

LIMA PROJECT AGREEMENT

FOR

MAINTENANCE AND/OR  
CONSTRUCTION

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of June, 2000 by and among Jacobs Constructors, Inc., Tilton Corporation, RMF Industrial Contracting, and Gem Industrial, Inc. on their behalf and on behalf of all contractors and subcontractors who become signatory hereto, (hereinafter referred to as the “Employers” or Individually as the “Employer”) working under the **LIMA PROJECT AGREEMENT FOR MAINTENANCE AND/OR, CONSTRUCTION** (hereinafter referred to as “Project Agreement”) at the BP/Amoco Chemicals, Lima, Ohio Chemical Plant (hereinafter referred to as the “Owner”); and the Lima Building and Construction Trades Council and each of its affiliated Local Unions and other participating Unions who become signatory hereto, (hereinafter collectively referred to as the “Unions” or individually as the “Union”).

## **Article I Purpose**

The purpose of this Project Agreement is to set out uniform conditions for the pursuit of the construction/maintenance/renovation work as defined herein and maintain harmonious relations between all parties to this Project Agreement~ to secure optimum productivity and to eliminate strikes, lockouts or delays in the performance of work undertaken by an Employer.

## **Article II Scope Of Agreement**

**Section A:** This Project Agreement shall apply to that work assigned by the Owner to the Employer at the Owner’s plant and/or facilities and performed by the employees of contractors and subcontractors covered by this a Project Agreement. All eligible work at the Owner’s plant and/or facilities under this Project Agreement will be performed by union contractors. Eligible work is defined as all work not performed under Appendix “C” or assigned to the Owner’s personnel. The Owner shall have the right to assign any work to its employees.

**Section B:** All work within the scope of this Project Agreement except for the specialty work set forth on Appendix “C,” shall be performed by contractors and/or subcontractors that are signatory to a current local collective bargaining agreement with the appropriate Union. All contractors and/or subcontractors awarded work within the scope of this Project Agreement, except those performing the specialty work set forth in Appendix “C,” shall become signatory to this Project Agreement, by signing a Letter of Assent in the form attached as Appendix “A,” and current applicable local collective bargaining agreement(s) before beginning any work within the scope of this Project Agreement. All contractors and/or subcontractors performing specialty work shall become signatory to this Project Agreement by signing a Letter of Assent in the form attached as Appendix “B” and the performance of specialty work covered by the applicable Articles of this Project Agreement and the terms and conditions set forth on Appendix “C. The Owner’s existing contracts with non~signat0ry contractors will be grandfathered through existing contract’s date of expiration.

**Section C:** The working conditions and hours of employment herein provided have been

negotiated by the Union exclusively with representatives of the Employer.

**Section D:** At the request of a plant Owner and by consent of Unions, this Project Agreement may be extended to any plant and/or facilities within the geographical territory covered by the Unions signatory to this Project Agreement.

**Section E:** The Unions agree that the Employer shall have the prerogative to perform work at the Owner's plant and/or facilities under this Project Agreement of any other Building and Construction Trades agreement.

### **Article III Recognition and Union Security**

**Section A:** The Employer recognizes the Union as the sole and exclusive bargaining representative for all its employees performing work within the scope of this Project Agreement. The Union recognizes the Employer as the sole and exclusive bargaining representative for the work within the scope of this Project Agreement.

**Section B:** All employees covered by this Agreement now in the employ of an Employer shall remain members in good standing in the appropriate Union during the term of this Agreement, and all workers hereinafter employed by an Employer, shall become members of the appropriate Union seven (7) days after the date of their employment and shall remain members of the appropriate Union in good standing during the term of this Agreement.

**Section C:** Employers of employees performing the specialty work set forth in Appendix "C" may be excluded from the requirement that all employees become Union members, however, all employees not becoming Union members shall be paid the Union's distribution of the wage/fringe benefit rates set forth in Article XIII for straight-time base hourly wages and all such employees may be charged service fee to the appropriate Union for the duration of the work under the Project Agreement for representation under this Project Agreement.

**Section D:** 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 Project Agreement so long as he/she maintains good standing in that Union.

### **Article IV Referral**

**Section A:** Each Employer agrees to be bound by the hiring practices set forth in the applicable local collective bargaining agreements.

**Section B:** A Union shall not knowingly refer employees currently employed by an Employer at the Owner's facility to other employment at the Owner's facility.

**Section C:** In the event a referral facility maintained by a Union does not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer, emergencies exempted, the Employer may employ applicants from any source.

**Section D:** Journeymen shall be duly qualified; have the necessary skills; and be fully capable of performing the work for which they were hired.

## **Article V Relationship with Owner**

Notwithstanding anything stated elsewhere herein, it is understood and agreed that this Project Agreement does not establish:

1. any Employer-employee relationship between the Owner and Union and any person represented by the Union;
2. any rights of any Employer against the Owner (the entire contract between any Employer and the Owner shall be contained outside this Project Agreement).

## **Article VI Management Rights**

Each Employer is responsible to perform work required by the Owner. The Employer has complete authority for the management of the work forces for all work performed under this Project Agreement. This authority includes but is not limited to:

- i. Plan, direct and control the operation of all work.
2. Decide the number and classification of employees and crew sizes required for the work.
3. Determine the number of and to name the foremen.
4. Request employees with special skills and/or qualifications (i.e., prior training).
5. Require all employees to observe the Employer's and/or Owner's Job Rules, Security and Safety Regulations not inconsistent with this Project Agreement. These Job Rules and Regulations shall be read, understood and acknowledged by each employee's signature at the time of employment.
6. Discharge or discipline employees for proper cause.
7. Assign and schedule work at its sole discretion and determine when overtime will be worked and by whom. Employer will attempt to equalize overtime among employees whenever practical.

8. Utilize any work methods, procedures, or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source of manufacture or designation.
9. The Union understands the importance of keeping operating equipment and Owner's facilities running at all times. The Union understands that the loss of production and cost of repairs together create a great loss to the Owner. Therefore, the Union will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Employer and the Union 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 an employee shall perform. The Employers and the Union agree that project maintenance conditions do not always justify adherence to craft lines, which in itself does not establish a precedence or change the appropriate jurisdiction of the crafts involved. All of the Employer's employees shall accept and perform to the best of his/her ability all work assigned by the Employer. It is understood that all employees shall work together harmoniously as a group as directed by the Employer with the flexibility to get the job done. Periodic review of the work assignments may be made by the Joint Administrative Committee for the purpose of adjusting such work assignments as appropriate to take care of changing needs.
10. All parties agree to the maximum feasible utilization of sub-journeymen within the jurisdiction of a craft, provided such classification exists in the applicable local collective bargaining agreement of that craft and in accordance with the provisions of said local collective bargaining agreement. The Union will, when requested by a contractor or subcontractor, endeavor to furnish apprentices/sub journeymen in the ratio contained in the applicable local collective bargaining agreement(s). In the event a Union is unable to furnish apprentices/sub journeymen in a number sufficient to fulfill the ratio contained in the applicable local collective bargaining agreement, the Union will be required to fill such positions and employees filling such positions will be paid eighty-five percent (85%) of the straight-time base wage for journeymen and will receive all fringe benefits as set forth in Article XIII.
11. Under the Lima Project Agreement, the Owner and the Employer have a right to have a qualified and productive work force at all times. In the event an issue regarding productivity arises, the affected craft will meet with the Employer and Owner to take immediate action to correct the problem. In the event the productivity issue is not resolved to the Owner's satisfaction, the Owner shall take action to correct, including but not limited to, the assignment of the work to other parties, until such time the productivity issue is resolved to the Owner's satisfaction.
12. The Unions shall fund and establish Safety Training Programs that satisfies federal, state, and local regulatory requirements. Compliance with this Safety Training Program shall be a condition of employment for each of the Employer's employees. It

is understood that during shutdowns and peak manpower requirements the Employers shall waive the requirement that employees comply with the Union provided Safety Training Program prior to employment. In the event that the pre-employment safety training is waived, the Employer shall provide the required safety training at the Employer's expense."

## **Article VII Work Rules**

1. Security procedures for control of tools, equipment and materials are solely the responsibility of the Employers.
2. The Employer(s), Union(s) shall be bound by the Drug/Alcohol Policy which is attached hereto as Appendix "0" and is incorporated by reference as if fully rewritten herein. Persons failing to comply with the terms and conditions of the Drug/Alcohol Policy shall not be paid for any reasonable time spent waiting for testing results."
3. Slowdowns, standby crews and father bedding practices are prohibited.
4. All foremen will remain with their crews and supervise such crews in the performance of their duties. Foremen will not absent themselves from the area where their crews are working unless their presence is required elsewhere as directed by their respective Employer.
5. Employees shall be at their reporting location at starting time and quitting time. The reporting location will be designated by an Employer. All employees do not necessarily start and quit at the same location. Employees will not travel from their reporting location to the checkout point on an Employer's time providing the distance is reasonable and normal.
6. Chronic or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be given written warning and identified by an Employer to the appropriate Union and/or referral facility. The Union shall be provided with a copy of any such written notice(s). Any employee terminated for proven chronic or unexcused absenteeism may not be eligible for rehire on the project for a period of no less than ninety (90) days.
7. Employees may be permitted to have personal liquid containers for nonalcoholic beverages at designated areas adjacent to their work place.
8. Any employee discharged for just cause and who is not reinstated pursuant to the grievance procedure set forth in Article X will not be eligible for rehire on the project for a period of no less than ninety (90) days. Any employee discharged for proven violation of a safety rule and who is not reinstated pursuant to the grievance procedure set forth in Article X will not be eligible for rehire at any time in the future.

## **Article VIII Pre-Job Conference**

**Section A:** After an award of work within the scope of this Project Agreement but before the commencement of such work, all contractors will hold a pre-job conference. Notification of the pre-job conference will be given to the President of the Lima Building and Construction Trades Council at least five (5) days before the pre-job conference, emergencies excepted. Such pre-job conference may be conducted as part of the monthly Joint Administrative Committee meeting.

