obligated to sign any other local, regional or national agreement.

Section 3-6. Where there is a conflict, the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area, or local collective bargaining agreements, except that work covered by the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, National Refractory Agreement, all instrument calibration work and loop checking under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the UA National Specialty Agreement for the United States of America (as it applies to welding) and the National Agreement of the International Union of Elevator Constructors may be performed pursuant to those agreements with the exception of Article 8, Section 8-8 and Articles 10, 12, 13 and 17 of this Agreement, which shall apply to such work.

## **ARTICLE 4 MANAGEMENT RIGHTS**

Section 4-1. Subject only to the limitations specifically set forth in this Agreement, the Employer shall retain all customary and residual rights of management and shall have the unqualified right to plan, direct and control the operations of all its work scope; hire employees and craft supervisors and determine crew size; reject any applicant referred by the Union for any lawful or non-discriminatory reason; utilize discretionary mixed crews and/or composite crews and determine the number of employees needed to safely perform the work; develop, revise, implement and enforce work rules and safety rules; direct the working forces; make all work assignments and jurisdictional assignments; assign employees and supervision to their jobs; discharge, suspend or discipline, transfer, promote or demote employees and supervision for cause in compliance with this Agreement; lay off employees and supervision because of lack of work or for other legitimate reasons without regard to any layoff priority rules; require employees and supervision to observe the Employer's and owner's rules and regulations not inconsistent with this Agreement; establish, eliminate, change or introduce new or improved methods, machinery, or quality control standards; procure materials, supplies, goods and services, and fabricated components from any source; provided, however, that the Employer may not use these management rights for the purpose of discrimination against any employee that may violate state or federal employment or labor laws. The Employer's rights under this Agreement are not limited to those outlined in this Article 4. The only restrictions of the Employers management rights are those restrictions that are specifically addressed and identified in this Agreement.

Section 4-2. The Unions understand that the Employer is responsible for performing the work scope required and the areas assigned by the owner or prime contractor to the Employer. Therefore, the Employer has the sole authority, discretion and right to:

- A. Transfer, without restrictions or limitations, existing employees from one project location to another project location. This applies to Employers having more than one project in a geographical region and multiple labor agreements in territorial jurisdictions of the various Local Unions involved. Specific provisions for such emergency transfers across multiple Unions' local territorial jurisdiction are addressed in Appendix \_\_\_.
- B. Determine all work methods and procedures and procure components, machinery, piping or construction materials from any source and without any restrictions.
- C. Determine the need and number of foremen, name the foremen, and require the foremen to work with their tools when, in the Employer's opinion, this is advisable. General Foreman are assigned at the sole discretion of the

Employer. The Employer shall provide adequate and competent direct craft supervision on the job.

Section 4-3. The Employers and the Unions recognize the necessity for eliminating restrictions and promoting efficiency, and agree that no rules, customs, or area practices shall be permitted which limit production or increase the time or cost required to do the work, and no limitations shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, purchased components, tools or any labor saving devices.

Section 4-4. It is understood by the Employer and agreed to by the Unions that the employees of the Employer will perform the assigned work and area requested by the Employer or others without having any concern or interference with any other work or area performed by any employees who are not covered by this Agreement or any other labor agreement.

## **ARTICLE 5 UNION SECURITY**

Section 5-1. Unless prohibited by state law, all employees covered by this Agreement now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement, and all other employees employed by the Employer shall become members of the Union on the eighth (8<sup>th</sup>) day of their employment and shall remain members of the Union in good standing during the term of this Agreement.

Section 5-2. In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) if he or she has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 5-3. The Employers agree to deduct union dues from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues to the applicable Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of the employees.

## **ARTICLE 6 REFERRAL**

Section 6-1. The Employer shall have the unqualified right to select and hire directly all supervisors it considers necessary and desirable without such persons being referred by the Unions and/or their respective Local Unions. Applicants for the various

classifications covered by the Agreement required by the Employer on its projects, shall be referred to the Employer by the Unions and/or their respective Local Unions. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Section 6-5. The Employer shall also have the right to reject any applicant referred by the Unions and/or their respective Local Unions. This Section is subject to the provisions of Article 3, Section 3-4.

Section 6-2. The Unions represent that their local unions administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with Federal, State and local laws and regulations which require equal employment opportunities and non-discrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 6-3. In the event the referral facilities maintained by the Local Unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source. Individuals hired pursuant to this section shall be paid wages and fringes in accordance with the terms of this Agreement and may remain employed on the project at the Employer's discretion. If there is no equivalent classification and wage rate in the applicable Local Union agreement, the wages and fringes shall be negotiated and included in an Appendix to this Agreement.

