

TABLE OF CONTENTS

	PAGE
PROJECT MAINTENANCE AGREEMENT	2
COVENANTS.....	2
ARTICLE I: INTENTS AND PURPOSES	3
ARTICLE II: MANAGEMENT RIGHTS	4
ARTICLE III: UNION SECURITY AND REFERRAL.....	6
ARTICLE IV: NONDISCRIMINATION	7
ARTICLE V: SCOPE OF WORK	7
ARTICLE VI: DEFINITIONS (Bulletin 1).....	7
ARTICLE VII: GRIEVANCE PROCEDURE.....	8
ARTICLE VIII: WORK ASSIGNMENTS.....	9
ARTICLE IX: JOBSITE REPRESENTATIVE.....	9
ARTICLE X: CONTRACTOR'S REPRESENTATIVE	10
ARTICLE XI: LOCAL UNION REPRESENTATIVES.....	10
ARTICLE XII: WAGE RATES AND PAYDAY	10
ARTICLE XIII: TWENTY-FOUR (24) HOUR RULE AND MEAL ALLOWANCE.....	12
ARTICLE XIV: DAY WORK SCHEDULES	12
ARTICLE XV: STAGGERED WORKWEEK	13
ARTICLE XVI: TEMPORARY SHIFT WORK CONDITIONS.....	13
ARTICLE XVII: PERMANENT SHIFT WORK CONDITIONS.....	14
ARTICLE XVIII: HOLIDAYS (Bulletin 5)	14
ARTICLE XIX: REPORTING TIME AND CALL-INS	14
ARTICLE XX: TOOL ROOMS	16
ARTICLE XXI: FIRST AID SAFETY AND WORKERS COMPENSATION.....	16
ARTICLE XXII: PROJECT RULES AND REGULATIONS	16
ARTICLE XXIII: PROTECTIVE LEGISLATION.....	17
ARTICLE XXIV: PERIODIC CONFERENCE.....	17
ARTICLE XXV: GENERAL SAVINGS CLAUSE.....	17
ARTICLE XXVI: WORK STOPPAGES.....	17
ARTICLE XXVII: TERMS OF THE AGREEMENT.....	18

{ TC \o1-2 }PROJECT MAINTENANCE AGREEMENT

This Agreement is entered into this day of 2001 by and between (Contractor) located in and those INTERNATIONAL UNIONS OF THE AFL-CIO listed hereinafter (herein referred to as the "Unions") for the purpose of project maintenance, repair and renovation work for the located at (Project) (Location)

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

International Association of Heat and Frost Insulators and Asbestos Workers

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

International Union of Bricklayers and Allied Craftworkers

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers' and Cement Masons' International Association

International Brotherhood of Electrical Workers

International Association of Bridge, Structural and Ornamental Iron Workers

Laborers' International Union of North America

International Union of Operating Engineers

International Brotherhood of Painters and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting

Industry of the United States and Canada

United Union of Roofers, Waterproofers and Allied Workers

Sheet Metal Workers' International Association

International Brotherhood of Teamsters

{ TC \o1-2 } COVENANTS

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

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

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

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

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

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

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

{ TC }ARTICLE I: INTENTS AND PURPOSES

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

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Unions during the terms of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement covers all terms and conditions of employment for work being performed hereunder.

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

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

{ TC }ARTICLE II: MANAGEMENT RIGHTS

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

- A. Plan, direct and control the operation of all his work.
- B. Decide the number of employees required with due consideration to the proper craft classification thereof.
- C. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name that have special skills or have previous maintenance experience.
- D. Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations. This would apply to Contractors having more than one (1) maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.
- E. Determine work methods and procedures.
- F. Determine the need and number of foremen without regard to foremen ratios in local agreements name the foremen and to require foremen to work with their tools when in the Contractor's opinion this is advisable. It is not necessary for each craft to have a foreman. A foreman may act in this capacity for more than one craft. This is not to mean that the Contractor will have inadequate amount of supervision on the job. If one or more foremen are established for a craft one (1) must be designated as a top hourly craft supervisor and shall be guaranteed forty (40) straight-time hours per week and may be required to remain on the job. Overtime hours are not to be used to fulfill the forty- (40) hour guarantee. This is applicable for each shift and each site. Such guarantee shall not apply when the first or commencing week of a job is less than forty (40) hours, or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion.
- G. Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this Agreement.
- H. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely.
- I. Discharge, suspend, or discipline employees for proper cause.
- J. The Contractor may, if he desires, maintain a variety of skills within his group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

K. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor. This is not to be construed under regular operating conditions as a Contractor's prerogative to assign workers out of their regular skill classification.

L. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices. Local Union Business Representatives shall instruct craftsmen dispatched to G.P.A. Projects that terms and conditions in local collective bargaining agreements do not apply.

M. It is understood by the Contractor and agreed to by the Unions, that the employees of this Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.

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

{ TC }ARTICLE III: UNION SECURITY AND REFERRAL

1. The Unions are recognized by the Contractor as a source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria uniformly applied to any maintenance project in the area.

2. Plant maintenance, repair and renovation that the Contractor performs involves operating units that in all cases must be kept running. This situation means that some of the work is of an emergency nature, and therefore, will require at times, the acceptance of extreme fluctuations in the labor demand. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Contractor.

3. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.

4. All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the appropriate Union after the 7th day following the beginning of such employment.

5. Any employee, who, at his/her time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this contract so long as he/she maintains good standing in that Union.

6. The Contractor agrees to be bound by the hiring practices in the local area not inconsistent with the terms of this Agreement. (Bulletin 19)

7. On nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this agreement.

SECTIONS D AND E DO NOT APPLY IN STATES WITH RIGHT TO WORK LAWS

{ TC }ARTICLE IV: NONDISCRIMINATION

The Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or age or disability.

{ TC }ARTICLE V: SCOPE OF WORK

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

The General Presidents' Project Maintenance Agreement by Contract is intended to cover on-going maintenance, repair, renovation and replacement work in plants, industrial facilities, utility installations and other facilities for an initial period of not less than one (1) year. (Bulletin 18).

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

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

{ TC }ARTICLE VI: DEFINITIONS (Bulletin 1)

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

2. The Administration and Interpretation of this article as well as the entire General Presidents' Project Maintenance Agreement by Contract is the responsibility and sole prerogative of the General Presidents' Committee on Contract Maintenance at the National level.

{ TC }ARTICLE VII: GRIEVANCE PROCEDURE

1. All grievances that may arise on any work covered by this Agreement must be filed within five (5) working days after the occurrence of events giving rise to the grievance, and shall be handled in the following manner:

Step I:

Between the aggrieved employee and/or the on-site Representative and the employee's immediate on-site Staff Supervisor. It is understood that the on-site Representative shall have permission to phone the Office of the Administrator of the General Presidents' Maintenance Committee for guidance in any situation that may arise during working hours. On grievances involving disciplinary action against employees or disputes relative to local wages and fringe benefits applicable under this agreement, a representative of the local union shall be included in Step I.

Step II:

Between an International Union Representative, the Local Union Representative and the Labor Relations Manager of the Contractor.

Step III:

1. If the grievance is not satisfactorily settled within five (5) working days after the start of Step II, the information prepared for Step II plus any other supplemental information, facts, or positions developed in Step II shall be submitted in writing to the General Presidents' Committee within five (5) days by either party.

2. The General Presidents' Committee and the Contractors representative shall consider the grievance after receipt from Step II. In the event agreement is not reached within ten (10) days, then either party may appeal within ten (10) days to an impartial arbitrator. However, this step of the grievance procedure may be waived by mutual agreement between both parties and the grievance shall then be immediately referred to arbitration in accordance with Step IV of this Article.

Step IV:

1. Within five (5) days after the grievance has been referred to Step IV the parties shall apply to the United States Mediation and Conciliation Service and/or the American Arbitration Association for the service of an Arbitrator in accordance with established rules of said services. The Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from or alter in any way such provision.