## **Article IX No Strikes - No Lockouts**

**Section A:** There shall be no strike, picketing, work stoppages or slowdowns of any kind, for any reason, against the Employer in connection with any work within the scope of this Project Agreement during the effective dates of this Project Agreement. An Employer may discontinue any and all work performed by any other individual Union and/or take other action(s) if such work is impaired due to the absence of members of the striking Union. However, upon twenty-four (24) hour written notice given to an Employer and the Owner, a Union shall have the right to withdraw its members from the project if any amounts owed to its members as wages are not paid when due or if any amounts owed as fringe benefits remain unpaid after written notice to the Employer.

**Section B:** The Union(s) shall not sanction, aid, abet, encourage, or continue any strikes, picketing, work stoppages or slowdowns of any kind, for any reason, against an Employer in connection with any work within the scope of this Project Agreement during the effective dates of this Project Agreement and shall undertake all reasonable means to prevent or terminate any such activity. No employee shall engage in activity(ies) which violate this Article. Any employee who participates in or encourages any activity(ies) in violation of this Article shall be subject to disciplinary action, including discharge, and, if justifiably discharged for this reason, shall not be eligible for rehire on the project for a period of not less than ninety (90) days. Any employee discharged for just cause for committing acts of violence or making physical threats against individuals, the Owner, or the Owner's property and who is not reinstated pursuant to the grievance procedure set forth in Article X will not be eligible for rehire at the Owner's Chemical Plant and/or Refinery in Lima, Ohio. In addition to the foregoing, the Employer and/or Owner may treat any action that interferes with the performance of work within the scope of this Project Agreement's a breach of this Article and request immediate arbitration.

**Section C:** The Union(s) shall not be liable for the acts of employees for which it has no responsibility. The Business Manager and/or Business Representative(s) for the Union(s) will immediately instruct, order, and use their best efforts to cause the ceasing of any violations of this Article. A Union complying with this obligation shall not be liable for any unauthorized acts of its members.

**Section D:** There shall be no lockout or threats thereof by any Employer except as provided in Section A above.

**Section E:** In lieu of, or in addition to any other action at law or equity any party to this Agreement may institute to remedy an alleged breach of this Article or Article XI, a party may institute the following procedure(s) after notification of the fact to the Union(s) or Employer(s) alleged to have breached this Article or Article XI:

1. The party invoking this procedure shall notify \_\_\_\_\_, who the parties agree shall be the permanent Arbitrator under this procedure and shall notify the Owner and the party or parties against whom such arbitration is being initiated in writing by the most expeditious method available. In the event the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be the most expeditious means available, with notice by telegram to the party alleged to be in violation and the involved signatory local Union.
2. Upon receipt of said notice, the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
3. The Arbitrator shall notify the involved parties by telegram of the place and time chosen for the hearing. Said hearing shall be completed in one (1) session. A failure of a party or parties to attend said hearing shall not delay the hearing of evidence or issuance of a Decision and Award by the Arbitrator.
4. The sole issue at the hearing shall be whether or not a violation of this Article or Article XI has in fact occurred. The award shall be issued in writing within three (3) hours after the close of the hearing. The Arbitrator may order cessation for any violation of this Article, and such Award shall be served on all parties by hand or certified mail upon issuance.
5. Such Award shall be final and binding and may be enforced by any court of competent jurisdiction. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In any proceeding to obtain a temporary order enforcing this Arbitrator's Award, all parties waive the right to a hearing and agree that such proceeding may be ex parte. Such agreement does not waive any party's right to notice of and the right to participate in a hearing for a final order of enforcement. Any Court Order enforcing the Arbitrator's Award shall be served upon all parties by hand or by delivery to their last known address by certified mail, return receipt requested.
6. Any rights created by signature or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the party or parties to whom they accrue.
7. The fees and expenses of the Arbitrator shall be borne by the party or parties found to be in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party or parties.
8. If the Arbitrator determines that a work stoppage has occurred in accordance with



paragraph 4 above, the Union(s) shall as soon and as promptly as possible after its receipt of the Award, direct all of the employees it represents on the project to immediately return to work. If the employees involved do not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the involved Union(s) have not complied with Sections C and F of this Article, then and only then, the involved Union(s) shall pay as liquidated damages the sum of ten thousand dollars (\$10,000.00) to the affected Owner, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the employees have not returned to work. The arbitrator shall retain jurisdiction to determine compliance with this paragraph and Section of this Article. Within two (2) hours after receipt of notice that the Union(s) have been assessed liquidated damages pursuant to this paragraph, the Employer may, at the Owner's direction, proceed to replace any and/or employees that have not returned to work.

9. If the Arbitrator determines that a lockout has occurred in accordance with paragraph 4 above, the involved Employer(s) shall, within eight (8) hours of its receipt of the Award, direct all of its employees on the project to immediately return to work. If the Employer(s) involved does (do) not return its (their) employees to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, then the involved Employer(s) shall pay as liquidated damages the sum of ten thousand dollars (\$10,000.00) to the affected Owner, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the employees have not been returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this paragraph.

10. The procedures contained in this Section shall be applicable to alleged violations of this Article and Article XI, Section A. Any other dispute or difference arising under and/or involving the meaning or application of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under Article X (Grievance Procedure).

**Section F:** If any individual, Union, or group of employees engages in picketing or any work stoppage on the job in violation of this Article, all other Unions and employees shall consider such picketing or work stoppages as an unauthorized strike and will refuse to honor any picket line established. Any employee refusing to report for work may be discharged for just cause.

**Section G:** Nothing in this Project Agreement shall be construed to limit or restrict the right of any of the parties to this Project Agreement to pursue fully any and all remedies available under the law in the event of a violation of Article IX.

## **Article X Grievance Procedure**

**Section A:** It is the intent of this Article to resolve grievances in an expeditious and fair manner with no strikes, picketing, work stoppages, or slow downs of any kind; and, it is specifically agreed that in the event any disputes arise out of interpretation or application of this Project Agreement, excluding questions of jurisdiction or work, the same shall be settled by

means of the procedure set forth herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) working days after knowledge of the alleged violation was committed.

Under no circumstance will a jurisdictional dispute or issue be considered the basis for a grievance. Article XI contains the only remedy available for dealing with such jurisdictional disputes.

**Section B:** All grievances will be settled according to the following procedures:

**Step 1:** Within five (5) working days after the occurrence of any dispute or difference arising out of the meaning, interpretation or application of this Agreement, the dispute or difference shall be taken up among the Steward for the Union that is involved and the Superintendent for the involved Employer and/or the Employer's representative at the project site.

**Step 2:** If no settlement has been reached between the parties at Step I within five (5) working days after being taken up, the matter shall be reduced to writing and the dispute shall be referred to the Business Representative of the Union involved or his designated representative and the Labor Relations Representative for the involved Employer or his designated representative. The Labor Relations Representative for the Employer or his designated representative or the Union, whichever is applicable, shall submit an answer within five (5) working days after the meeting.

**Step 3:** If the dispute is not settled at Step 2, it shall be referred in writing, within ten (10) working days to the Joint Administrative Committee. The Joint Administrative Committee shall be composed of six (6) members. Three (3) individuals shall be appointed by the Employer(s) and three (3) individuals shall be appointed by the President of the Lima Building and Construction Trades Council. No individual may serve on the Joint Administrative Committee in the event he/she is employed by an Employer or Union that has filed a grievance or is the subject of the grievance. In such event, the individual employed by an Employer or Union that has filed a grievance or is the subject of the grievance shall be disqualified from the hearing and/or deciding that grievance and another individual shall be appointed in his/her place to hear and decide that grievance by the party originally appointing the disqualified individual.

The Joint Administrative Committee shall be empowered to hear and decide all disputes and/or differences arising out of the meaning, interpretation, or application of this Agreement, but shall not be empowered to hear and/or decide jurisdictional disputes.

Upon referral of a dispute to the Joint Administrative Committee, the Joint Administrative Committee shall, within ten (10) working days, schedule and hold a hearing on the dispute. The Union and the Employer involved in the dispute shall be given notice of the time, place, and date of the hearing.

Within five (5) working days after the hearing, the Joint Administrative Committee shall render a written decision. A majority decision of the Joint Administrative Committee shall be final and

binding upon all parties. Any expenses of the Joint Administrative Committee shall be borne equally by the Employer and the involved Union.

**Step 4:** If the dispute is not settled at Step 3, it may be referred in writing, within ten (10) working days to arbitration. Within five (5) working days after the notice submitting the dispute to arbitration has been served, the Employer that is involved and the Union that is involved shall attempt to agree on an Arbitrator. If no agreement is reached, the parties shall immediately request a panel of seven (7) arbitrators, who are members of the National Academy of Arbitrators, from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall use the alternate strike method to select an Arbitrator to hear and decide the dispute. No individual may be appointed to serve as an Arbitrator in the event he/she is employed by an Employer or Union that has filed a grievance or is the subject of the grievance.

The decision of the Arbitrator shall be final and binding upon all parties. Any fees and expenses of the Arbitrator shall be borne equally by the involved Employer and the involved Union.

## **Article XI Jurisdiction**

There will be no strike, no work stoppages or slowdowns or other interference with the work because of jurisdictional disputes.

**Section A:** Work shall be assigned by the Employer in accordance with valid agreement between the International Craft Unions and jurisdictional disputes will be settled in accordance with the procedural rules established in Plan for the Settlement of Jurisdictional Disputes. The Employer's assignments shall be followed until the dispute is resolved in accordance with this Section.

**Section B:** Work Assignments: Project maintenance conditions do not always justify adherence to craft lines, which in itself does not establish a precedence or change the appropriate jurisdiction of the crafts involved. All of the Employer's employees shall accept and perform to the best of his/her ability all work assigned by the Employer. It is understood that all employees shall work together harmoniously as a group as directed by the Employer with the flexibility to get the job done.

**Section C:** Periodic review of the work assignments shall be made by the Joint Administrative Committee for the purpose of adjusting such work assignments as appropriate to take care of changing needs. The Joint Administrative Committee shall be empowered to hear and decide all disputes and/or differences arising out of the Employer's work assignments under this Project Agreement. The decision of the Joint Administrative Committee shall be final and binding on the parties. Such work assignment reviews may be conducted as part of the monthly Joint Administrative Committee meeting.

