

Execution Copy

**SOUTHERN COMPANY  
MAINTENANCE AND MODIFICATION  
AGREEMENT**

Covering designated Power Generation Facilities within Mississippi Power Company, Alabama  
Power Company, Georgia Power Company and Southern Nuclear Company

## SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT

This Southern Company Maintenance and Modification Agreement ("Agreement" or "SCMMA") is entered into between the signatory contractors ("Signatory Contractors") and contractors who execute a Letter of Assent binding them to this Agreement (hereinafter both Signatory Contractors and contractors executing a Letter of Assent collectively referred to as "Contractor" or "Contractors"), North America's Building Trades Unions ("NABTU") and the following International Unions comprising the Southern Company Labor Council ("SCLC"), on behalf of their respective organizations and their affiliated State and Local Building and Construction Trades Councils, local and/or regional organizations with jurisdiction over work subject to this Agreement (hereinafter collectively referred to as the "Unions"), on projects covering designated power generation facilities within Mississippi Power Company, Alabama Power Company, Georgia Power Company and Southern Nuclear Company (hereinafter collectively referred to as "Owner").

The SCLC is composed of one representative of the following International Unions:

- International Association of Heat and Frost Insulators and Allied Workers
- International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
- International Union of Bricklayers and Allied Craftworkers
- United Brotherhood of Carpenters and Joiners of America
- Operative Plasterers' and Cement Masons' International Association
- International Brotherhood of Electrical Workers
- International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers
- Laborers' International Union of North America
- International Union of Operating Engineers
- International Union of Painters and Allied Trades
- United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
- United Union of Roofers, Waterproofers and Allied Workers
- International Association of Sheet Metal, Air, Rail and Transportation Workers

The President of NABTU shall appoint an Administrator to oversee the operations of the SCLC. The SCLC Administrator shall also serve as the Agreement Administrator

referenced in this Agreement and shall be advised by the SCLC on issues elevated from the State Labor Management Cooperation Committees and as defined in processes and Articles contained in this Agreement.

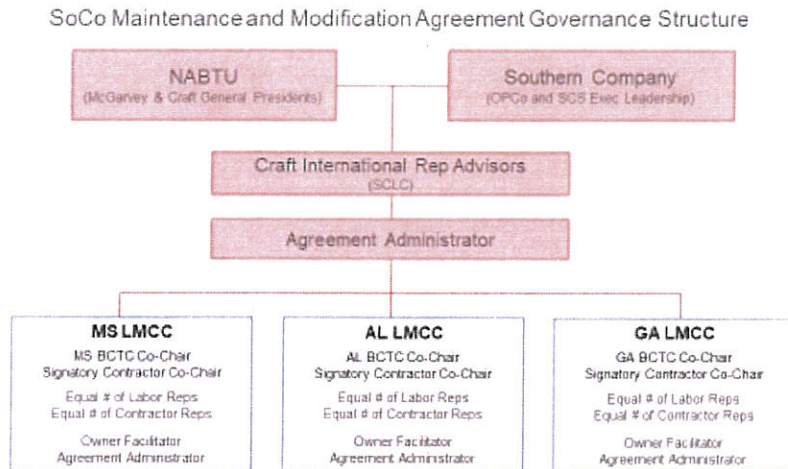
## **PREAMBLE**

The parties to this Agreement acknowledge the historical differences in the terms and conditions of employment in the states in which the Owner's facilities are located. For this reason, this Agreement is divided into three sections. This first section contains terms applicable to all states and work covered by the Agreement. The second section is the Alabama/Georgia Addendum and Appendices covering designated power generation facilities within Alabama Power Company, Georgia Power Company and Southern Nuclear Company. The third section is the Mississippi Addendum, Appendices and Interpretations and Clarifications covering designated power generation facilities within Mississippi Power Company. All three sections constitute the "Agreement" as referenced herein.

