JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article XV, Sections 1 and 2
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. 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 periods, 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
JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article XVI, Sections 1 and 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 Agreement by Contract

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 200___
Date of Decision
JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article XV

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 (3) days on the second and / or third shifts.

Building tradesmen may be added or deducted from each shift as needed.

However, a failure to maintain any shift for three (3) days minimum will require the employer to compensate each employee on the shift which was cancelled under the overtime provisions of the agreement.

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 INTERPRETATIONS COMMITTEE

Reference: Article XIV, Section 2
Subject: Day Work Schedules
Reference: Article XV, Section 1
Subject: Shift Work Conditions
Reference: Article VXII, Section 2
Subject: Reporting Time and Call-ins

Statement Of Policy:
For the purpose of computing overtime, the start of the work day shall be considered as the start of the day work schedule as defined in 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 R. Kaczorowski
Administrator
General Presidents' Project Maintenance Agreement by Contract

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision
Reference: Article VXII, Section 2

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:

[Signatures]

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

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision
Reference: Article VX, Section 1

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 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 Kaszczak, Administrator
General Presidents' Project Maintenance Agreement by Contract

T.J. Reddigton, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision
JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Reference: Article XII, Section 1

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:

[Signatures and dates]

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision
JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Reference: Article XIX

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:

[Signatures]

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

T.J. Reddington, President
Associated Maintenance Contractors.

July 1, 2006
Date of Decision
GENERAL PRESIDENTS’
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article XII, Section 2

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 no 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
General Presidents’ Project Maintenance Agreement by Contract

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision
JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Reference: Article XII, Section 2

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 job sites where the General Presidents' Agreement is in place.

For the Joint Interpretations Committee:

[Signatures]

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

T.J. Redding, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision
GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT

JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #11 (Revised 4/1/09)

Reference: Article IX

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) hour 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, including fringes. 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 Kaczorowski, Administrator
General Presidents' Project Maintenance Agreement by Contract

I. C. Calkins, President
Associated Maintenance Contractors

Date of Decision: 4/1/09
Joint Labor / Management Interpretations Committee

Reference: Article XIX
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:

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

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision
GENERAL PRESIDENTS’
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article III, Section 6

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 Kczorowski, Administrator
General Presidents’ Project Maintenance Agreement by Contract

T.A. Reddington, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision
GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT

JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Bulletin #14

Reference: Article VXI

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
General Presidents’ Project Maintenance Agreement by Contract

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision
GENERAL PRESIDENTS’
PROJECT MAINTENANCE AGREEMENT

NORTH AMERICA’S
BUILDING TRADES UNIONS
Value on Display. Every Day.

JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

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 Kozlowski, Administrator
General Presidents’ Project Maintenance Agreement by Contract

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision
Reference: Article XII, Section 7

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:

William Kaczorowski
Administrator
General Presidents’ Project Maintenance Agreement by Contract

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2006
Date of Decision
Reference: Article II

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
General Presidents' Project Maintenance Agreement by Contract

T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision
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 or the North American Building Trades Unions (NABTU) of the AFL-CIO 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 – WAGES 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 or the NABTU. 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. Additionally, provisions in other agreements that establish similar funds that require additional payments into apprenticeship/training or other funds, should a contractor decline to pay into the similar funds, shall not be recognized 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 make the required contributions to the following International Union or NABTU 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
- Carpenters International Training Fund*
  * Formerly known as United Brotherhood of Carpenters UBC Ed Fund (name changed 7/1/2011)
- International Brotherhood of Electrical Workers, NLMCC
- International Union of Bricklayers IMI**
  ** Added effective June 1, 2007
- Asbestos Workers' Labor Management Cooperative Trust***
  *** Added effective January 1, 2008
- Millwright Industry Trust (only payable on MW hours) ****
  **** Added effective July 1, 2010
Bulletin #18 (5th Revision, May 20, 2015)
(4th Revision, December 14, 2011)
(3rd Revision, July 1, 2010)
(2nd Revision, January 1, 2008)
(Revised June 1, 2007)

Page 3 of 3

- Center for Military Recruitment, Assessment and Veterans' Employment (CMRAVE) Fund****(for the Helmets to Hardhats Program)

*****Effective August 1, 2015, the contribution rate shall increase from $0.01/craft man-hour worked on all new and existing GPPMAs to $0.05/craft man-hour worked. The new contribution rate of $0.05/craft man-hour worked for existing GPPMAs shall commence with the start of the first full payroll period after August 1, 2015.