## **Article XII Union Representation**

**Section A:** Authorized representatives of each Union shall have access to the project site, provided they must be escorted by an Employer or Owner representative to proceed past the security gate and they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project site.

**Section B:** Each Union which is signatory to this Agreement shall have the right to designate a working journeyman as steward for each Employer. Such designated Steward shall be permitted reasonable time to perform normal Union duties and shall not perform supervisory function. Each Steward shall be concerned with employees of the Steward's Employer and not with the employees of any other Employer.

**Section C:** Where the Owner's personnel may be working in close proximity to other activities covered by this Project Agreement, the Union agrees that under any and all conditions Union representatives, stewards and individual workmen will not interfere in any manner with the Owner's personnel or the work which is being performed by the Owner's personnel.

## **Article XIII Wage Rates and Payday**

**Section A:** The payments for hourly straight-time base wages and fringe benefits, and or miscellaneous funds shall be as set forth in the individual Union's local collective bargaining agreement. Industry advancement or promotional funds called for in the individual Union's collective bargaining agreement may be paid at the discretion of the Employer. Each Union shall notify the Employer as to changes to the wage and fringe benefits and/or miscellaneous funds in writing a minimum of thirty (30) days prior to the effective date of any adjustment to the straight-time hourly base wage, fringe benefits, and/or miscellaneous funds.

Employees utilized to fill unfilled apprenticeship positions will be paid eighty-five percent (85%) of the straight-time base wage rate for journeymen.

**Section B:** The wage rates established by this section shall be in full force and effect until each anniversary date of this Agreement and from year to year thereafter unless either the Lima Building and Construction Trades Council or the Employer(s) give the other written notice of intention to renegotiate the wage rate(s) at least sixty (60) days prior to an anniversary date of this Agreement. In the event such notice is given, the parties shall engage in good faith negotiations.

In the event the parties are unable to reach an agreement upon wage rate(s), such disagreement shall be submitted to an arbitrator pursuant to Article X, Section B, Step 4 for a final and binding decision. The Arbitrator may consider any commonly accepted criteria (standards) used by arbitrators in interest arbitration cases. The wage rate(s) established pursuant to this Section

shall be applicable to alt signatory Unions.

**Section C:** Wage premiums or allowances, including but not limited to hazard pay, acid pay, high or tow work, clothing allowance, or use of special equipment or similar premiums, shall not be applicable to this Project Agreement.

**Section D:** No subsistence, travel allowance, mileage or pay for travel time will be paid to any employee.

**Section E:** Wages will be paid weekly by check on a designated day during the working hours and in no case shall more than four (4) days pay be held back in any one payroll week.

#### **Article XIV Meal Allowance**

**Section A:** When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift, the Employer will arrange to have him/her receive a meal or pay him/her \$5.00 in lieu of the meal. This provision will be repeated after each additional four (4) hours of overtime thereafter.

#### **Article XV Day Work Schedules**

**Section A:** The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 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.

When the job conditions dictate a change in the established starting time and/or staggered lunch period on certain work of the project or with individual crafts, the Employer involved and the Union involved can mutually agree to such changes.

**Section B:** All time before the established work day of eight (8) hours and all times after the eight (8) hours, Monday through Friday, and all hours on Saturday shall be paid at the rate of time and one-half (1-1/2). Alt time on Sundays and holidays stated in Article XVIII shall be paid for at the rate of double time.

**Section C:** When an employee works through two (2) consecutive eight (8) hour work periods he/she shall remain on overtime until he/she receives a shift break of a minimum of seven (7) hours.

## **Article XVI Staggered Work Week**

**Section A:** Facilities requiring continuing maintenance on a seven (7) day basis can be established.

**Section B:** When a seven (7) day staggered work week 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 (1-1/2) his/her regularly established rate; when an employee works his/her second day off, he/she shall receive two (2) 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 work week a 2nd shift may be established. Employees working on such 2nd shifts shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay. Employees working on 3rd shift shall work seven (7) hours and receive eight (8) hours pay.

## **Article XVII Shift Work Conditions**

**Section A:** When so elected by an Employer, multiple shifts may be worked. When two (2) or three (3) shifts are worked, the first day or shift shall be established on an eight (8) hour basis for eight (8) hours pay; the second shift shall be established on a seven and one-half (7-1/2) hour basis for eight (8) hours pay; and the third shift shall be established on a seven (7) hour basis for eight (8) hours pay.

**Section B:** The determination of the start of multiple shifts is the prerogative of an Employer. If it is necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XV, Section B shall apply.

**Section C:** Upon mutual agreement between the Employer and affected Unions, work may be scheduled on the basis of four (4) ten (10) hour days each week at straight time. All work beyond ten (10) hours on a day and all hours worked in excess of forty (40) in a week would be at time and one-half.

## **Article XVIII Holidays**

**Section A:** The six recognized holidays for the purpose of this Project Agreement shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on a Sunday, such holiday will be celebrated on the following Monday. There shall be no paid holidays. Double time shall be paid for all work performed on recognized holidays.

## **Article XIX Reporting Time And Call-Ins**

**Section A:** When any employee or new hire reports to work on any shift between the established hours of his 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 Employer'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.

**Section B:** A Call-In shall be defined as notification to report for work by whatever means to an employee for work outside his/her regular shift or regularly scheduled day off or holiday.

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.

(c) If there is an overlapping of an employee's time from the 5th day to the 6th day, the 6th day to the 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 sub-section (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.

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

## **Article XX Tool Rooms**

**Section A:** It shall be the Owner's right to maintain and operate a general centrally located tool room and warehouse. The manpower required for the operation of the centrally located tool

room, storehouse, or warehouse will, at the Owner's option, be employed directly by the Owner or their Agent.

**Section B:** If an Employer establishes tool rooms or storehouses outside the Owner's facility, these will be manned under the terms of the applicable local collective bargaining agreement. Tool rooms serving more than one (I) trade will be manned pursuant to the Employer's work assignment at a level for efficient operation even if every trade using the tool room does not have a person manning the tool room.

## **Article XXI Subcontracting**

The Employer agrees that neither it nor any of its contractors or subcontractors will subcontract any work within the scope of this Project Agreement except for specialty work of the type set forth on Appendix "C," to a person, firm, or corporation that is not signatory to the Project Agreement and applicable local collective bargaining agreement(s). The performance of specialty work shall be covered by the applicable Articles of this Project Agreement and the terms and conditions set forth in this Project Agreement and on Appendix "C."

## **Article XXII Miscellaneous**

**Section A:** The terms and conditions of local collective bargaining agreements not modified or eliminated by this Project Agreement shall remain in full force and effect.

**Section B:** The President of the Lima Building and Construction Trades Council will be notified prior to the starting of any work within the scope of this Agreement, identifying the scope of work and duration.

**Section C:** There shall be no discrimination on the basis of an individual's race, color, religion, sex, national origin, age, handicap (disability), status as a veteran, and/or Union membership or non-membership.

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

If any Article or provision of this Project Agreement shall be held invalid, inoperative, or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Project Agreement or the application of such Article or



provision to persons or circumstances other than those as to which it has been held invalid, inoperative, or unenforceable shall not be affected thereby.

**Section E:** The terms and conditions of the following collective bargaining agreements shall continue in full force and effect and shall not be superseded by the terms and conditions of this Project Agreement.

1. All National Construction/Maintenance Agreements Approved by an Appropriate National Building Trades Department, AFL-CIO Committee
2. All State Construction/Maintenance Agreements Approved by a Subordinate Body of an Affiliate of the National Building Trades Department, AFL-CIO
3. Urea Warehouse Agreement

**Section F:** Should an Employer performing work within the scope of the Project Agreement, other than Employers, cease to have a contractual relationship with Owner and/or cease to have work assigned to it by the Owner, such Employer shall no longer be bound by the terms and conditions of this Project Agreement. This Project Agreement may only be terminated by an Employer pursuant to Article XXIV, Section D.

**Section G:** The welder's qualification program that exists at the BP Amoco Corporation's Refinery in Toledo, Ohio under the terms of the General Presidents' Committee Project Maintenance Agreement by Contract is instituted under this Project Agreement with the following exception: Those who fail a welders' certification test shall receive two (2) hours pay or be paid actual time whichever is greater.

**Section H:** Quality Action Teams that may consist of Union, Employer and/or Owner representatives may be formed to improve methods and practices.

**Section I:** The Unions agree to competency testing where Employers devise the tests and at the same time devise training programs to address deficiencies revealed by the testing. The details of implementation must be approved by the Unions.

### **Article XXIII Administration of Agreement**

**Section A:** The parties to this Agreement shall establish a Joint Administrative Committee. The Joint Administrative Committee shall be composed of six (6) members. Three (3) individuals shall be appointed by the Employers and three (3) individuals shall be appointed by the President of the Lima Building and Construction Trades Council.

**Section B:** The Joint Administration Committee shall meet as required, but not less than once each quarter to review productivity and the operation of this Agreement. Representatives of the Owner shall be invited to the meetings.

**Section C:** The procedures and areas of responsibility of the Joint Administration Committee shall be outlined by this Agreement and agreed to in accordance with the Operational Procedures for the Joint Committee.

**Section D:** The Joint Administrative Committee shall be empowered to resolve all disputes arising out of interpretation and/or application of this Agreement, except jurisdictional disputes.

**Section E:** The Joint Administrative Committee is a “plant-wide labor-management committee” within the meaning of Section 205A of the Labor-Management Cooperative Act of 1978, as amended, 29 U.S.C. Section 175(a) and Section 302 (c) (9) of the Taft Hartly Act of 1947, as amended, and 29 U.S.C. Section 186 (c) (9). Each Employer signatory to this Project Agreement shall contribute the amount of one cent (\$0.01) per hour on behalf of each employee performing work under this Project Agreement on a monthly basis to the Joint Administrative Committee.

1. The moneys of the Joint Administrative Committee shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Unions or Employers party to this Project Agreement, but shall be administered solely by the Joint Administrative Committee and its duly authorized representatives for the purposes permitted.