2. In arbitration proceedings, the expenses of the Impartial Arbitrator shall be shared by the aggrieved parties.

3. The findings of the Arbitrator shall be binding on both parties.

{ TC }ARTICLE VIII: WORK ASSIGNMENTS

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

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

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

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

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

{ TC }ARTICLE IX: JOBSITE REPRESENTATIVE

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

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

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

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

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

{ TC }ARTICLE X: CONTRACTOR'S REPRESENTATIVE

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

{ TC }ARTICLE XI: LOCAL UNION REPRESENTATIVES

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

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

{ TC }ARTICLE XII: WAGE RATES AND PAYDAY

1. Wage rates may be established by the General Presidents' Committee in the respective area or locality in which this Agreement is effective and shall be specified in Schedule "A" attached hereto (Bulletins 14 & 15)

2. Fringe benefits as negotiated in local and/or National working agreements shall be paid in addition to wage rates as specified in Schedule "A". Only bona fide fringe benefits which accrue to the direct benefit of the individual craft employee are required. This includes health & welfare funds, annuity, vacation, apprenticeship, training funds, and pension funds. Construction industry promotional funds are not applicable under terms of this Agreement. (Bulletins 2, 3, 8 & 20)

Wage differential for foremen are established by the procedure set forth in the appropriate local union construction agreement and the established differential is then

added to the journeymen maintenance wage rate in the General Presidents' Project Maintenance Agreement.

3. In addition, each Contractor 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 General Presidents' Committee on Contract Maintenance to the Contractor of the amount owed.

The failure of the Contractor to comply with the provisions of this paragraph shall constitute a breach of the Agreement, and any such debt due and owing to the Fund may be recovered by suit, initiated by the Fund or its assignee.

4. For purposes of this Agreement, wage premiums established under local and/or national agreement affecting maintenance, repair or renovation work such as hazard pay, acid pay, high or low work and other similar premiums shall not be applicable to this Agreement. (Bulletins 7 & 14)

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

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

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

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

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

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

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

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

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

Meal Allowance:

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

Meal allowance is only applicable to unscheduled overtime.

{ TC }ARTICLE XIV: DAY WORK SCHEDULES

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

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

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

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

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

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

4. All time before and after the established work day of eight (8) hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and the holidays stated in Article XIX shall be paid for at the rate of double time (Bulletin 10).

{ TC }ARTICLE XV: STAGGERED WORKWEEK

Facilities requiring continuing maintenance on a seven- (7) day basis can be established.

When a seven- (7) day staggered workweek is established, it is understood that the employees shall receive two (2) consecutive days off in lieu of Saturday and Sunday. If the employee works either of these two (2) days, the first regularly scheduled day off he/she shall receive time and one-half his/her regularly established rate; when an employee works his/her second day off, he/she shall receive two times his/her regularly established wage rate. All other overtime payment shall be consistent with the terms of this Agreement. Within the concept of the staggered workweek a second (2nd) shift may be established. Employees working on such second (2nd) shift shall work seven and one half (7-1/2) hours and receive eight (8) hours pay. Employees working on third (3rd) shift shall work seven (7) hours and receive eight- (8) hours pay.

{ TC }ARTICLE XVI: TEMPORARY SHIFT WORK CONDITIONS

1. When so elected by the Contractor, multiple shifts on a temporary basis of at least three- (3) consecutive workday's duration may be worked. When two (2) or three (3) shifts are worked, the first (1st) or day shift shall be established on an eight (8) hour basis, the second (2nd) shift shall be established on a seven and one-half (7-1/2) hour basis, and the third (3rd) shift shall be established on a seven (7) hour basis (Bulletin 13).

Any violation of the temporary shift provisions to circumvent the regular overtime provisions of this Agreement by unnecessary fluctuation of the three (3) consecutive work day provision then all employees on such shifts will be paid at the appropriate overtime rate (Bulletins 4 & 9).

The determination of the start of multiple shifts is the prerogative of the Contractor. If it is necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XIV, Paragraph 1, shall apply and will be considered the beginning of the three (3) consecutive work days (Bulletins 10 & 12).

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

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

{ TC }ARTICLE XVII: PERMANENT SHIFT WORK CONDITIONS

1. A four-cycle shift system will be operated only when the work is considered to be a permanent nature. The names of those workers employed on permanent shifts will be published showing shift rotation and the working shift or days off for each worker for a period of at least three (3) months.

2. The permanent shift rate premium for the afternoon shift will be \$0.25 per hour, and the permanent shift rate premium for the night shift will be \$0.50 per hour.