## **AGREEMENT ADMINISTRATION**

1. There shall be a State Labor Management Cooperation Committee (LMCC) for each of the three states covered by this Agreement. The purpose of the LMCCs shall be to promote harmonious labor-management relations, ensure adequate communications, and advance the proficiency of craft employees and the industry. The LMCCs shall be Co-Chaired by a Signatory Contractor Representative and a Labor Representative, who shall be the President of the applicable State Building and Construction Trades Council or the equivalent position. The number of members of the LMCCs shall be determined by the Co-Chairs provided that there shall be an equal number of Contractor Representatives, appointed by the Contractor Co-Chair, and Labor Representatives, appointed by the Labor Co-Chair, so that a majority of the Labor Representatives on the LMCCs shall be International Representatives of the International Unions signatory to this Agreement. The Agreement Administrator and a representative of the Owner shall be non-voting members of the LMCCs to ensure consistent interpretations of this Agreement. The Owner Representative shall act as the LMCC Facilitator. The LMCCs will meet at periodically scheduled intervals (not less than monthly or as determined by the LMCC) for a discussion of the efficiency of projects covered by this Agreement, as is consistent with this Agreement and any appendices, amendments, or addenda thereto.
2. The LMCC Facilitator, in consultation with the LMCC Co-Chairs, the Local Unions, the Signatory Contractors and the Agreement Administrator will develop policies and procedures of operations, publish meeting agenda, and issue notice minutes of the rulings of each LMCC meeting. This section holds harmless and indemnifies the LMCC Facilitator, the Agreement Administrator and the Co-Chairs of the LMCCs in the exercise of their respective duties and functions.
3. Labor and management representatives shall have an equal vote in all LMCC deliberations and proceedings, regardless of the number of attendees at any meeting.
4. The LMCCs shall rule on any Agreement interpretations or clarifications that may be required for their respective states. Such rulings or clarifications shall be reduced to writing, jointly signed by the Co-Chairs, distributed to the parties, and reviewed at the next LMCC meeting. Proceedings of the LMCC shall be exclusive to the members and invited participants.

5. If an LMCC is unable to resolve an issue, the matter shall be submitted to the Agreement Administrator for resolution.



## GRIEVANCE PROCEDURE

1. In the event that a dispute by a party may arise regarding the interpretation or application of this Agreement, exclusive of disputes arising out of work stoppages and/or questions of work assignments, the following procedures shall be pursued as the only means for resolving all such disputes between the parties to this Agreement:

*Step 1.* The grievance is discussed among the aggrieved employee, the Jobsite Representative/Craft Steward, and the Contractor's Jobsite Representative. The grievance must be filed within fifteen (15) business days after the occurrence.

*Step 2.* The grievance is discussed among the aggrieved party, the International Union Representative, the Local Union Representative, and the Labor Relations Manager of the Contractor. At this Step, the grievance shall be reduced to writing on a form provided by the Contractor.

**NOTE:** To encourage the resolution of grievances at Step 1 or 2, it is agreed that any resolution(s) shall be non-precedent setting.

*Step 3.* If the grievance is not satisfactorily settled within five (5) business days after the Step 2 hearing, the information prepared for Step 2, along with any other supplemental information, facts, or positions developed in Step 2, shall be submitted in writing to the applicable State LMCC within five (5) business days by either party. The LMCC shall consider the grievance at the next regularly scheduled meeting.

*Step 4.* If the LMCC is not able to resolve the grievance within five (5) business days after the LMCC considers the grievance pursuant to Step 3, the information prepared for Step 3, plus any other supplemental information, facts, or positions developed in Step 3, shall be submitted in writing within five (5) business days by either party to the Agreement Administrator, who, in concert with the SCLC, will work with the Labor Relations Manager of the Contractor to resolve the grievance.



However, this step of the grievance procedure may be waived by mutual agreement between both parties and the grievance shall then be immediately referred to the Arbitrator.

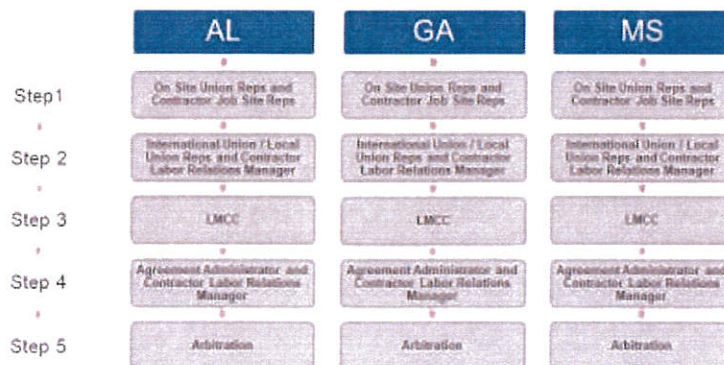
*Step 5.* In the event agreement is not reached within ten (10) business days of receipt, the Contractor or the Union may submit the grievance in writing within ten (10) business days to the standing impartial arbitrator, Tom Pagan or his alternate (hereinafter referred to as the "Arbitrator").