2. The moneys of the Joint Administrative Committee may be used for the following purposes:

A. to improve communications between representatives of labor and management and engender cooperative and harmonious relations between labor and management performing work at the Owner’s refinery and chemical plant in Lima, Ohio.

B. to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness.

C. to provide a forum for open and honest discussion of problems confronting employees and Employers in construction and maintenance and the petrochemical industry.

D. to study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems which would reduce competitiveness and inhibit economic development.

E. to enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of work life for employees.

F. to expand and improve working relationships between workers and managers.

G. to avoid disputes between labor and management before they arise, and to assist and promptly and fairly resolve disputes when they do arise.

H. to promote the use of safe, efficient, high quality construction services in development,

maintenance and rehabilitation of the Owner's Refinery and Chemical Plant in Lima, Ohio.

I. to seek to maintain a productive dialog with the Owner.

J. to foster the development of craft skills and high quality training in construction and maintenance with the petrochemical industry.

K. to engage in any other lawful activities incidental or related to the accomplishment of these purposes.

**Article XXIV**  
**Term Of Agreement**

**Section A:** It is agreed that this Project 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 changed or terminated as provided for in Section B, C, or D, of this Article.

**Section B:** In the event that the Employers or the Unions desire to renegotiate the wage rate pursuant to Article XIII, such party shall give the other sixty (60) days written notice of intention to renegotiate the wage rate(s). In the event such notice is given, the parties shall engage in good faith negotiations.

**Section C:** "Either the Employers or the Unions desiring to change this Project Agreement such party will give the other sixty (60) days written notice of intention to change the Project Agreement.

**Section D:** In the event either the Employer(s) or the Unions desires to terminate this Project Agreement, such parties must give the other parties to the Project Agreement sixty (60) days written notice. If such notification is given, this Project Agreement shall terminate only for the party or parties, which have given notification to terminate without further obligation to negotiate.

**IN WITNESS WHEREOF**, the parties have executed this Project Agreement.

**For the Employers:**

Jacobs Constructors, Inc.

Tilton Corporation.

By: \_\_\_\_\_

By: \_\_\_\_\_

Philips Services Corporation

Gem Industrial, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

**For the Unions:**

Lima Building and Construction Trades Council

By: \_\_\_\_\_  
International Association of Heat and  
Frost Insulators & Asbestos Workers,  
Local No. 41

By: \_\_\_\_\_  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers,  
and Helpers, Local No. 85

By: \_\_\_\_\_  
International Union of Bricklayers and  
Allied Craftsmen, Local No. 35

By: \_\_\_\_\_  
Northwest Ohio District Council of  
Carpenters, Local Nos. 248, 372, 1128, and  
2239

By: \_\_\_\_\_  
Operative Plasters and Cement Masons  
International Association, Local No. 886

By: \_\_\_\_\_  
International Brotherhood of Electrical  
Workers, Local No. 32

By: \_\_\_\_\_  
International Association of Bridge,  
Structural and Ornamental  
Ironworkers, Local No. 290

By: \_\_\_\_\_  
Laborers' International Union of North  
America, Local No. 329

By: \_\_\_\_\_

By: \_\_\_\_\_

Millwright and Pile Drivers, Local No. 1393

By: \_\_\_\_\_

International Brotherhood of Painters and Allied Trades, Local No. 1020

By: \_\_\_\_\_

United Union of Roofers, Waterproofers and Allied Workers, Local No. 134

By: \_\_\_\_\_

International Union of Operating Engineers, Local No. 18

By: \_\_\_\_\_

United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry, Local No. 776

By: \_\_\_\_\_

Sheet Metal Workers International Association, Local No. 24

By: \_\_\_\_\_

**APPENDIX "A"**  
**LETTER OF ASSENT**

This is to certify that the undersigned Employer has examined a copy of the Project Agreement for Construction and/or Maintenance at the BP Amoco Chemical Plant between Jacobs Constructors, Inc., Tilton Corporation, RMF Industrial Contracting Inc., and Gem Industrial, Inc., applicable Unions, and the Lima Building and Construction Trades Council for the below stated project:

---

(Name of Project)

The Undersigned Employer hereby agrees to sign and comply with all of the terms and conditions of the applicable local collective bargaining agreement(s) and the Project Agreements including but not limited to the requirement to hold a pre-job conference in accordance with Article VIII, Section A of the Project Agreement. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Employer as though the Employer had signed the above-referred to agreements.

The undersigned Employer hereby acknowledges, accepts and agrees to be bound by the Articles of Incorporation and/or by-laws of the Joint Administration Committee ("JAC") and, the Employer acknowledges and agrees that copies of the Articles of Incorporation and bylaws have been made available for inspection and review at the JAC office prior to the execution of the Project Agreement and shall be available to them during the term of the Project Agreement. Further, the Employer shall be bound by the terms, provisions, and conditions of all rules, regulations, resolutions, and amendments thereto promulgated by the Directors of the JAC in accordance with the aforesaid Articles of Incorporation and by-laws whether currently existing or promulgated during the term of the Project Agreement.

Finally, the Employer hereby accepts the designation of the Employer Directors of said JAC and any successor Directors appointed by Jacobs Constructors, Inc., Tilton Corporation, RMF Industrial Contracting, Inc., and Gem Industrial, Inc., in accordance with the provisions of the Article of Incorporation and by-laws.

This Letter of Assent shall become effective and binding upon the undersigned Employer this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall remain in full force and effect until the completion of the above stated project.

---

Name of Employer

---

Title Signatory Officer of Employer

---

Address of Employer

---

Signature of Officer of Employer

**APPENDIX “B”**  
**LETTER OF ASSENT — SPECIALTY CONTRACTOR**

This is to certify that the undersigned Employer has examined a copy of the Project Agreement for Construction and/or Maintenance at the BP Oil Company Lima, Ohio Refinery and BP Chemical Inc., Plant between Jacobs Constructors, Inc., Tilton Corporation, RMF Industrial Contracting, Inc., and Gem Industrial, Inc., applicable Unions, and the Lima Building and Construction Trades Council for the below stated project, and shall be required to hold a pre-job conference in accordance with Article VIII, Section A of the Project Agreement.

---

(Name of Project)

The undersigned Employer hereby acknowledges, accepts and agrees to be bound by the Articles of Incorporation and/or by-laws of the Joint Administration Committee (“JAC”) and, the Employer acknowledges and agrees that copies of the Articles of Incorporation and bylaws have been made available for inspection and review at the JAC office prior to the execution of the Project Agreement and shall be available to them during the term of the Project Agreement. Further, the Employer shall be bound by the terms, provisions, and conditions of all rules, regulations, resolutions, and amendments thereto promulgated by the Directors of the JAC in accordance with the aforesaid Articles of Incorporation and by-laws whether currently existing or promulgated during the term of the Project Agreement.

Finally, the Employer hereby accepts the designation of the Employer Directors of said JAC and any successor Directors appointed by Jacobs Constructors, Inc., Tilton Corporation, and RMF Industrial Contracting, Inc., in accordance with the provisions of the Articles of Incorporation and by-laws.

This Letter of Assent shall become effective and binding upon the undersigned Employer this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall remain in full force and effect until the completion of the above stated project.

---

Name of Employer

---

Title Signatory Officer of Employer

---

Address of Employer

---

Signature of Officer of Employer

**APPENDIX “C”  
SPECIALTY CONTRACTORS**

**Section A:** A contractor or subcontractor performing work of the type listed below shall be considered to be a “specialty contractor.”

Catalyst Handling, Loading, and Unloading

Hydroblasting and/or Chemical Cleaning

On-site Surface Re-machining (e.g., Exchanger Gasket Surface)

Slide Valve/MOV In-place Repair, Rebuild, and Test

Major Repairs/revamps of large Compressors and their Drivers

Safety Valve, Control Valve Rebuild, Repair, and Test

Fractionator Tower Tray Repairs/Replacement

Electrical Work Involving:

---

---

---

---

---

---

---

---

Hydraulic Bolt Tensioning/Torquing

NDT Testing/Inspection Service (include Surface Preparation)

Deep Wells Repair(s)

Work performed by the Original Equipment Manufacturers (“OEM”), including but not limited to:

---



---

---

---

---

---

---

---

---

---

---

In addition, to the above type of work, it is understood that this list may not be complete due to unforeseen circumstances. The Unions agree that the Owner may designate other work as specialty work if a qualified signatory contractor is not available. A qualified contractor is defined as one that meets the Owner's technical and managerial, financial stability, indemnification/insurance, and safety performance requirements.

**Section B:** Each Union signatory to this Project Agreement may submit a list of contractors that are able to perform the work of the type set forth in Section A above. Such contractor(s), upon demonstrating the experience to perform the type of work and an adequate safety program, will be offered an opportunity to bid on specialty work. In the event any contractor is denied the opportunity to bid on specialty work, the reason(s) for each denial will be provided to the President of the Lima Building and Construction Trades Council.

**Section C:** If it is contemplated that a "specialty contractor" will be used to perform work covered by this Project Agreement, the President of the Lima Building and Construction Trades Council will be given as much advanced notice of such use as is reasonable under the circumstances. This notice shall include the specialty contractor(s) being considered and the scope of work to be performed by the specialty contractor.

I. In the event the notice is given prior to the issue of an invitation to bid on a contract, the President of the Lima Building and Construction Trades Council will be given the opportunity to submit a list of contractors that are able to perform the work. Such contractor(s), upon demonstrating experience to perform the job and an adequate safety program, will be offered the opportunity to bid on the work. In the event any such contractor is denied the opportunity to bid on the work, the reason(s) for such denial will be provided to the President of the Lima Building and Construction Trades Council.

**Section D:** In the event work of the type set forth in Section A above is to be awarded to a contractor that is not signatory to a collective bargaining agreement with the appropriate Union(s), the President of the Lima Building and Construction Trades Council will be notified and such contractor will be required to meet with representatives of the Lima Building and Construction Trades Council prior to the award of the contract.

