



# GPPMA Presentation

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# General Presidents' Agreement (GPA)

- Stand alone agreement
- Consists of 14 International Unions
- Continuous plant maintenance, repair and renovations
- Industrial, power generating and some government
- Uniform interpretations and application
- Establish wages, hours and working conditions
- No strikes by Unions
- No lockouts by employers



# Contractors

- Local and National Contractors are eligible to utilize the agreement



# How do Contractors Apply?

- Must complete an application for utilization online at [agreements.nabtu.org](https://agreements.nabtu.org)
- Standard information form to be reviewed by the GPC. Approval is based on a weighted vote of the Committee.



# Term or Duration

- GPA remains in effect as long as contractor performs continuous maintenance work

OR

- GPC agrees to terminate



# Craft Workers

- Contractor is bound to hire each craft whose skills are required to cover work assigned by owner



# Hiring Procedures

- Contractor must adhere to local hiring practices in the collective bargaining agreement



# Article I - Intents and Purposes

- Covers rates of pay, hours of work and conditions of employment
- Amendments may be added by majority vote of the General Presidents' Committee
- Stand alone agreement- National Agreement
  - Excluded National Agreements
    - NTD Articles of Agreement
    - National Stack / Chimney Agreement
    - National Cooling Tower Agreement
    - National Refractory Agreement
    - National Agreement of the International Union of Elevator Constructors
    - UA/ IBEW Joint National Industrial Agreement for Instrument and Control Systems Technologies



# Article II- Management Rights

- Contractor has complete authority and right to:
  - a) Plan, direct and control his operation
  - b) Decide number of employees
  - c) Hire and layoff employees
  - d) Transfer employees with special skills (only applies if contractor has another GPPMA in same geographical jurisdiction as local union)
  - e) Determine work methods and procedures
  - f) Determine number of foreman- may direct more than one craft. Only one top hourly foreman per craft & job site rep receives guaranteed 40 hours pay.
  - g) Require employees to observe owner's rules
  - h) Require employees to observe owner's safety regulations



# Article II- Management Rights (continued)

- i) Discharge, suspend or discipline employees for proper cause
- j) Maintain a variety of skills within his group to perform any type of work
- k) Employees will cooperate with and follow directions of the owner representatives as required by the contractor
- l) The contractor and unions recognize the necessity for eliminating restrictions and promoting efficiency to keep the facility operating at all times
- m) Contractors will perform work requested by the owner without interference with plant personnel
- n) Questions are referred to the General Presidents' Committee



# Article III- Union Security and Referral

- 1) Unions are sole source for manpower
- 2) Unions will make every effort to supply workers to the project, realizing the extreme fluctuations in labor demands
- 3) 48 Hour Rule- After forty-eight (48) hours contractor may solicit workers from another source after notifying the union, emergencies excluded
- 4) All employers hired after seven (7) days will remain members in good standing (does not apply in Right to Work states)
- 5) Same as above
- 6) Contractor agrees to local hiring procedure
- 7) On nuclear facilities the employee is probationary until they meet the owner's security provisions



# Article IV- Non-Discrimination

- Contractor cannot discriminate because of race, creed, color, sex, national origin, age or disability



# Article V- Scope of Work

- 1) Covers work assigned by the owner for at least one (1) year
- 2) Does not cover new work (Green Field)
- 3) The owner may perform or directly subcontract or purchase any part or parts of the work



# Article VI- Definitions

- 1) Maintenance is repair, renovation, replacement and upkeep of property, machinery and equipment
- 2) Administration and interpretations are the sole prerogative of the General Presidents' Committee



# Article VII- Grievance Procedure

a) All grievances must be filed within five (5) working days of the occurrence

Step 1: Meeting between jobsite representatives and on-site staff representative- if disciplinary or related to local wages and fringe benefits, a local union representative will be included

Step 2: Meeting between employer & business representative of local union

Step 3: Meeting between International Union Representative, and the Labor Relations Manager of the Contractor

Step 4: The written grievance shall be submitted to the Joint Labor/ Management GPPMA Grievance Committee for a resolution: A decision will be final and binding

Step 5: Failure to reach a decision by the Joint L/M Committee, the moving party shall submit to the GPPMA standing arbitrator within 30 days.

Arbitrator has 20 (calendar) days to issue a decision. The cost will be borne equally and paid to the L/M Trust.



# Article VIII- Work Assignments

- 1) Both sides agree that jurisdictional disputes cannot interfere with the owner's operations
- 2) Project maintenance conditions do not always justify adherence to craft lines. Periodic review shall be made to adjust assignments as appropriate. All International Unions agree to assign a representative without delay and attempt to resolve the assignment. The contractor agrees to abide by the agreement reached between international representatives. If an agreement is not reached, a joint statement of facts can be submitted to the GPC for assistance.



# Article IX- Jobsite Representative

- The administrator shall designate one union jobsite representative for each project. He will be the designated representative for the General Presidents' Committee.
- Will be allowed a reasonable amount of time to conduct union activities and shall have access to a telephone.
- Will receive foremen's pay and guaranteed forty (40) hours per week.
- Will be last laid off from his/her craft provided he/she is qualified to perform the work.
- If he/she fails to provide leadership and promote harmonious relationships, the administrator may designate a replacement.