The rules of the American Arbitration Association shall govern the conduct of any arbitration hearing referenced in this Agreement. The decision of the impartial Arbitrator shall be final and binding on all parties. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and costs shall be borne by the moving party. Both parties shall be responsible for their own particular costs for advancing their respective positions under this Article.

The Arbitrator shall have the authority to make decisions only on issues presented to him or her and shall have no authority to change, amend, add to, or detract from the provisions of this Agreement. Any applicable back pay awards shall not exceed thirty (30) workdays. The Arbitrator retains jurisdiction, pending resolution of any open issues.

2. Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by mutual written consent by the parties involved at the particular step. "Business days" as used in this Article are considered to be Monday through Friday, excluding holidays.

## Grievance Resolution Process



## GENERAL SAVING CLAUSE

1. Any provisions in this Agreement which are in contravention of any Federal, State, Local, or County regulations or laws affecting all or part of the terms covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable. Nor shall it affect the operation of the remainder of the provisions of this Agreement within the limits to which such law or

regulation is applicable. The Signatory Contractors and NABTU, in consultation with the Co-Chairs of the LMCCs, will meet and enter into timely negotiations to develop new provisions to replace the provisions that were found to be invalid.

2. By joint written agreement, the Signatory Contractors and NABTU, in consultation with the Co-Chairs of the LMCCs, may amend or modify this Agreement to address new and emergent issues, which shall be binding on Contractors that executed Letters of Assent to be bound to this Agreement.

3. It is mutually agreed by the parties hereto that if any liability by Unions to this Agreement should arise, such liability shall be several and not joint. The parties to this Agreement hold harmless and indemnify the LMCC Facilitators, the LMCC Co-Chairs and the Agreement Administrator in the exercise of their duties.

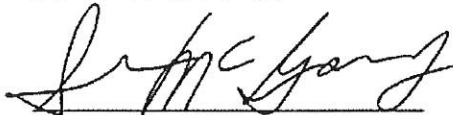
4. If, during the term of this Agreement, any signatory Union grants more favorable terms and conditions and/or cost saving provisions to other employers and contractors for similar type work or projects, then Contractors bound to this Agreement shall immediately be extended the more favorable terms and conditions. The Contractor shall advise the applicable LMCC Co-Chairs and the Council Administrator in writing of such extension.

#### TERM OF THE AGREEMENT

This Agreement shall be in full force and effect from August 1, 2017, through July 31, 2020, and shall continue from year to year thereafter unless sixty (60) days' notice of termination is given by either NABTU or a Signatory Contractor.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

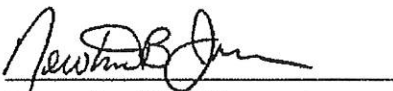
#### FOR THE UNIONS:



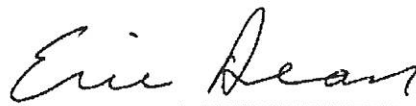
President  
North America's Building Trades  
Unions



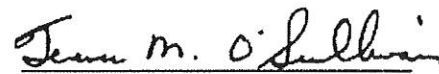
General President  
International Association of  
Heat & Frost Insulators & Allied Workers



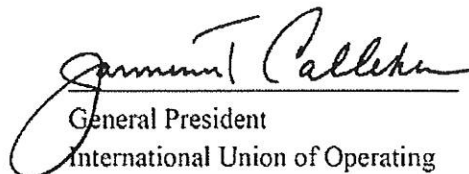
International President  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers, & Helpers



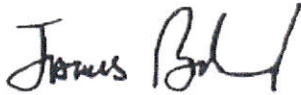
General President  
International Association of Bridge,  
Structural, Ornamental and Reinforcing  
Iron Workers