1. The meeting will be for the purpose of discussing the work to be performed and the staffing for the job.
2. A specialty contractor that is not signatory to the applicable, local collective bargaining agreement(s) shall become bound by the terms and conditions of the Project Agreement.
3. A specialty contractor and/or subcontractor shall strive to obtain all employees performing the work under this Project Agreement from the appropriate local Union(s) pursuant to the hiring practices set forth in the collective bargaining agreement(s). A specialty contractor and/or subcontractor's key employees shall receive the base straight-time hourly wage rate in accordance with the appropriate local Union(s) distribution of the wage/benefit rate set forth in Appendix E for

base straight-time hourly wages. A specialty contractor and/or subcontractor will be required to comply with the Project Agreement, except where modified by this Appendix

4. In the event a specialty contractor is required to utilize employees in addition to its regular key employees, such additional employees shall be obtained from the appropriate local Union(s) pursuant to the hiring practices set forth in the applicable local collective bargaining agreement(s). Such contractor and/or subcontractor shall be bound by the journeyman to apprentice/sub-journeyman ratio set forth in the applicable, local collective bargaining agreement(s) and the contractor and/or subcontractor's key employees shall not be counted in determining this ratio. Employees obtained pursuant to this Section shall receive the wage/benefit rate set forth in the appropriate local collective bargaining agreement(s).

a. The contractor agrees to make employee benefit contributions set forth in the applicable, local collective bargaining agreement.

b. The contractor adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are made into, and benefits paid out of, such trust funds.

The contractor authorizes the parties to the trust to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the contractor. The contractor agrees to sign the Participation Agreement(s) and post any bond(s) required by the applicable, local collective bargaining agreement.

**APPENDIX “D”  
DRUG, ALCOHOL, AND CONTRABAND POLICY**

**Section A: Policy Overview**

Jacobs Constructors, Inc., Tilton Corporation, RMF Industrial Contracting, Inc., and Gem Industrial, Inc., and all contractors and subcontractors (hereinafter referred to as the “Companies” or individually as the “Company”) and applicable Unions and the Lima Building and Construction Trades Council (hereinafter referred to as the “Unions” or individually as the “Union”) signatory to the Lima Project Agreement for Maintenance and Construction (hereinafter referred to as the “Project Agreement”) recognize their responsibility to employ all necessary measures to ensure a safe and healthful working environment for the Employer’s employees and the Unions’ members, to protect and preserve private and public property, and to cooperate with the Owner(s) in mutual efforts to provide safe and efficient operations while maintaining conditions conducive to attaining the highest possible work standards.

This responsibility, in a potentially dangerous industry which demands comprehensive safety measures, extends not only to the protection and well-being of the Company’s employees and jobsites, but to the Owners, the community, and general public as well. The Company’s and Unions’ commitment to the protection of the employees, property, and the public is evidenced by the implementation of programs and procedures, which ensure compliance with appropriate safety measures and all applicable laws and regulations.

This Drug, Alcohol, and Contraband Policy sets out the Employers’ policy and procedures regarding: (1) the illegal use, sale, possession, transfer, or other misconduct involving drugs; (2) the use and misuse of legal drugs; (3) alcohol use and misuse; and (4) the possession of illegal or contraband items, such as weapons and drug paraphernalia, prohibited by law or by the Employers’ and Unions’ policy.

Applicability

This policy applies, without exception, to all employees, job applicants, and subcontractors working at a jobsite covered by the Project Agreement. Employees who are subject to federal drug and/or alcohol testing requirements (for example, U.S. Department of Defense, Energy, or Transportation drug- and alcohol-testing regulations) will be so notified and must comply with this policy ~ with the applicable policy implementing those regulations.

Illicit Drug Use

The Company strictly prohibits the unlawful use, sale, attempted sale, manufacture, possession, conveyance, purchase, attempted purchase, distribution, cultivation, transfer, or dispensing of any illegal substance, at any time and in any manner. This prohibition includes the use or possession of prescription medications for which the employee does not have a valid prescription.

“Illicit substance” includes all drugs, narcotics, and intoxicants for which possession or misuse is

made illegal under federal, state, or local law, and includes prescription medication for which the individual does not have a valid prescription. Prescription medication and over-the-counter drugs used in a manner inconsistent with prescription or dosing directions also are considered illicit drugs, as may other chemical intoxicants used in a manner inconsistent with their intended purpose. Alcohol also is a drug subject to abuse, although its use and misuse is treated separately under this policy.

### Alcohol Use and Misuse

The use or abuse of alcohol while on the job or in an Employer's vehicle is strictly prohibited. The Company's management may authorize alcohol purchase or consumption for such off the jobsite functions as dinners, conferences, award ceremonies and celebrations. However, the use or abuse of alcohol off the job, which impairs performance on the job, is prohibited. The Company's employees are prohibited from reporting to work with alcohol in their systems and from bringing any alcoholic beverage to the work location. A confirmed positive test showing the presence of 0.04 percent or more alcohol in an employee's system is a violation of this policy.

### **Use of Prescription Medications**

Employees who use prescription and/or over-the-counter medication, which could impair their ability to perform safely, are responsible for notifying the Company so that steps can be taken to minimize the safety risks posed by such use. Any information about an employee's use of medication will be treated as confidential and shared with the Company and Union personnel on a need-to-know basis. It is each employee's responsibility to consult with his or her health-care provider and/or to review relevant dosing instructions to determine whether the use of that medication could lead to impairment. No medication containing alcohol should be used during or immediately before an individual's scheduled shift, unless by prescription. The Company reserves the right to transfer, reassign, or, if necessary, place an employee on an unpaid leave of absence if the employee may pose a safety risk while using medication.

### Contraband

The Company also prohibits the use, possession, distribution, or sale of any drug paraphernalia, "look-alike" drugs, firearms, weapons, unauthorized explosives, stolen property, or other contraband while on Company business and/or any jobsite or premises. "Contraband" is any item the use or possession of which is prohibited by law, Company's and/or Owner's policy, or work rules. Jobsites and premises include all Company and/or Owner property, including Company and/or Owner owned vehicles, Company and/or Owner quarters, Company and/or Owner parking lots, and any other location at which employees may work, including Owner jobsites and premises.

### **Section B: Searches**

If the Company suspects that an employee or onsite contractor is in possession of illegal drugs,

alcohol, or contraband in violation of this Policy, the Company may request the individual to submit to a search of his or her person, personal effects, vehicles, lockers, baggage, and Company provided quarters. In addition, the Company may periodically conduct searches of individuals entering or leaving work sites at random. By entering into or being present at a jobsite, while on the Employer's time, or representing the Company in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to a search, but refuses, that individual will be considered insubordinate and will be escorted off the jobsite and disciplined, as appropriate.

Searches will be conducted by the Company management personnel and may or may not be conducted in the presence of the person whose property or work area is searched. Any suspected contraband will be confiscated, and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the Company's representative conducting the search.

### **Section C: Federal Drug-Free Workplace Act of 1988**

To fulfill its obligations under the Federal Drug-Free Workplace Act of 1988, the Company requires any employee working directly or indirectly on a Federal Government project who is convicted of any drug-related crime occurring in the workplace to notify the Company within as part of the Company's efforts to encourage employees to become or remain drug-free, information and training will be provided on an ongoing basis, as the Company deems appropriate, regarding the effects of drug and alcohol abuse. The Company's local Personnel Department will assist with employee and supervisory education and training regarding the dangers of drug and alcohol use in the workplace. Materials on drug and alcohol use will be made available to both employees and supervision. The Company will also provide periodic supervisory training to assist in identifying the behavioral and physiological signs of alcohol and drug use.

### **Section F: Drug and Alcohol Testing**

In furtherance of its goal of ensuring a substance abuse free workplace, the Company has established the following drug and alcohol testing procedures for its employees and applicants for employment.

The Company may require employees and job applicants to submit urine, saliva, hair, blood, sweat, and/or breath samples for the purpose of checking the presence of illicit drugs or alcohol, for both job applicants and employees as follows:

#### **A. Applicants**

All job applicants must take and pass a mandatory test as soon as practical following their acceptance of a conditional offer of employment, and prior to the actual time they commence employment with the Company. Applicants who apply to safety-sensitive positions at Owner

projects may also be asked to agree to comply with the Owner's substance-abuse prevention rules, and will be notified of any such requirements at the time of conditional employment.

Job applicants who test positive for illicit drug use will not be hired or paid for any reasonable time required for taking the test, unless the Company hires the applicant and places the applicant to work, including safety training and/or orientation, prior to receiving notification of the test results. Applicants who's drug and/or alcohol test are found presumptive positive of alcohol and/or illicit drugs, and the subsequent confirmatory test is negative, shall be hired without any loss of time, excluding overtime (straight time only).

Any applicant who tests positive for drugs may not re-apply for a position with the Company for at least six (6) months.

A job applicant's refusal to submit to drug testing, or attempting to tamper with, substitute for, adulterate, dilute, or otherwise falsify a test sample will result in a denial of employment.

## B. Current Employees

1. *Reasonable Suspicion Testing.* The Company may require employees to submit to drug and/or alcohol testing whenever Employer management has information about an employee's conduct that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs, appears to be unfit for duty, or is otherwise in violation of this Policy.

2. *Post-Incident Testing.* The Company may ask employees who are involved in a workplace accident or near-accident in which appears that employee error may have played a part and which results, or could have resulted, in a death, an injury to any person requiring medical attention (other than first-aid), and/or significant property damage, to submit to post-accident tests for drugs and alcohol as part of the investigation of any such incident.

3. *Unannounced Testing.* Employees are subject to unannounced drug testing and those who work in safety-sensitive positions will be subject to unannounced alcohol testing, depending upon the nature of their assignment and responsibilities, as well as upon the drug- and alcohol-testing requirements of the Owner if the employees are to work on the Owner's jobsite or project. Employees who are subjected to this requirement will be notified at the time they are conditionally offered employment with the Company or are offered a transfer to a position subject to such testing. Employees subject to testing may be selected at random or by other means, such as by job classification or worksite.

4. *Follow-up Testing.* Unannounced follow-up testing may be required as a condition of continued employment during and after an employee has participated in a treatment program for drug and/or alcohol abuse, as recommended by the employee's substance abuse treatment provider and approved by the Company, for a period not to exceed two (2) years.