# Article X- Contractor's Representative

- Contractor shall designate a contractor representative who shall cooperate with the union jobsite representative



## Article XI- Local Union Representatives

- Each union shall designate one official as it's representative and notify the contractor



# Article XII- Wage Rates and Payday

- 1) Wage rates are established by the GPC
- 2) Only bona fide fringe benefits which accrue to the direct benefit of the employee will be paid (health & welfare annuity, vacation, apprenticeship, training & pension). Foreman wages as per local agreement.
- 3) Each contractor shall contribute to the GPPMA Labor/ Management Trust Fund. The amount contributed shall be determined by fund trustees. \$5000 for holder of the agreement, \$2500 for subcontractors.
- 4) No wage premiums, travel or subsistence



# Article XII- Wage Rates and Payday (continued)

- 5) No wage modifications until local CBA is ratified
- 6) Pre job meeting
- 7) Wages will be paid weekly
- 8) Lay off is pay off
- 9) Apprenticeship standards established by the Joint Apprenticeship Training Committee
- 10) No requirement to post a bond for fringe benefits unless required by the trust document of the individual fund.



## Article XIII- Twenty-four (24) Hour Rule and Meal Allowance

- All time before and after the regularly scheduled shift or on the sixth day will be paid 1 ½ times straight hourly pay
- 7<sup>th</sup> day and holidays will be double time
- When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regular shift, the contractor will provide the hot meal or pay \$12.00.



# Article XIV- Day Work Schedule

- 1) Eight (8) hours a day between 7:00am & 5:00pm 40 hours a week.
- 2) May allow staggered starting times and lunch time if mutually agreed or the contractor may apply to GPC for approval
- 3) May “eat on the fly” but will be compensated if the lunch is scheduled more than one (1) hour prior or more than one (1) hour beyond the regular lunch period, he shall be paid for lunch at the premium rate.
- 4) All time before the eight (8) hour week day will be at 1 ½ times Monday through Friday, Saturday 1 ½ times, Sunday & holidays 2 times.
- 5) Optional four day work week 10 hour shifts- with make-up and without make-up. Option #1 or Option #2

Contractors must apply in writing for permission to use 4 – 10s to the administrator.

- 6) Ingress at the start of the shift on the employee’s time, egress at the end of shift on the employer’s time.



# Article XV- Temporary Shift Work Conditions

1) Must last at least three (3) days

Shift work 8, 7 ½, 7 paid for 8 hours

2) No shift premiums for 2<sup>nd</sup> and 3<sup>rd</sup> shift

No requirements that an individual craft work 3 full days.



# Article XVI- Holidays

## 1) Seven (7) standard holidays

New Year's Day

President's Day (floating)

Memorial Day

July 4<sup>th</sup>

Labor Day

Thanksgiving Day

Christmas Day

## 2) If holiday falls on Sunday- Monday, observed. If holiday falls on Saturday- Friday, observed.



# Article XVII- Reporting Time and Call-Ins

- 1) If employee reports to work but no work is provided, the employee shall receive 2 hours pay- if employee starts work he/she shall be paid a minimum of 4 hours.
- 2) Call-in- outside normal shift
  - a) Prior to normal shift will be overtime
  - b) Employees will be required to work necessary time guaranteed by the contractor- if employee leaves without approval of the contractor the 4 hour minimum shall not apply



# Article XVII- Tool Rooms

- Owner may maintain and operate own tool room
- If contractor establishes tool rooms, they will be manned under terms of the GPA



# Article XIX- First Aid, Safety and Workers Compensation

- Employees are bound by terms of owner's safety rules and regulations
- Employees agree to comply with any owner mandated substance abuse policy
- Employers and unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers compensation claims



## **Article XX- Project Rules and Regulations**

- 1) Reasonable project rules shall be distributed to new employees
- 2) Rules must be consistent with GPPMA
- 3) Violations are just cause for disciplinary action



# Article XXI- Protective Legislation

- All employees are protected by all existing federal, state and local laws



# Article XXII- Periodic Conference

- By mutual request of the parties (Tripartite Meetings)



# Article XXIII- Subcontracting

- A contractor must submit an online “request to subcontract form” to the administrator for approval. All subcontractors must sign a “letter of assent” and pay subcontracting fee prior to starting work.



# Article XXIV- Helmets to Hardhats

- Employers and unions recognize the Helmets to Hardhats program for Veterans interested in construction careers.



# Article XXV- General Savings Clause

- If one or more articles violate federal, state or local ordinances, they will be declared null and void, but the remainder of the agreement will stand.



# Article XXVI- Work Stoppages

- 1) No strikes, work stoppages, picketing or slowdowns by unions- no lock outs by the contractor
- 2) Procedures
  - a) Contractor notifies the General President of the Union. President will instruct local union to cease violation
  - b) If not resolved within 24 hours, contractor will notify the chairman who will contact the involved General President and seek his full cooperation to institute any action to protect the project



# Article XXV- Terms of the Agreement

- At least one (1) year duration