Section 6-4. In lieu of Section 6-3, if a Union is unable to refer workers but another Union is able to refer workers that share comparable skills, an Employer may accept referrals of workers from such Union and shall pay such employees whichever wage rate of the two Unions is higher. All fringe benefit contributions shall be paid at the same rates as other workers from the referring Local Union.

Section 6-5. The Employer agrees to be bound by the referral rules in a local area not inconsistent with the terms of this Agreement provided that, where the referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either State or Federal law.

Section 6-6. The Unions and their respective Local Unions shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 6-7. The Unions and their respective Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled employees to fulfill the manpower requirements of the Employers. To accomplish this commitment, the parties agree to the following procedure:

If at least thirty (30) to sixty (60) days prior to an Employer's request for the referral of workers the Employer conducts a pre-job conference and advises the applicable Local

Union(s) of its manpower requirements and the date such workers will be needed, such Local Union(s) shall have ten (10) calendar days to advise the Employer in writing of the number of workers that it will be able to refer to fulfill the Employer's manpower requirements.

Section 6-8. The Employers shall have the right to employ an agreed upon number of "key employees". "Key employees" shall mean those employees who are regularly and customarily employed by the Employer whenever the Employer has work and who have been employed by the Employer sometime during the past twelve (12) months and who, because of their special knowledge, skill and experience regarding the Employer's operations are considered necessary by the Employer to the efficient performance of the work to be done under this Agreement.

(a) Fringe benefit contributions that are worker-specific, e.g., pension, health and welfare, pre-paid legal, annuity or vacation, shall be paid to the funds of the key employee's home local (as designated by the key employee) at the rate normally charged by such funds. If the key employee does not designate a home local or the home local will not accept such contributions, all contributions will be made in accordance with Article 8 of this Agreement. If the home local fund accepts multi-level contributions, the rate shall be that under which the key employee is normally covered. If the home local rate for the aggregate of all worker-specific funds is less than the rate of the aggregate of those benefits under Article 8 of this Agreement, the difference will be added to the worker's wages. In no case will the worker's wages be reduced.

(b) Fringe benefits that are not worker-specific but are approved funds pursuant to Article 8, Section 8-6, shall be paid on behalf of key employees.

(c) The Employer shall advise the Union at the pre-job conference of the manner in which benefit contributions for each key employee will be treated pursuant to this Section.

Section 6-9. Where governmental agencies impose equal employment obligations on a project, referral procedures shall be subordinate to such obligations. The Employer may request employee applicants with special qualifications, security clearances, skills, certifications, training, or prior supervisory experience with the Employer. The applicable Union shall dispatch/refer the first applicant on the referral list that meets the qualifications the Employer requires and requested. If requested by the Union referral facility, any such "Employer Special Requests" shall be communicated by fax documentation or written correspondence. Call-by-name shall be permitted if a Union recognizes such practice.

## **ARTICLE 7 APPRENTICES/SUBJOURNEYPERSONS**

Section 7-1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent employees in the construction

industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 7-2. An Employer may employ subjourneypersons for Unions recognizing such classifications to perform such work which is customarily performed by their craft. The subjourneypersons will not be a currently registered apprentice. Unless modified by the terms of this Agreement, the applicable Local Union collective bargaining agreement shall determine the rate of pay, fringe benefits and the number of employees to be employed in such classifications. If there is no equivalent classification and wage rate in the applicable Local Union agreement, the wages and fringes shall be negotiated and included in an Appendix to this Agreement. It is understood by all parties that those Unions who have not recognized such classifications shall agree to furnish the Employer a sufficient number of apprentices to allow the Employer to be competitive for the project. If such Unions are unable to furnish a sufficient number of apprentices, the Employer may hire from any source with the wages and fringes for such workers to be negotiated and included in an Appendix to this Agreement. The ratio of apprentices and other non-journeymen classifications permitted by this Article shall be determined by the Employer and the applicable Union in accordance with federal and state law, but shall not exceed 50% of the craft workforce.

Section 7-3. Subjourneypersons may be reclassified to journeyperson status or to a registered Apprentice Classification, or a formal training program, as appropriate, when they have demonstrated their qualifications for such reclassification to the mutual satisfaction of the Employer and the Local Union involved.