5. *Pre-Access/Pre-Assignment Testing.* If an employee accepts a safety sensitive position or is transferred from one position to another safety sensitive position or jobsite with different

testing requirements, that employee may be required to take and pass a drug and/or alcohol screen before being allowed access to the jobsite.

6. *Consequences of a "Positive" Test.* An employee whose alcohol or drug test is positive, regardless of the reason for the test, is considered to be in violation of the Company's policy and will be subject to adverse employment action, up to and including termination.

Anyone terminated on account of a positive drug test may not reapply for a position with the Company for at least six (6) months.

7. *Refusing a Test.* An employee's refusal to submit to drug and/or alcohol testing will be considered insubordination and grounds for disciplinary action, up to and including termination. Attempts to tamper with, substitute, adulterate, dilute, or otherwise falsify a test sample are grounds for termination, and furthermore are punishable under criminal statutes in several states.

## **Section G: Procedures for Drug and Alcohol Testing**

### A. Consent

No alcohol test will be administered, sample collected, or drug test conducted on any sample without the written consent of the person to be tested. A person's refusal to submit to a proper test will be viewed as insubordination and will subject the employee to disciplinary action, up to and including termination. The Company will pay the costs of all drug and/or alcohol tests it requires of job applicants and employees.

### B. Collection and Chain-of-Custody

Persons being tested will be asked to provide a test sample by the collection site person. Procedures for collection of urine specimens will allow for reasonable individual privacy, unless there is a reason to believe the individual may alter or substitute the specimen to be provided. Urine samples will be tested for temperature, and may be tested for adulterants or subject to other validation procedures, as appropriate. The collection site person and the person being tested will maintain chain-of-custody procedures at all times, and follow the specimen collection procedures endorsed by the U.S. Department of Transportation for federally mandated testing.

### C. Testing Methods

All urine samples will be screened using an immunoassay technique and all presumptive positive tests will be confirmed using gas chromatography/mass spectrometry (GC/MS) or other equally sensitive methodology. All confirmatory tests will be performed by a certified laboratory. The Company currently test for cannabinoids (marijuana, cocaine metabolites, amphetamines (including methamphetamines), opiates, phencyclidine (PCP), and alcohol, and may test for other illicit drugs at its discretion or as required by the Owner or by federal regulations, in which case, employees will be advised of the substances for which the Company or the Owner may test. Typically, breath and/or saliva tests will be used to detect the presence of alcohol, and positive



tests will be confirmed with a second breath test. An alcohol test will be considered positive if it shows the presence of 0.04 percent or more blood-alcohol content. Tests will seek information about the presence of drugs and alcohol in an individual's system, and will not test for any other medical condition.

If an individual's drug and/or alcohol test is found to be presumptive positive, the Company may suspend the individual without pay pending the results of the confirmatory test. If the confirmatory test is also positive, the individual shall not be paid for the time to take the drug and/or alcohol test or the suspension period. In the event the confirmatory test is negative, the Company shall reinstate the individual to work with no loss of time, excluding overtime (straight time only), for the time to take the drug and/or alcohol test and the suspension period.

#### D. Notification

Any individual who tests positive for illicit drug use will be so notified by an independent Medical Review Officer ("MRO") (typically, a medical doctor with an expertise in toxicology), and given the opportunity to provide the MRO with any legitimate reasons he or she may have that would explain the positive alcohol or drug test.

If the individual provides an explanation to the MRO that the positive drug-test result is due to factors other than the consumption of alcohol or illicit drugs, the MRO will order the laboratory to disregard the positive test and will report the test as negative to the Company.

Individuals may request a copy of their own positive test result. In addition, an individual who tests positive for drugs may request that his or her urine sample be sent to an independent laboratory for a second confirmatory test, at the individual's expense, although the Company may suspend without pay, transfer, or take other appropriate action against the individual pending the results of any such retest.

In the event an individual is suspended from work by the Company for a presumptive positive test and confirmatory test and the test is found negative by a second confirmatory test, the individual shall be reinstated to work by the Company with no loss of time, excluding overtime (straight-time only).

All tests will be treated as confidential, and disseminated within the Company only on a need-to-know basis. Test results will not be released outside the Company without the written consent of the tested individual, except when necessary to defend action in an administrative proceeding of court of law or otherwise as required by a court of law.

#### E. Compliance with All Applicable Laws

The Company will implement this policy, including its drug- and alcohol-testing policy, in a manner that complies with relevant federal, state, and local law.

The information that follows is the complete text for the Employee Certification and Consent forms.

EMPLOYEE CERTIFICATION

---

(Name of Company)

(its subsidiaries and affiliated companies hereinafter, “the Company”)

I hereby certify that the Company has provided me with a copy of its Drug, Alcohol and Contraband Policy; that I have read and understand the Policy; and that I agree to abide by the terms and conditions of the Policy. I do understand that nothing in this policy is intended to create a contract, and I agree that no such contract is created by this Policy.

---

Date

---

Applicant/Employee Signature

---

Witness Signature

---

Applicant/Employee Printed Name

---

Witness Printed Name

---

Applicant/Employee Social Security Number

## CONSENT

To consent to Drug and/or Alcohol Testing as a Condition of Employment with

---

(Name of Company)

**(its subsidiaries and affiliated companies hereinafter, “the Company”)**

I, \_\_\_\_\_ hereby consent and agree to drug and/or alcohol testing as a condition of consideration for employment and/or continued employment by the Company. I further acknowledge that I have been informed of, and have agreed to comply with the Company’s Drug, Alcohol and Contraband Policy.

I understand that information regarding the test results may be used as grounds for adverse employment action, including denial of employment and/or termination of my employment with the Company.

I further understand and acknowledge that:

1. The Company will pay the cost of all required drug and/or alcohol tests;
2. The test results will be released to the Company and may be used by the Company in determining any adverse employment action that may be taken against me;
3. If my drug and/or alcohol test indicate a presumptive “positive” and the subsequent confirmatory test is “negative,” that the Company shall hire or reinstate me with no loss of time, excluding overtime (straight time only), however, if my drug and/or alcohol test is presumptive “positive” and the confirmatory test(s) is also “positive,” the Company has no obligation to hire or reinstate me;
4. If the laboratory results of my drug and/or alcohol test indicate a “positive” result, I will have an opportunity to discuss and rebut that result by consulting with a Medical Review Officer; and to request a second confirmatory drug test in that sample, at my own expense; and that the Medical Review Officer will determine whether there is legitimate medical explanation for any “positive” drug test; and
5. I have the right to refuse to submit to testing; understanding, however, that my refusal to submit to, or to cooperate with such testing shall be considered a refusal to submit to testing subject to denial of employment or termination in accordance with the Company’s Drug, Alcohol and Contraband Policy.

I agree that the Company has made no representations, inducements, or statements, other

than those in writing, about the testing, and that I consent to be tested.

I hereby further certify that the Company has provided me a copy of its Drug, Alcohol and Contraband Policy; that I have read and do understand that Policy; and that I agree to abide by the terms and conditions of the Policy.

---

Date

---

Applicant/Employee Signature

---

Witness Signature

---

Applicant/Employee Printed Name

---

Witness Printed Name

---

Applicant/Employee Social Security Number

**INTERPRETATIONS  
LIMA PROJECT AGREEMENT**

.....

**Bulletin #1**

Reference: Article I

Subject: Purpose

Statement of Policy:

The Lima Project Agreement was developed by the Lima Building and Construction Trades Council Member Unions signatory hereto; and administered by the Joint (Labor-Management) Administration Committee. The signatory Unions are to furnish manpower as required. Due to the nature of the work encompassed by this Agreement, it shall cover ALL TERMS AND CONDITIONS of employment for the work being performed.

.....

**Bulletin #2**

Reference: Article VI, Paragraph 3

Subject: Management Rights — Foreman Requirements

Statement of Policy:

This paragraph of Article VI gives the Employer considerable leeway on the need and number of foremen. Inasmuch as the Lima Project Agreement is independent of any Local or National Agreement, Local Agreement establishing ratios of Foremen, General Foremen, and Area Foremen do not apply to the work projects covered by this Agreement.

.....

**Bulletin #3**

Reference: Article XIII, Section F

Subject: Wages will be Paid Weekly

Statement of Policy:

1. Layoff is payoff — Terminated employee shall be paid in the day of his/her termination.
2. Each Employer shall pay four (4) hours pay to a terminated employee for each 24 hour period said employee must wait for his/her final pay.
3. An employee who quits without giving sufficient notice to his Employer shall be paid on the regular payday at the jobsite, or may have his/her final pay mailed to his/her address of record.

.....

**Bulletin #4**

Reference: Article XIV, Section A

Subject: Meal Allowance

Statement of Policy:

Meal allowance is only applicable to unscheduled overtime. If any employee is not notified by the end of his/her previous shift of an overtime requirement for the following day, he/she is entitled to a hot meal or \$5.00 in lieu thereof, if he/she works more than (2) hours beyond his/her scheduled shift. The \$5.00 allowance or the hot meal is at the discretion of the Employer.

.....

**Bulletin #5**

Reference: Article XV, Section A

Subject: Day Work Schedules — Lunch Period

Statement of Policy:

Jobsite conditions sometimes warrant a change in the regular lunch period.

It shall be the Employer'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.

.....

**Bulletin #6**

Reference: Article XVII, Section A and B

Subject: Shift Work Conditions

Statement of Policy:

The Employer may schedule multiple shifts on a temporary basis. The first or day shift will be eight (8) hours worked for eight (8) hours pay. The second shift will be seven and one-half (7-1/2) hours worked for eight (8) hours pay. The third shift will be seven (7) hours worked for eight (8) hours pay. If Saturday and/or Sunday are worked to establish a temporary shift, they shall be paid at the appropriate premium rate. The temporary shift schedule may begin on any day of the week.

The temporary 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 staff a temporary shift situation. In this case, if an employee from a previous shift is used as part of a temporary shift arrangement within a 24 hour period, he/she shall be paid the overtime rate as stipulated in Article XIII, Section A.

When an employee works through two (2) consecutive eight (8) hour work periods he/she shall remain on overtime until he/she receives a shift break of a minimum of seven (7) hours. This does not apply to call-ins as defined in Article XIX.