Contrary to the provisions of the last sentence of the third paragraph of this bulletin, there is no requirement that the CMRAVE Fund be recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project. The contribution form for the CMRAVE Fund will be supplied to the contractor(s) by the NABTU.

For the Joint Interpretations Committee:

Brent Booker, Secretary/Treasurer
North American Building Trades Unions (NABTU)

Ronald G. Weatherred, President
Associated Maintenance Contractors (AMC)

May 20, 2015
Date of Decision
Reference: Article XXIII

Subject: Subcontracting

Statement Of Policy: Contractor wishing to subcontract work must submit as "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 sight 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 & APPROXIMATE NUMBERS OF EACH REQUIRED:

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<td>Teamsters</td>
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Brief Description of Subcontract Work to be Performed and Reason for Subcontracting:

Signature & Title

Date

SEND TO:
William (Giz) P. Kaczorowski, Administrator
Building and Construction Trades Department
815 16th Street, NW, Suite 600
Washington, DC 20006
Fax: (202) 756-4617
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 agreements to appoint trustees and successor trustees to administer the trust funds and thereby 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:

________________________________________
Name of Company

________________________________________
Signature & Title of Officer

Telephone Number
Reference: Article VII, 1st 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 1st 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. Redding, President
Associated Maintenance Contractors

October 4, 2005
Date of Decision
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 1/2) 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 Kszczowywski, Administrator
General Presidents’ Project Maintenance Agreement

T. J. Redington, President
Associated Maintenance Contractors

November 8, 2006
Date of Decision
GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT

NORTH AMERICA'S BUILDING TRADES UNIONS
Value on Display. Every Day.

JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

Reference:  Article XIX

Subject:  First Aid, Safety and Workers Compensation

Statement Of Policy:  The following is added as the seventh (7th) paragraph to Article XIX:

For all Agreements granted June 1, 2007 or after, all parties 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 Kaszorowski, Administrator
General Presidents' Project Maintenance Agreement

T. J. Reddington, President
Associated Maintenance Contractors

June 1, 2007
Date of Decision
JOINT LABOR / MANAGEMENT INTERPRETATIONS COMMITTEE

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 the 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:

[Signatures]

William Kaczorowski
General Presidents’ Project Maintenance Agreement by Contract

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

June 14, 2007
Date of Decision
JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article XII, Wage Rates, Fringe Benefits, and Payday

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

Statement Of Policy:
A question has been raised concerning the applicability of 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:

[Signatures]

March 12, 2008
Date of Decision
Ref: 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 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:

[Signatures]

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

I. J. O'Grady, President
Associated Maintenance Contractors

May 7, 2008
Date of Decision
JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

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 Interpretations Committee:

[Signatures]
William Kaszorowski, Administrator
General Presidents' Project Maintenance

I.J. Cakrane, President
Associated Maintenance Contractors

[Date of Decision] 12/10/08
GENERAL PRESIDENTS’
PROJECT MAINTENANCE AGREEMENT

Reference: Article XIV: Day Work Schedule

Subject: Fatigue Management – Nuclear Power Plants – Optional Work Schedule

Statement Of Policy:

In order to comply with CFR Part 26, Subpart I, Managing Fatigue Compliance for site work in the nuclear industry, the following section is added to Article XIV: Day Work Schedules. This schedule may only be used for nuclear work and is an optional schedule which may be implemented at the discretion of the contractor. It should be noted that other work week schedules may be developed by the contractor and applicable local unions and/or local building trades council. Final approval of such other work week schedules must be granted by the General Presidents’ Committee.

7. 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) hour 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

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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. This seventy-two (72) hour work week option may only be utilized for up to sixty (60) consecutive days. For work days beyond the 60th day, the contractor and applicable local unions will develop a work schedule consistent with the applicable federal regulations and applicable rates of compensation.
In order to clarify and enhance the understanding of Bulletin #27, the "Frequently Asked Questions" attachment hereinafter referred to as "Attachment #1 to Bulletin #27 (Revised 9/22/10)" is made a part of this Bulletin. Attachment #1 to Bulletin #27 (Revised 9/22/10) was developed by a Special Session of AMC Contractors and International Unions signatory to the GPPMA on August 10, 2010 and September 22, 2010.

For the Joint Interpretations Committee:

[Signatures and dates]
Attachment #1 to GPPMA Bulletin #27 (Revised 9/22/10)

Frequently Asked Questions

Developed by a Special Session of AMC Contractors and International Signatory Unions on August 10, 2010 and approved and adopted by the Joint Labor/Management Interpretations Committee on September 22, 2010

1. Does the Bulletin 27 optional work schedule apply to all covered work or any outage project?

Answer: Bulletin 27 can be applied at the Contractor's discretion to any work scope during an outage period to address the needs of a project.

