GULF COAST AGREEMENT

- Stand-alone agreement
- Familiar Language
  - Powerhouse Maintenance Agreement (PMA)
  - Industrial Partnering Labor Alliance (IPLA)
  - National Construction Agreement (NCA)
  - General Presidents Project Maintenance Agreement (GPPMA)
- Available off-the-shelf
- BCTD Agreement
  - National and International Unions
  - Local Unions
- Promote efficiency, timely and economical completion of work

- Gain Market Share

- Amendments
  - Negotiated by BCTD and Employer
    - To meet needs of particular project
• Unions sole and exclusive bargaining representatives of craft employees

• Employees under Agreement separate bargaining unit
SCOPE

• Private sector capital improvement, maintenance and repair of industrial, operating and manufacturing facilities in TX, LA, AL, MS, GA, FL and AR

• No history or current use of existing National Agreement(s) with any of the Unions

• May be extended to greenfield projects and other states with BCTD approval
SCOPE (cont.)

• Limited to Employer’s assigned work

• Subcontractors sign Letter of Assent
  • If no qualified and competitive union contractors
    • Employer may use non-union contractors

• Standard exception for National Agreements
  • NTL, Stack/Chimney, Cooling Tower, National Refractory, Instrument Tech, UA Welding, IUEC Agreements
  • LMCC, H2H, grievance, no strike provisions apply
SCOPE (cont.)

• May utilize composite crews

• May transfer existing employees from one project to another

• Name the foremen and require foremen to work with tools
REFERRALS

• Local Union referral procedures apply

• If can’t supply within 48 hours can hire from any source

• Workers hired this way may remain employed
• Must be paid Agreement’s wages and fringes
• Alternatively, may accept referrals from another Union
  • Pay higher wage rate
  • Fringes of referring Union
REFERRALS (cont.)

- “Truth in Referrals”
  - Employer notifies LU of # of workers needed
  - LU has 10 days to advise # of workers able to refer

- Key employees
  - Number to be agreed upon with Unions
  - Must have worked for Employer in past year
  - Fringe benefits paid to home LU or LU under Agreement
    - Employer advises LU at pre-job conference

- Government EEO requirements, special skills exceptions
- Call-by-name allowed if recognized by LU
Apprentices/Subjourneypersons

• Subjourneypersons allowed if recognized by LU

• If LU unable to supply apprentices
  • Employer may hire from any source
    • Wages and fringes to be negotiated

• Ratio of Apprentices/Subjourneypersons
  • Negotiable
  • Subject to federal and state law
  • May not exceed 50% of the craft workforce
WAGES/FRINGES

- Wages and fringes (except defined benefit plan)
  - Per LU cba

- Defined benefit plan contributions
  - Paid only to National Unions’ pension funds
    - Includes Local Union and National funds
    - Up to National funds whether to remit any portion to LU fund
  - If no National fund, contribution rate negotiated, included in Appendix A
    - Plus the LU rate
  - Funds recognized under GPPMA to be paid
  - 10¢/hour to GPPMA LMCC, up to $250,000/project
HOURS OF WORK

• Hours
  • Five 8-hour days or four 10-hour days exclusive of 30-minute lunch

• Overtime (1½)
  • All hours after 10/day, Saturday, Sunday and holidays
    • No overtime until worked mandatory 8 or 10 schedule up to 40 hours
      • Exceptions for FMLA, jury duty, military duty, funeral leave

• Entitled to meal or $12 after 4 hours of unscheduled overtime
• Shift work premium 1.067 times the base rate of pay

• Make-up day: Friday or Monday

• Special shift configurations may be negotiated
HOLIDAYS

- Six recognized non-paid holidays
  - New Year’s Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
  - Mardi Gras Day in LA only

- All work on holidays at 1½ regardless of 40 hour requirement
- Holiday must fall on scheduled work day to be observed
OVERTIME

- 2 hour reporting pay
- Call-ins
  - Prior to and continuous with normal shift
    - Overtime rate
  - Saturday, Sunday, scheduled day off or holidays
    - Not less than 4 hours at the overtime rate
    - No more than one 4 hour guarantee per call-in
GRIEVANCE PROCEDURE

- **Step 1**

- **Step 2**
  - Employer and International Rep.

- **Step 3**
  - GPPMA Joint Labor/Management Grievance Committee

- **Step 4**
  - Standing GPPMA Arbitrator

- **Timeliness**
  - Initial grievance: within 5 calendar days
  - Appeal to next step: 10 calendar days after meeting
  - Time may be extended by mutual agreement
WORK ASSIGNMENTS

• Initial assignments in accordance with Plan criteria
• Once assignments made and individuals employed
  • Employer may use composite or mixed crews
    • Without regard to traditional jurisdictional lines
• Jurisdictional disputes referred to GPs
  • Employer assignment continues until GPs resolve
  • Employer will comply with GPs resolution
GENERAL WORKING CONDITIONS

• No organized breaks
  • Individual breaks at place of work as work schedule permits

• Employees must obtain all required certifications on own time and expense
  • Unions will use training facilities to assist employees
WORK STOPPAGES

• Strikes and Lockouts Prohibited
  • If employee participates not eligible for rehire for at least 90 days
  • Unions agree not to honor picketing

• Claims of violation
  • Expedited arbitration
  • Liquidated damages
    • $100,000/shift paid to owner or affected Employer
NORTH AMERICA’S
BUILDING TRADES UNIONS
Value on Display. Every Day.

TAUC Summer Summit
August 13, 2014