General President  
Laborers' International Union of  
North America



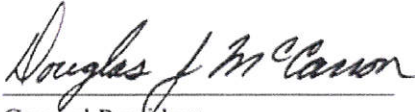
General President  
International Union of Operating  
Engineers



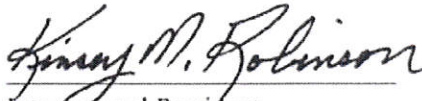
President  
International Union of Bricklayers  
And Allied Craftworkers



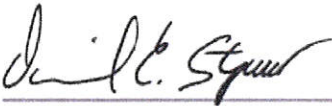
General President  
International Union of Painters  
and Allied Trades



General President  
United Brotherhood of Carpenters  
& Joiners of America



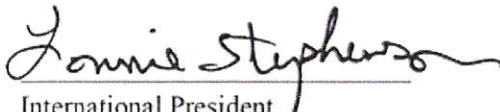
International President  
United Union of Roofers,  
Waterproofers and Allied Workers



General President  
Operative Plasterers' & Cement Masons'  
International Association



General President  
International Association of Sheet Metal Air  
Rail & Transportation Workers

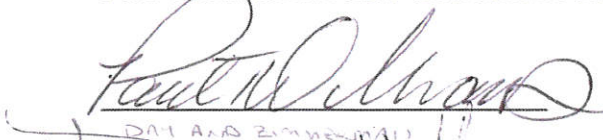
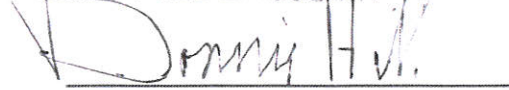
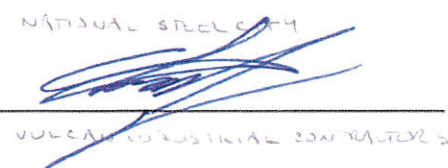
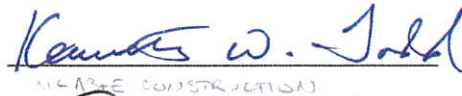
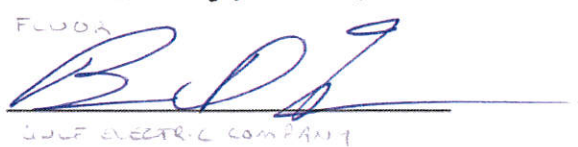


International President  
International Brotherhood of Electrical  
Workers



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

**FOR THE SIGNATORY CONTRACTORS:**

  
DAY AND BROWN  
NATIONAL SHELCH  
VULCAN INDUSTRIAL CONTRACTORS  
NEARBY CONSTRUCTION  
FLUOR  
GULF ELECTRIC COMPANY

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## **ALABAMA/GEORGIA ADDENDUM**

Covering designated Power Generation Facilities within Alabama Power Company,  
Georgia Power Company and Southern Nuclear Company

## COVENANTS

Whereas, the Contractor is engaged in the business of power plant maintenance, repair, and renovation (as defined in Articles V and VI) and certain environmental retro-fit work and this work is of importance to the Unions herein listed, and it being recognized that there is an essential difference in conditions required to perform this type of work, the Unions herein listed and the Contractor wish to enter into an agreement for their mutual benefit covering work of this nature;

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

Whereas, the Contractor has employed and now employs members of the Unions and the Contractor has a commitment and/or contract from the owner for maintenance, repair, and renovation work recognized by the Unions as being within the jurisdiction of said Unions, subject to the applicable state LMCC policies and criteria;

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

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

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

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

## ARTICLE I INTENTS AND PURPOSES

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

2. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Unions during the term of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent, in writing, of the Signatory Contractors and NABTU, in consultation with the Co-Chairs of the LMCCs, subject to the policies and criteria established pursuant to this Agreement.

3. Any craft not party to this Agreement will not receive any benefits or conditions other than those outlined in this Agreement. The trades party hereto agree that they will not support in any manner, pressure or request the Employer to use unsigned crafts on the job and will perform the work of that craft if requested to do so by the Employer. The Owner has the right to

contract the work of an unsigned Union utilizing Contractor and employees of his choice.