.....

**Bulletin #7**

Reference Article XVIII, Section A

Subject: Holidays

Statement of Policy:

There are six (6) holiday 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 and of the Agreement, he/she is to be paid double time.

When a timely request in writing has been submitted by the Employee to the Joint Administration Committee, a holiday may be changed to fit the Owner’s need.

It is possible to mutually change the holidays listed in the Agreement to conform with Owner's and/or local observance, but the holidays shall not exceed six (6).

Where the Owner has more than six (6) holidays, only the six (6) holidays stipulated in the Lima Project Agreement will prevail for premium pay when worked. The Owner's Management may have two alternatives for this type of situation. In the event the Owner's maintenance and/or construction activities are shut down and there are no work orders, there will be no work for the Building Trades crafts on that day. However, in some cases, due to shutdown of the plant operation, the Owner will utilize this holiday to perform maintenance, repair, renovation, and/or construction work with the Building Trades crafts.

.....

**Bulletin #8**

Reference: Article XX, Section A and B

Subject: Tool Rooms — Furnishing of Tools and Equipment

Statement of Policy:

Craft personnel who customarily provide their own tools and equipment on construction work shall provide the same tools and equipment on maintenance work.

.....

**Bulletin #9**

Reference: Article XIX, Section A

Subject: Reporting Time and Call-Ins/Medical Visits

Statement of Policy:

1. On the day an employee is injured and it is necessary to see a doctor or is required to have a medical examination, he/she will be taken to the doctor and shall receive eight (8) hours pay.
2. In the case of an injury and if subsequent visits are required, the appointments will be made after regular working hours by the company doctor, if possible. If, through no fault of the employee, the doctor requires that an appointment be made during regular working hours, the employee shall not loss any time. However, if the employee desires to make an appointment during working hours, he/she may do so and will not be paid for any loss of tome.



3. If subsequent visits are required and an employee chooses to see a doctor other than the company doctor, it will be on his/her own time.

.....

**Bulletin #10**

Reference: Article XIII Section D

Subject: Wage Rates and Paydays — Wage Premiums or Allowances

Statement of Policy:

Classifications in Local Union Agreements that circumvent the intent and purposes of Article XIII, Section D, that require no additional skills, are not recognized under the terms of this Project Agreement.

.....

**Bulletin #11**

Reference: Article XIII

Subject: Wage Rates and Paydays — Time Off for Election Say (Voting) with Pay

Statement of Policy:

Article XIII makes no provision for payment for time off for voting, state or local requirements not withstanding.

.....

**Bulletin #12**

Reference: Article XIII, Section A

Subject: Wage Rates and Payday — Application of Local Apprenticeship Standards

Statement of Policy:

It is the policy of the Joint Administration Committee that any Employer working under the Project Agreement will comply with all Local and National Apprenticeship Standards established by the appropriate Joint Apprenticeship Training Committee.

.....

**Bulletin #13**

Reference: Article II, Section A

Subject: Scope of Agreement

Statement of Policy:

It is the intent of this Project Agreement that work which is assigned to the Employer by the Owner is to be done in its entirety by the Employer with no “mixing” or “intermingling” of in-plant employees with any Building Trades employees.

.....

**Bulletin #14**

Reference: Article XIX, Section A

Subject: Reporting Pay

Statement of Policy:

Reporting pay as defined by this section shall be paid at the straight time hourly rate.

.....

**Bulletin #15**

Reference: Article IV, Section A

Subject: Referral

Statement of Policy:

Whenever an employee is restricted from referral or “benched” for a specific time period because of violations of National Joint Referral Rules, he/she shall not be hired by any Employer under this Project Agreement.

This Bulletin shall only be applicable when it complies with existing federal, state and local laws.

.....

**Bulletin #16**

Reference: Article XV

Subject: Day Work Schedules

Statement of Policy:

Although normal shifts are scheduled for eight (8) hours, in cases when shifts are scheduled for more than ten (10) hours, the Employer will have the option of scheduling a non-paid lunch period or allow the employee to eat “on the fly.

.....

**Bulletin #17 -- Deleted**

.....

**Bulletin #18**

Reference: Article XIX, Section A

Subject: Reporting Time and Call-Ins/Medical Visits Statement of Policy:

For the purpose of computing overtime, the start of the work day shall be considered as the start of the first shift and continue for a 24-hour period. This will include all work performed on Saturday, Sunday, and Holidays.

.....

**Bulletin #19**

Reference: Article XV, Section B

Subject: Day Work Schedules

Statement of Policy:

For the purposes of computing overtime the start of the work day shall be considered as the start of the day work schedule as defined in Article XV, Section A of the Project Agreement and continue for a 24-hour period. This shall include all work performed on Saturday, Sunday, and Holidays.

.....

**Bulletin #20**

Reference: Article XIX, Section B

Subject: Reporting Time and Call-Ins

Statement of Policy:

For purposes of computing overtime the start of the work day shall be considered as the start of the day work schedule as defined in Article XV, Section A of the Project Agreement and continue for a 24-hour period. This shall include all work performed on Saturday, Sunday, and Holidays.

.....

**Bulletin #21**

Reference: Article X, Section B, Steps 1, 2, 3, 4

Subject: Grievance Procedure

Statement of Policy:

All grievances that may arise on any work covered by this Project Agreement shall be processed in accordance with the procedural steps set forth in this Article.

However, this procedure is not used in processing disputes or controversies involving the administration and/or interpretation of the Project Agreement. The administration and/or interpretation of the Project Agreement shall be the responsibility and sole prerogative of the Joint Administrative Committee as provided in Article XXIII, Sections D and E of the Project Agreement.

.....

**Bulletin #22**

Reference Article XV, Section A, second paragraph

Subject: Staggered Lunch Period

Statement of Policy:

If an employee is required to take a lunch break more than one (1) hour prior or more than one (1) hour beyond the regularly scheduled lunch period, he/she shall be paid for the lunch period at

the appropriate premium rate.

.....

**Bulletin #23**

Reference: Article XIX, Section B

Subject: Reporting Time and Call-Ins

Statement of Policy:

When an employee is called into work before the established starting time and after the established quitting time of his/her regular shift, he/she shall be paid not less than four (4) hours at the applicable rate and if he/she works beyond the four (4) hours he/she shall be paid for actual hours worked except when his/her call-in was prior to and continuous with his/her normal working hours.

Holidays that are celebrated by Owner employees that are not consistent with those set forth in Article XVIII of the Project Agreement are considered normal work days under the terms of the Project Agreement. If all or a portion of the work orders withheld by the Owner on these Owner Holidays, then these days shall be considered as scheduled days off for employees affected. If the affected employees are subsequently called into work, they shall be paid in accordance with Section B (b) or Article XIX.

.....

**Bulletin #24**

Reference: Article XVII, Section A

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 temporary shifts, then such starting times may be implemented by the Employer as needed.

When such changes in starting times or multiple starting times are necessary, the Employer shall notify the Unions and the President of the Lima Building and Construction Trades Council advising of the effective date and reasons for same.

.....

**Bulletin #25**

Reference Article XVIII, Section A and B

Subject: Shift Work Conditions — Application of Shift Premium for Second and third Shifts

Statement of Policy:

When temporary shifts are established, employees working the second shift shall receive eight (8) hours pay for seven and one-half (7-1/2) hours of work and employees working the third shift shall receive eight (8) hours pay for seven (7) hours worked. The one-half (1/2) hour for the second shift employees and one (1) hour for the third shift employees is the shift “premium” provided for the second and third shift arrangements as set forth in Article XVIII, Sections A and B is payable even when an employee does not work the entire shift.

In the event that an employee does not work a full second or third shift, said employee shall be paid for actual time worked, plus one-half (1/2) hour for the second shift and actual time worked plus one (1) hour for the third shift.

.....

**Bulletin #26**

Reference Article XVI, Section B

Subject: Staggered Work Week — Reporting Pay Saturday, Regularly Scheduled Days Off on a Staggered Work Week Schedule and Holidays

Statement of Policy:

When employees report for scheduled work on Saturday, Sunday, or regularly scheduled work days off on a staggered work week schedule or 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 (1-1/2) for Saturdays and scheduled days off and double time (2) for Sundays and Holidays.

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 days off on a staggered work week schedule.

.....

**Bulletin #27**

Reference: Article XIII, Section A

Subject: Wage Rates and Payday — “Long Boom Pay”

Statement of Policy:

“Long Boom Pay” as negotiated in Local Union Collective Bargaining Agreements is treated as a wage classification and is recognized under the terms of this Project Agreement.

.....

**Bulletin #28**

Reference: Article XIII, Section C

Subject: Wage Rates and Payday — Computation of Fringe Benefit Contributions for Shift Work

Statement of Policy:

Where the Union’s local collective bargaining agreement provides for payment of benefits based on hours worked, it is understood that when shift work is involved which provides eight (8) hours pay for a shift of less than eight (8) hours (See Article XVI and Article XVII), payments shall be made to fringe benefit funds on the basis of eight (8) hours per shift, provided the full shift is worked.

.....

**ADDENDUM TO LIMA PROJECT AGREEMENT  
4110 SHIFT SCHEDULE  
FOR ON GOING MAINTENANCE**

**1.0 - PURPOSE**

To increase the maintenance work force efficiency by establishing a 4 day, 10 hour per day work schedule. It is our objective to maintain the process plants reliability by working the majority of the work force (crew A) on a Monday through Thursday, on a 4-10's work week basis. A smaller secondary work force, (crew B) will work Tuesday through Friday, on a 4-10's work week basis to insure maintenance coverage for the preventative and essential maintenance repairs on Fridays.

**2.0 - SCOPE**

This procedure covers the detailed information and process required to effectively implement the 4/10 work schedule while ensuring the adequate maintenance of the facilities and operations support is available to meet the owners requirements.

**3.0 - PROCEDURE**

BEGINNING ON \_\_\_\_\_

---

will begin working a 4 day, 10 hour per day shift schedule for a minimum period of 90 days. Near the end of the 90-day period the results of the new shift schedule will be reviewed with the contractors, the owners representatives and the signatory local unions. Modifications to the work schedule if required, will be made by mutual agreement with the local unions signatory to this agreement, and the owner. The contractor will review the schedule on an annual basis thereafter



and make necessary modifications upon reaching mutual agreement to any changes with the contractor, the signatory local unions, and the owner.