## **ARTICLE 8 WAGES, BENEFITS AND PAYDAY**

Section 8-1. The wage rates and fringe benefits, except for pension benefit contributions for defined benefit plans which are addressed in Section 8-2, for work performed under this Agreement shall be the wage rates and fringe benefits set forth in the applicable Local Union collective bargaining agreement.

Section 8-2. The only pension benefit contribution for defined benefit plans payable by the Employers under this Agreement shall be to the applicable National Pension Funds of the National and International Unions party to this Agreement or to the applicable fund or funds designated in Appendix \_\_\_ for those National and International Unions that do not have a National Pension Fund. The amount of the contribution shall be the contribution rate set by the applicable National Pension Fund plus the contribution rate set by the applicable Local Union defined benefit pension fund, if any. For those National and International Unions that do not have a National Pension Fund, the contribution rate shall be the rate set forth in Appendix \_\_\_, plus the contribution rate set by the applicable Local Union defined benefit pension fund, if any.

Section 8-3. This Agreement is an 8(f) Agreement under the National Labor Relations Act (NLRA) which covers work performed in the building and construction



industry and, as such, all work performed under the Agreement qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this Agreement does not qualify for the Construction Industry Exemption authorized by Section 4203(B)(1)(i) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this Agreement to qualify for the Construction Industry Exemption, the Employers will not be obligated to hire employees covered by such Fund.

Section 8-4. Wage premiums, such as those based on height of work, type of work or materials, special skills, etc. shall not be paid.

Section 8-5. The Employers agree to be bound to the terms of applicable legally constituted trust funds to which they are required to contribute under the terms of this Agreement.

Section 8-6. National training funds, industry cooperation funds, labor/management cooperation funds or national training/recruiting funds that are currently recognized and approved for payment for work under the General Presidents' Project Maintenance Agreement (GPPMA) shall also be recognized under this Agreement. Payment into any newly established labor/management funds will be approved once recognized and approved for payment under the GPPMA.

Section 8-7. Wages will be paid weekly. The payroll period shall close so that no more than five (5) days will be held back and payments made before the end of the employee's shift. Employees may be required to utilize direct deposit and/or a bank debit card account. Terminated employees shall be paid on the day of termination. The Employer shall pay four (4) hours pay to a terminated employee for each 24 hour period said employee must wait for the final pay. An employee who quits without giving sufficient notice to the Employer shall be paid on the regular payday at the job site, or may have the final pay mailed to the address of record or direct deposited.

Section 8-8. Each Employer shall contribute ten cents (10¢) for each hour worked by its employees under the terms of this Agreement to the General Presidents' Project Maintenance Agreement Labor-Management Trust Fund but not to exceed \$250,000 for any one project. Payment shall be forwarded monthly to the Trust Fund in a form and manner to be determined by the Fund's Trustees. 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.

An Employer who fails 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.

## **ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 9-1. A standard day work schedule shall be defined as a twenty-four (24) hour period beginning at the scheduled starting time of the day shift. An employee's base rate and any overtime pay shall be calculated on the basis of the day work rates only, without regard to clock or calendar changes. A standard workweek shall be defined as five (5) consecutive days beginning with the starting time of the Monday day shift. When on a modified schedule, the modified workweek shall be defined as four (4) consecutive days beginning on Monday or Tuesday. Nothing in this Agreement shall be construed as guaranteeing any employee eight (8) hours of work (or pay) per day or forty (40) hours of work (or pay) per week. The starting time for the standard work day shall be between the hours of 6:00 a.m. and 9:00 a.m. The standard workday shall be eight (8) hours (5-8's) or ten (10) hours (4-10's) exclusive of a 30 minute unpaid lunch period.

Section 9-2. All hours worked after ten (10) hours per day shall be at overtime pay. All hours worked on Saturday, Sunday, and holidays shall be paid at the rate of time-and-one-half, which is the maximum overtime pay under this Agreement. No overtime provisions (or overtime pay) shall apply until the employee has worked in excess of the "mandatory eight (8) or mandatory ten (10)" hour assigned schedule (up to 40 hours) in the same workweek. The only exceptions to the "mandatory straight time/required attendance" requirements are: absences covered by the FMLA; other absences covered by various government rules and regulations; jury duty; military duty; and approved funeral leave. Employees who are hired or terminated in a workweek where they were not afforded the opportunity to work a forty (40) hour straight time workweek shall not be penalized for that week.