2. Can the projects that come under covered work vary from site to site?

Answer: Yes. It is the plant owner's discretion to assess and determine what is considered covered work with the understanding that such determinations are subject to the regulations of the NRC Fatigue Rules. The determination of what is covered work may vary from site to site based on each plant owner's assessment.

3. Can members of one craft or crew work Bulletin 27 and other members of that same craft or crew work another schedule?

Answer: Yes. Work may be performed with a Bulletin 27 schedule or other GPPMA work schedules during the outage period. There is no requirement that an entire craft or crew must all be on a Bulletin 27 schedule.

4. Must all crews working covered work be on a Bulletin 27 schedule?

Answer: No. The Contractor may schedule work under the standard terms of GPPMA Article XIV or negotiate mutually agreed upon work schedule and shift arrangement with the local Unions.

5. What do you pay an employee whose first day on the job at the start of a Bulletin 27 schedule is the day before their scheduled day off or on the day after their scheduled day off?

Answer: If an employee starts a Bulletin 27 work schedule the day before their scheduled day off, they are paid their hourly rate at time and a half for that day. If an employee starts a Bulletin 27 work schedule the day after their scheduled day off, they are paid their hourly rate at double time for that day. (See Example work week diagram provided in Bulletin 27 document for further illustration.)
6. Does the Bulletin 27 schedule have to start on first day of the pay week?

Answer: No. A Bulletin 27 schedule may start on any day of the work week according to the needs of a project.

7. Can a Bulletin 27 schedule end mid-week?

Answer: Yes. A Bulletin 27 schedule may end in the middle of a work week according to the needs of a project.

8. If a project using Bulletin 27 is delayed or the needs of the project change can the Contractor stop the Bulletin 27 schedule for a period of time and start again when needed?

Answer: Yes. The Contractor may implement the Bulletin 27 at its discretion in consideration of the needs of project scope or schedule.

9. If a craft on Bulletin 27 is asked to work their scheduled day off, what is the rate of pay for the craft on that day?

Answer: The rate of pay for craft working their scheduled day off under a Bulletin 27 schedule will be their hourly rate at straight time.

10. Is Bulletin 27 an option schedule?

Answer: It is not mandatory that the Contractor implement Bulletin 27 under any circumstances. Implementation of a Bulletin 27 schedule is optional to be used at the discretion of the Contractor in consideration of the needs of a project.

11. What does an employee get paid for a holiday worked under Bulletin 27?

Answer: An employee will get paid in accordance with their Bulletin 27 work schedule regardless of whether the work day falls on a holiday. The terms of GPPMA Article XVI do not apply under a Bulletin 27 schedule.
Reference: Article XIX, 2nd paragraph

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 a.m. and 4 p.m.; 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:

[Signatures]

January 18, 2010
Date of Decision
Reference: Article I, Section 1 (2nd Paragraph)

Subject: Intents and Purposes

The General Presidents' Project Maintenance Agreement (GPPMA) Joint Labor/Management Interpretations Committee has received a request to include the "United Association (UA) National Specialty Agreement for the United States of America" (as it applies to welding) in the list of agreements set forth in Article I, Section 1 (2nd paragraph) of the GPPMA. After a review of the UA National Specialty Agreement and extensive deliberations, the GPPMA Joint Labor/Management Interpretations Committee approved its inclusion in the list of agreements. Accordingly, the existing Article I, Section 1 (2nd paragraph) of the GPPMA is deleted in its entirety and replaced with the following.

Statement Of Policy: New – Article I, Section 1 (2nd Paragraph)

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

For the Joint Interpretations Committee:

[Signatures]

May 9, 2012
Date of Decision
Reference: Article XII, Paragraph 7

Subject: Payment of Wages

Statement Of Policy: The Joint Labor/Management Interpretations Committee was requested to review the policy when an employer fails to provide proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks.

The Committee determined that if an employer fails to provide proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks, employees so affected shall be entitled to four (4) hours' straight time pay for each 24-hour period or portion thereof that said employees must wait to receive the proper payment. The employer will not be assessed the above penalty if in the opinion of the Committee, the reason the employer failed to make timely payment was due to circumstances beyond its control. Additionally, errors in time sheets or payroll checks that result in an employee being paid an incorrect amount shall not trigger the penalty provided that the employer pays the employee the correct amount in a timely manner.