3. The standard workday shall be eight (8) hours of continuous employment, including lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per work day shall be paid at the applicable overtime rate. If a regularly scheduled day off is worked, the first day shall be paid at the rate of time and one-half and the second scheduled day off worked shall be paid at the rate of double time.

4. The days off for permanent shift workers shall be two (2) consecutive days per week in lieu of Saturday and/or Sunday.

5. When permanent shifts are to be reduced or canceled, the Unions shall be given at least three (3) days notice in writing.

{ TC }ARTICLE XVIII: HOLIDAYS (Bulletin 5)

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

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

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

{ TC }ARTICLE XIX: REPORTING TIME AND CALL□INS

1. Reporting Pay

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

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

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

Reporting pay as defined in this Article shall be paid at the straight time hourly rate. However, when employees report for scheduled work on Saturday, Sunday, or regularly scheduled 6th or 7th days off on a staggered work week schedule, or on holidays and are not given the opportunity to work because none is available, they shall be paid two (2) hours pay at the appropriate overtime rate, (i.e., time and one-half (1-1/2x) for Saturdays and double time (2x) for Sundays and holidays, for staggered work schedules, time and one-half (1-1/2x) for 6th days and double time (2x) for 7th days.)

Scheduled work occurs when employees are notified during their last regularly scheduled work day that they are scheduled to work on Saturday, Sunday or their regularly scheduled day(s) off on a staggered work week schedule.

2. Call-Ins

A. Call-in shall be defined as notification to report for work by whatever means to an employee for work outside of his/her regular shift or regularly scheduled day off or holiday (Bulletin 10).

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

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

(b) When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than four (4) hours at the applicable overtime rate for that day except when his/her call-in is prior to and continuous with his/her normal work hours (Bulletin 11).

(c) If there is an overlapping of a worker's time from the fifth (5th) day to the sixth (6th) day, the sixth (6th) day to the seventh (7th) day or holidays as a result of a Call-in from one day to the next, the employee shall be paid under the four (4) hour plan as outlined in the subsection (b) above at the applicable overtime rate, but at no time will he/she receive the four (4) hour guarantee more than once for any one Call-in.

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

{ TC }ARTICLE XX: TOOL ROOMS

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

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

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

{ TC }ARTICLE XXI: FIRST AID SAFETY AND WORKERS COMPENSATION

The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant. (Bulletins 6 & 16)

The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any owner mandated substance abuse program.

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

{ TC }ARTICLE XXII: PROJECT RULES AND REGULATIONS

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

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

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

{ TC }ARTICLE XXIII: PROTECTIVE LEGISLATION

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

{ TC }ARTICLE XXIV: PERIODIC CONFERENCE

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

{ TC }ARTICLE XXV: GENERAL SAVINGS CLAUSE

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

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

{ TC }ARTICLE XXVI: WORK STOPPAGES

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

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

(a) If the Contractor contends that any Union has violated this Section, it will notify immediately the General President(s) of the Union(s)

involved advising of that fact. The President(s) will then immediately instruct the Local Union(s) to cease any violation of this Section and advise the Contractor and Committee Chairman of action taken.

(b) After twenty-four (24) hours from the above mentioned notice, if for any reason corrective action has not taken effect, the Contractor shall notify the Chairman of the Committee who will immediately institute any necessary further action. In the event that said further action on the part of the Chairman becomes necessary, it is understood that the General President(s) involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.

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

{ TC }ARTICLE XXVII: TERMS OF THE AGREEMENT

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

Signed this day of, 20

FOR THE COMPANY:

Name and Title

Name of Contractor

FOR THE UNIONS:

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

General President
Laborers' International Union of
North America

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

General President
International Union of Operating
Engineers

President
International Union of Bricklayers and
Allied Craftworkers

General President
United Brotherhood of Carpenters &
Joiners of America

General President
Operative Plasterers' & Cement Masons'
International Association

International President
International Brotherhood of Electrical
Workers

General President
International Brotherhood of Teamsters

General President
International Brotherhood of
Painters and Allied Trades

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

International President
United Union of Roofers,
Waterproofers and Allied
Workers

General President
Sheet Metal Workers' International
Association

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