Section 9-3. When an employee is required to work more than four (4) hours of unscheduled overtime beyond the regularly scheduled shift, the Employer will arrange to have the employee receive one (1) meal or pay \$12 in lieu of the meal. This provision shall be repeated after each four (4) hours of overtime thereafter. These provisions shall not apply when employees are given prior notice of overtime work or an extended work schedule.

Section 9-4. When two (2) shifts are worked, the first or day shift shall be established on an eight (8) or ten (10) hour basis. The second shift shall be established on an eight (8) or ten (10) hour basis plus 1.067 times the base rate of pay, including a thirty (30) minute unpaid lunch period. When working two (2) shifts, the first shift shall

commence between the hours of 6:00 a.m. and 9:00 a.m. The second shift shall commence within a period of time not to exceed three (3) hours upon expiration of the first shift. When shift work is established, it must continue for a minimum of three (3) consecutive days, and if this minimum is not met, then all work shall be considered overtime work and paid accordingly.

Section 9-5. In the event of inclement weather during the period Monday through Thursday or Tuesday through Friday, or any other circumstances that prevent the performance of work, Friday or the following Monday, may be used as a make-up day. The first ten (10) hours worked on each scheduled day, or up to ten (10) hours on a make-up day shall be at straight time. When the Employer utilizes the make-up day, the scheduled work day can be 8 to 10 hours. The Employer may change from one schedule to another (5-8's to 4-10's and back, etc.), subject to the Unions being given at least three (3) calendar days' notice of such changes, emergencies excluded.

Section 9-6. Other "special shift configurations" may be developed by the Associations and the BCTD to address unique and/or specific circumstances or situations. Such agreement shall be reduced to writing, signed and issued as an Addendum to this Agreement.

Section 9-8. The following six (6) days shall constitute the recognized nonpaid holidays within the terms of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additional holidays may be established by agreement of the Associations and the BCTD. All work on holidays shall be at time and one-half regardless of the forty hour (40) straight time requirement. Holidays which do not fall on a scheduled work day shall not be observed in any form. Mardi Gras Day shall be observed as a holiday only on projects in Louisiana.

## **ARTICLE 10 HELMETS TO HARDHATS**

Section 10-1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program 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.

Section 10-2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on projects covered by this Agreement and of apprenticeship and employment opportunities for such projects. To the extent permitted by law, the Employers and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

Section 10-3. Each Employer performing work under this Agreement shall contribute to the Center the amount of two cents (\$0.02) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to the Center in a form and manner to be determined by the Center's Trustees.

Section 10-4. The Center shall function in accordance with, and as provided in its Agreement and Declaration of Trust, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

Section 10-5. Employers who fail to pay contributions or other payments owed to the Center 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, and to take any other lawful action necessary to collect contributions and all other payments due.

## **ARTICLE 11 REPORTING TIME AND CALL-INS**

Section 11-1. Reporting Pay: When an employee or new hire reports to work as normally required and is not given the opportunity to work because work is not available, and the employee has not been so notified before the completion of the previous day's work, then the employee shall be paid two (2) hours at the applicable rate provided the employee is available at the assigned work station. An employee who is put to work shall be paid for the hours actually worked but not less than two (2) hours. It shall be the Employer's prerogative whether or not to stop the work. If any employee refuses to start work or stops work on the employee's own volition, this Article shall not apply.

Section 11-2. Call-Ins: A "call-in" shall be defined as notice given to an employee, by whatever means, to report for work outside the employee's regularly scheduled shift. Call-ins as defined above shall be paid in accordance with one of the following:

- (a) Call-in hours worked prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked, at the

applicable overtime rate. Scheduled shift hours worked are then paid at the regular rate.

- (b) When an employee is called in to work at or after the established starting time on Saturday, Sunday, a scheduled day off, or holidays, the employee shall be paid not less than four (4) hours at the applicable overtime rate for that day except when the call-in is prior to and continuous with the employee's normal work hours.
- (c) If there is an overlapping of an employee's time from the 5<sup>th</sup> day to the 6<sup>th</sup> day, the 6<sup>th</sup> day to the 7<sup>th</sup> day, or holidays, as a result of a call-in from one day to the next, the employee shall be paid under the four (4) hour plan as outlined in subsection (b) above at the applicable overtime rate, but at no time shall the employee receive the four (4) hour guarantee more than once for any one call-in.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

Section 12-1. 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.

Section 12-2. Step 1: Between the Employer and the Business Representative of the Local Union.

Step 2: Between the Employer or the Employer's Labor Relations Manager and the International Union representative.