For the Joint Labor/Management Interpretations Committee:

Brent Booker, Secretary-Treasurer
Building & Construction Trades
Department, AFL-CIO

Date: 8/14/24

Ronald Weatherred, President
Associated Maintenance Contractors
GENERAL PRESIDENTS’
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR / MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article II, Section 1B
Subject: Management Rights
Reference: Article III, Section 1
Subject: Union Security and Referral

Statement Of Policy: The issue has been raised as to the intent of Article III, Section 1 addressing the requirement for oilers, maintenance engineers, crane apprentices or similar classifications on truck and crawler cranes with a manufacturer’s rating of sixty five (65) ton or over.

Article II, Section 1B and Article III, Section 1, require equal consideration on a comparable basis and represent the “standards or criteria uniformly applied to any maintenance project in the area”. The proper application of such “standards or criteria” would represent the local manning requirements referenced in the applicable IUOE local agreement, consistent with safety, quality and operational considerations.

Therefore oilers, maintenance engineers, crane apprentices or similar classifications are required on truck and crawler cranes with a manufacturer’s rating of sixty five (65) tons or over.

For the Joint Interpretations Committee:

Brent Booker, Secretary/Treasurer
North America’s Building Trades Unions

Ronald G. Weatherred, President
Associated Maintenance Contractors

11-12-14
Date of Decision
GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE

Reference: Article I and Article XII

Subject: Intents and Purposes; and
Wage Rates, Fringe Benefits, and Payday

Question: The question has been raised regarding the need for Pension Trust Funds receiving contributions under this Agreement to qualify for the Construction Industry Exemption under the Employee Retirement Security Act of 1974, as amended.

Statement Of Policy: The General Presidents' Project Maintenance Agreement ("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 the Agreement to qualify for the Construction Industry Exemption, the Employer(s) signatory to this Agreement will not be obligated to hire employees covered by such Fund.

For the Joint Labor/Management Interpretations Committee:

Brent Booker, Secretary-Treasurer
North America's Building Trades Unions

Ronald Weatherred, President
Associated Maintenance Contractors

September 23, 2015
Date of Decision
Reference: Article XII, Sections 7 and 8

Subject: Wage Rates, Fringe Benefits, and Payday

The Joint Labor/Management Interpretations Committee has reviewed the issue of payment of wages on payday via direct deposit and/or debit card.

Statement Of Policy: The Committee has concluded that it shall not be a violation of the GPPMA for an Employer to provide employees payroll earnings exclusively via Electronic Direct Deposit or, in the event the employee does not have a bank account, Electronic Debit Card Deposit, provided the remainder of the provisions of Article XII, Section 7 requirements are maintained. Additionally, all employees will receive a paper earnings statement for all payroll related deposits and, for those employees who receive payroll compensation via a debit card, one transaction per payroll period will be without fee to the employee. Finally, employees terminating employment will receive final payroll compensation in the form of a paper check on their last day of employment subject to the exception in Article XII, Section 8 for employees who quit without giving sufficient notice to the Employer.

For the Joint Labor/Management Interpretations Committee:

Brent Booker, Secretary-Treasurer
North America's Building Trades Unions

Charles Sekinger, President
Associated Maintenance Contractors

2-10-16
Date of Decision
Reference: Article II. Section G

Subject: Management Rights

The Joint Labor/Management Interpretations Committee has reviewed the issue of the proper compensation for employees to complete the electronic Personal History Questionnaire (ePHQ) required by owners on nuclear facilities.

Statement Of Policy:

On nuclear facilities where the owner requires contractor employees to complete an ePHQ the following shall apply:

Applicants who complete the owner directed ePHQ pre-employment requirements and are subsequently hired on the project with a validated ePHQ shall be paid, at a minimum, the following stipend on the first full week's pay check:

A. a stipend equal to two (2) straight time hours of wages and fringes for applicants completing a new or first time ePHQ, or

B. a stipend equal to one (1) straight time hour of wages and fringes for applicants completing an updated or renewed ePHQ.

It is understood that the above compensation only applies to completing the ePHQ and shall not be considered payment for completing any other employment or security forms.

If there is a change in the NRC standards for the content of the ePHQ the Committee reserves the option to cancel or modify this Bulletin. Additionally, the Committee directs the contractors using this Bulletin to request from the owner statistical data on the actual time required to complete the ePHQ.

This Bulletin #34 is subject to review and possible modification in January 2018.

For the Joint Interpretations Committee:

Brent Booker, Secretary-Treasurer
North America's Building Trades Unions

Charles Sekinger, President
Associated Maintenance Contractors

Date of Decision 2-10-16