#### **4.0 - 4/10 SHIFT SCHEDULE**

<b>CREW</b>	<b>CREW SIZE</b>	<b>NORMAL WORK WEEK</b>	<b>FUNCTION</b>
-------------	------------------	-------------------------	-----------------

CREW (A)		Monday a.m. – Thursday p.m.	
----------	--	-----------------------------	--

CREW (B)		Tuesday a.m. – Friday p.m.	
----------	--	----------------------------	--

In accordance with the Lima Project Agreement crew personnel will one of the 2 established crews. It may become necessary to adjust the size and craft make up of the personnel working in order to provide proper coverage to maintain and support the operating plants at the owner’s facilities. Crew assignment changes will only be made upon completion of a normal work week. The signatory local unions, will be notified of any crew assignment changes prior to the implementation of these changes. Every effort will be made by the contractors to give advance notice to the unions and their members of pending work schedule changes. It is the contractors intention to have the majority of the work force on crew (A), with only sufficient maintenance and operational support crafts working on crew (B) to perform scheduled preventative maintenance work orders, and respond to plant maintenance emergencies

#### **5.0 - WORK WEEK/WORK HOURS**

For payroll purposes the work week will begin on Monday at 0700 hours and end at 0659 hours the following Monday. The normal work day will begin at 0700 hours with an unpaid lunch at 1200 hours until 1230 hours. The normal work day ends at 1730 hours for crews “A” and “B”.

When the 5 day, 8 hour work schedule is implemented as described below, the work week will remain at 0700 hours on Mondays ending at 0659 hours on the following Monday. This will mean the starting time for the day shift will begin at 0700 hours with an unpaid lunch between 1100 hours and 1130 hours.

For schedules involving multiple shifts the starting time will be equitable to that of the day shift and will be determined by the contractors. When shifts of more than the standard 8 or 10 hour length are implemented, the time of the lunch may be adjusted. These schedules will be posted on the bulletin boards in the plant.

#### **6.0 - REQUEST FOR CRAFT PERSONNEL**

When personnel are requested from any of the local unions supplying craft workers to the contractors at the owner's facilities, they will initially be assigned to crew (A) and crew (B), with a work schedule of 10 hours per day. If these employees work outside of their normal scheduled workweek, they will be entitled to the appropriate over time/double time rates for those days, regardless of when their work week began.

If a new employee begins the week after Monday, they will be paid time and one half for all hours worked beyond 8 hours per day for the remainder of the first regular Monday through Thursday work week.

#### **7.0 - CRAFT FOREMAN**

One foreman for each craft shall be assigned to all crafts on crew (B) working on Fridays. These are "working foremen jobs" unless the size of the crews would require otherwise.

#### **8.0 - PLANNED SHUTDOWNS AND OUTAGES**

The (4/10) work schedule will be suspended for planned maintenance turn arounds (pmt) for those weeks involving pmts, the contractors employees, and the affected site will be

on a standard 5 day, 8 hour per day schedule. The definition of the pmt will be defined by the contractors issuing written notice to the signatory local unions at a minimum of 10 days prior to the pmt listing the start and ending date of the 5/8's planned pmt. The start date of this instance will be in accordance with the previously defined work week.

When a pmt becomes 5/8's, if the contractor does not have to hire additional manpower to complete the pmt on time the project would stay on the 4/10's schedule.

When the contractor hires additional people to perform the pmt the people on that project will go to a 5/8's schedule. The people remaining on the maintenance crew would stay on the 4/10's schedule.

If a situation arises where employees working in either crew (A) and crew (B) are required to transfer to a 5/8's schedule during their normal work week, their pay will be calculated as though they are "new hires" for the remainder of the week. Conversely all existing employees assigned to 5/8's for pmts and transferred back to their normal schedule (crew A or crew B) their pay would continue to be calculated on 5/8's for the remainder of that week.

Multiple shifts and/or extended shift hours may be utilized in either the 5/8's or 4/10's situation. Time and one half and double time will be in accordance with the Lima Project Agreement.

Any employee requested to work on the 4/10's schedule and not offered a minimum of 40 hours straight time during their normal work week, they will be compensated for their hours work or paid (according to the overtime/double time rate and call our procedure) mandated by the Lima Project Agreement. Over time and double time will remain consistent with the Lima Project Agreement.

“A” SCHEDULE

Friday will be over time, Saturday will be over time and Sunday will be double time.

“B” SCHEDULE

Monday will be over time, Saturday will be over time and Sunday will be double time.

There is no make up day provision in this addendum.

**THIS MEMORANDUM OF UNDERSTANDING** is entered into this 1st day of October 2003 by and among Jacobs Constructors, Inc., Tilton Corporation, RMF Industrial Contracting, Inc., and Gem Industrial, Inc. on their behalf and on behalf of all contractors and subcontractors who become signatory hereto, (hereinafter referred to as the “Employers” or individually as the “Employer”) working under the LIMA PROJECT AGREEMENT FOR MAINTENANCE AND/OR, CONSTRUCTION (hereinafter referred to as “Project Agreement”) at the BP Chemicals, Inc. and PCS Nitrogen, Ohio, L.P. (hereinafter referred to as the “Owner”) Lima, Ohio Chemical Plant; and the Lima Building and Construction Trades Council and each of its affiliated Local Unions and other participating Unions who become signatory hereto, (hereinafter collectively referred to as the “Unions” or individually as the “Union”).

**THIS MEMORANDUM OF UNDERSTANDING DOES NOT APPLY, ALTER, OR AFFECT THE TERMS AND CONDITIONS OF ANY OTHER NATIONAL AND/OR LOCAL COLLECTIVE BARGAINING AGREEMENT NOR DOES THIS MEMORANDUM OF UNDERSTANDING IN ANYWAY CHANGE ANY OTHER NATIONAL AND/OR LOCAL COLLECTIVE BARGAINING AGREEMENT AND ONLY ALTERS, AFFECTS, AND APPLIES TO THE WORK PERFORMED UNDER LIMA PROJECT AGREEMENT FOR MAINTENANCE AND/OR CONSTRUCTION AND THIS MEMORANDUM OF UNDERSTANDING ONLY APPLIES TO THE OWNER’S LIMA, OHIO PLANT LOCATED AT 1900 FORT AMANDA ROAD IN LIMA, OHIO 45804 AND NO OTHER LOCATION, COMPLEX, PLANT, FACILITY, AND/OR PROJECT IS INCLUDED.**

The Unions and Employers recognizing the gravity of the situation facing the Owners’ plants in Lima, Ohio with the high cost of natural gas realize the plant’s future may be in jeopardy. And, further recognizing their obligation to the community to do whatever is necessary to prevent the closing of the plant and retain jobs for their members, employees, and the community the Unions and Employers hereby and herein agree the Project Agreement is amended as follows.

1. This Project Agreement shall apply to that work assigned by the Owner to the Employer and performed by the employees of contractors and subcontractors covered by this Agreement. The Unions understand and agree that assignment of work is the sole prerogative of the Owner, who retains the right to perform the work or any portion of the work with the Owner’s in-plant employees and/or directly subcontract the work or any portion of the work, however, all work covered by this Project Agreement shall only be performed by contractors signatory to this Project Agreement. The Unions further agree that to promote efficiency and productivity the Employer’s employees are required to work in harmony with the Owner’s in-plant employees anchor subcontractors in the performance of the work assigned to the Employer by the Owner.
2. The Employer has the right and full and complete authority to determine the need and number of foremen without regard to foreman ratios in local agreements, name the foremen and to require foremen to work with their tools when in the Employer’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 Employer will have inadequate amount of supervision.
3. 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 type of work or 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 projects under this Project Agreement that the terms and conditions in local collective bargaining agreements do not apply.

4. Work Assignments: The Unions understand and agree that project maintenance conditions do not always justify adherence to craft lines. The Employer 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 therefore the Unions understand and agree that work assignments are the sole prerogative of the Employer. It is additionally understood and agreed by the Unions that all of the Employer's employees shall accept any and all work assignments from the Employer and perform that work to the best of his/her ability and that all of the Employer's employees shall work together harmoniously as a group with the flexibility to get the job done without having any concern or interference with any other work being performed by the Owner's employees and/or others not covered by this Project Agreement.

The Joint Administrative Committee may review the Employer's work assignments once every three (3) months to ensure the spirit of this Agreement is maintained.

5. Employers signed to this Agreement, which is a local project agreement, are not required to become signatory to a local collective bargaining agreement. This Project Agreement may be modified by mutual consent in writing by the parties signatory hereto.

6. Memorandums of Understandings and/or Amendments to this Project Agreement, for a specific project or projects, which are required to make an Employer and/or the Owner competitive, may be added by majority vote of the Joint Administrative Committee. When approved by the Joint Administrative Committee, the Memorandum of Understanding and/or Amendment shall be considered a part of the Lima Project Agreement for Maintenance and/or Construction for that specific project.

**For the LPA Labor Committee:**

**For the LPA Management Committee:**

By: \_\_\_\_\_  
Labor Committee Co-Chairman  
Joint Administrative Committee  
Lima Project Agreement

By: \_\_\_\_\_  
Management Co-Chairman  
Joint Administrative Committee  
Lima Project Agreement

**10~0 - HOLIDAYS**

Article XVIII, of the Lima Project Agreement, shall remain unmodified by this agreement.

**11.0 - DURATION OF AGREEMENT**

After the initial 90 day evaluation, this addendum may be opened at one year intervals from the date of signing by either party, upon written notice to the other party 60 days prior to the annual anniversary date of the addendum. If the Lima Project Agreement is reopened for any reason, this addendum will automatically be subject to re-opening, and possibly a subject of negotiation.

For the Employers:

Jacobs Constructors, Inc.

By: \_\_\_\_\_

Lima Building Trades

By: \_\_\_\_\_

For the Unions

Carpenters & Millwrights

By: \_\_\_\_\_