Step 3: 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 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 4:

- 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 the decision.

### **ARTICLE 13 WORK ASSIGNMENTS**

Section 13-1. The Employer shall make initial work assignments in accordance with the criteria established by the Plan for the Settlement of Jurisdictional Disputes adopted by the BCTD in effect at the time the assignment is made. Once such work assignments are made and individuals employed, the Employer may utilize core or base crews of a composite or mixed ratio of craftpersons without regard to traditional jurisdictional lines.

Section 13-2. The Employers shall conduct a pre-job meeting for the purpose of discussing the scope and schedule of the work and intended work assignments. Notice of the pre-job meeting shall be sent to the applicable Local Building and Construction Trades Council. Except in emergency situations, final work assignments shall be made in writing no later than ten (10) days prior to the start of work.

Section 13-3. Any dispute arising from an Employer's work assignment shall be referred to the respective General Presidents or their designees for resolution. The Employer's original work assignment shall continue until such time as the respective General Presidents reach a joint resolution. The joint resolution shall not result in any double manning. Such joint resolution shall be reduced to writing and the Employer shall promptly comply.

### **ARTICLE 14 UNION REPRESENTATIVES**

Section 14-1. Each Union or its applicable Local Union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a

qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's Employer and not with the employees of any other Employer.

Section 14-2. Authorized representatives of the Unions and their Local Unions shall have access to the projects provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project.

Section 14-3. On projects where the owner's personnel may be working in close proximity of the construction activities, the Unions agree that under any and all conditions Union representatives, Stewards, and individual employees will not interfere in any manner with the owner's personnel or with the work which is being performed by the owner's personnel.

## **ARTICLE 15 HEALTH, SAFETY AND ENVIRONMENTAL**

Section 15-1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer and/or owner. To protect the safety and health of employees, the Employers and employees agree to comply with applicable provisions of all state and federal laws and all such regulations relating to job safety, a healthy and safe work environment as well as all project specific standards covering construction and industrial safety, industrial hygiene and environmental compliance.

Section 15-2. The Employer shall supply and all employees shall be required to properly use appropriate personal protective equipment (PPE) as is, or may be prescribed, by state or federal health and safety standards or by the Employer's safety rules, procedures and regulations. Failure of each employee to properly use such PPE or to comply with all laws, regulations and the project safety plan and rules, shall be grounds for disciplinary actions, up to and including termination.

Section 15-3. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Unions or any of their Local Unions liable to any employees or to other persons in the event that injury or accident occurs.

Section 15-4. All employees shall have Smart Mark or OSHA 10 hour training, other applicable safety certifications and ANSI approved hard toed safety work boots as a condition of employment on projects covered by this Agreement. The Employer's primary craft supervisors shall have OSHA 30 hour certifications.

Section 15-5. The employees shall comply with any security background checks and drug and alcohol (D&A) testing programs that may be required by the owner as a

condition for site access or as may be established by the Employer. Such D&A programs shall at a minimum include: pre-employment testing; for cause testing; post-accident/incident testing and random testing. All D&A testing programs shall comply with applicable state and federal laws and regulations and all testing shall be done by laboratories that have been certified as meeting the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Section 15-6. Where a "quick test procedure" is used and yields an "inconclusive determination" and the individual is removed from the project pending a final determination, the individual shall be compensated up to a maximum of twenty four (24) straight time hours for any "waiting time" in situations where the final determination is a negative finding. In situations where the final determination is a positive finding, the individual shall receive no compensation and shall be denied site access.

## **ARTICLE 16 GENERAL WORKING CONDITIONS**

Section 16-1. Individual refreshment/coffee breaks may be taken at the employee's place of work as the work schedule permits. Organized breaks and "gang breaks" shall not be permitted.

Section 16-2. Employees shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

Section 16-3. Employees required to possess certain certifications such as welding, scaffold erection, hazardous material abatement, TWIC, competent rigging/signal person, crane and equipment operators, CDL, etc. shall obtain and retain the appropriate certification(s) on their own time and at no expense to the Employer. The Unions agree to utilize their existing training, upgrading, certification and marketing programs to assist employees' in complying with this provision. The Employer will provide overview and oversight to ensure compliance with the various certifications, regulations, laws and codes.

## **ARTICLE 17 WORK STOPPAGES AND LOCKOUTS**

Section 17-1. During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity for any reason by the Unions, their applicable Local Unions or by any employee and there shall be no lockouts by the Employers. Failure of any Union, Local Union or employee to cross any picket line established at the Employer's project site is a violation of this Article.

Section 17-2. The Unions and their applicable Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other



disruptive activity at the Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

Section 17-3. Neither a Union nor its applicable Local Union shall be liable for acts of employees for which it has no responsibility. The International Union General President(s) will immediately instruct, order and use the best efforts of his office to cause the Local Union(s) to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use their best efforts to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of an Employer to exercise its right in any instances shall not be deemed a waiver of its rights in any other instance.

Section 17-4a. The Unions agrees that if any union or any other persons, whether parties to the Agreement or otherwise, engage in any picketing or work stoppage, the Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

Section 17-4b. In the event of any work stoppage, strike, sympathy strike, picketing, interference with the work or other disruptive activity in violation of this Article, the Employer may suspend all or any portion of the project work affected by such activity at the Employer's discretion and without penalty.

Section 17-5. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity affecting the project site during the term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 17-6.

Section 17-6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or Article 13 is alleged, after the Union(s) and/or Local Union(s) have been notified of the fact.

Section 17-6a. The party invoking this procedure shall notify the individual designated by the Associations and the BCTD, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other

effective written means, to the BCTD and the involved International Union President(s) and Local Union(s).

Section 17-6b. Upon receipt of said notice the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

Section 17-6c. The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

Section 17-6d. The sole issue at the hearing shall be whether or not a violation of this Article or Article 13 has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand, electronically or registered mail upon issuance.

Section 17-6e. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 17-6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand, electronically, by delivery to their last known address or by registered mail.

Section 17-6f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

Section 17-6g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

Section 17-6h. If the Arbitrator determines that a violation has occurred in accordance with Section 17-6d above, the party or parties found to be in violation shall pay as liquidated damages \$100,000 for each shift on which the craft has not returned to work. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the owner or the affected Employer. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 17-3 of this Article.

Section 17-7. The procedures contained in Sections 17-6 through 17-6h shall be applicable to alleged violations of this Article and of Article 13. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 12.

## **ARTICLE 18 GENERAL SAVINGS CLAUSE**

Section 18-1. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employers and the Unions shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Section 18-2. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

Section 18-3. If a Union agrees to modify the terms and conditions of this Agreement for a particular project, all Employers covered by this Agreement bidding or working on such project will be entitled to implement such modified terms and conditions on that project.

## **ARTICLE 19 TERM OF THE AGREEMENT**

Section 19-1. This Agreement may be utilized on all projects within the scope of the Agreement which commence after 12:01 a.m., September 1, 2013, and until 12:01 a.m., August 31, 2015, and shall continue in full force and effect from year to year thereafter unless changed or terminated as provided for in Section 19-2 of this Article.

Section 19-2. Either the Associations or the BCTD, desiring to change or terminate this Agreement must notify the other side in writing at least sixty (60) days, but not more than ninety (90) days prior to the anniversary date of this Agreement. If notification is given by either party in accordance with this Section, and the parties have been unable to reach agreement on provisions of a new Agreement prior to such expiration date, the Agreement shall continue to be binding on a day-to-day basis until a new Agreement is established. Either party may treat this Agreement as terminated after the expiration date by giving written notice of such intent to the other party.

Section 19-3. This Agreement shall not be amended or supplemented except by mutual consent of the Associations and the BCTD, reduced to writing and duly signed by each.

Section 19-4. This Agreement shall remain in full force and effect for the duration of any project where work has commenced under the terms of this Agreement or a project was bid and awarded based on the Agreement.

North American Contractors Association

Building and Construction Trades  
Department, AFL-CIO

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President

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President

Associated Maintenance Contractors

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President

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Secretary-Treasurer

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

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General President  
Laborers' International Union of  
North America

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

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General President  
International Union of Operating  
Engineers

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President  
International Union of Bricklayers  
and Allied Craftworkers

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General President  
International Union of Painters  
and Allied Trades

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General President  
United Brotherhood of Carpenters  
& Joiners of America

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International President  
United Union of Roofers,  
Waterproofers and Allied Workers

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General President  
Operative Plasterers' & Cement Masons'  
International Association of the US &  
Canada

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General President  
Sheet Metal Workers International  
Association

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International President  
International Brotherhood of Electrical  
Workers

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General President  
International Brotherhood of  
Teamsters

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General President  
International Union of Elevator Constructors

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General President  
United Association of Journeymen &  
Apprentices of the Plumbing & Pipe  
Fitting Industry of the U.S. and Canada

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