## ARTICLE II MANAGEMENT RIGHTS

1. The Unions understand that the Contractor is responsible for performing the work required by the Owner. Therefore, the Contractor has the complete authority and right to:
  - (a) Plan, direct, and control the operation of all his work.
  - (b) Decide the number of employees required, with due consideration to the proper craft classification thereof.
  - (c) Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. After the foreman and steward have been designated, the Contractor shall have the right to select seven (7) craftsmen from among the top 90% of the currently available applicants registered on the Local Union's primary out-of-work list. The next five (5) craftsmen shall be referred from the current out-of-work list in keeping with the referral rules. The next two (2) craftsmen may be selected by the Contractor from the top 90% of the primary out-of-work list with the following five (5) craftsmen being dispatched from the current out-of-work list, and predicated upon job requirements, this ratio shall be maintained when hiring additional craftsmen. However, if the job will require ten or less craftsmen from the affected craft, the Contractor may call by name for no more than 50% of the actual number of craftsmen needed as key employees from the top 90% of the currently available applicants registered on the Local Union's primary out-of-work list. The Contractor may hire key employees by name who have special skills or who have previous contract maintenance experience with said Contractor within the previous six (6) months.
  - (d) Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased, without restriction or limitations. This would apply to Contractors having more than one maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.
    - (1.) A Contractor may transfer employees working under the terms of another agreement, i.e., (project or new construction), at the same location (plant site) to a job covered by this Agreement at the same location. Only employees selected to transfer shall be transferred back to their original employment.When the Contractor determines that employees are to be transferred, he shall immediately notify the appropriate Local Union(s). In the event the Contractor is not otherwise bound to this Agreement, the Contractor shall immediately make the necessary arrangements to sign a Letter of Assent to this Agreement.
  - (e) Determine work methods and procedures.
  - (f) Determine the need and number of foremen, name the foremen, and require the foremen to work with their tools when, in the Contractor's opinion, this is advisable. The Contractor shall provide adequate and competent direct

supervision on the job.

- (g) Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with the Agreement.
  - (h) Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely.
  - (i) Discharge, suspend, or discipline employees for proper cause, or to reject any applicant referred by the Union for a lawful or non-discriminatory reason. In the event the Contractor does reject the job applicant, the applicant's status on the craft's out-of- work list shall not be affected.
2. The Contractor may, if it so desires, maintain a variety of skills within its group of employees in order to be prepared with skills and/or supervision for any type of work that may arise. The Unions and the Contractors agree to man any work clearly defined and separately performed from in-plant personnel.
  3. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. This is not to be construed under regular operating conditions as a Contractor's prerogative to assign workers out of their regular skill classifications. However, it is understood that strict adherence to craft jurisdictional lines does not lend itself, in all cases, to economy and efficiency of the job. Therefore, this Addendum allows Contractors more flexibility to establish composite crews and make assignments based on the most efficient way to perform the work. Employees will also cooperate with and follow directions of Owner Representatives in case of emergency, as required by the Contractor. Contractors' employees shall not, except in emergencies, work in mixed crews with client in-plant maintenance employees.
  4. 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 loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, way 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 which limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor saving devices.
  5. It is understood by the Contractor and agreed to by the Unions that the employees of the Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.
  6. Questions arising over the application and intent of this Addendum are subject to review by the applicable state LMCC to determine whether or not there has been exploitation of stipulated prerogatives.



### ARTICLE III UNION SECURITY AND REFERRAL

1. The Contractor agrees that it will, when requested by the appropriate Union, deduct from the gross wages of each employee, who is at the time a member of the Union or has made application to become a member of the Union, current Union dues and any voluntary deductions for charitable contributions which are sponsored or supported by the Union representing the employee. The deductions shall be made by the Contractor upon presentation of a proper legal payroll deduction authorization for each such type of payment, signed by the employee, and requesting such deduction be made. The deductions made shall be remitted monthly in the following month to the respective Local Unions.
2. For all projects, modifications, and maintenance work performed by Contractors at plants and industrial facilities covered by this Agreement that are within the state of Alabama, the Contractors (at any tier) agree to deduct \$0.10 per hour worked on the defined projects from the paycheck of each of its employees covered by this Agreement, provided that the employees have executed proper written authorization for such deduction payable to the Alabama State Building and Construction Trades Council. For all projects, modifications, and maintenance work performed by Contractors at plants and industrial facilities covered by this Agreement that are within the state of Georgia, the Contractors (at any tier) agree to deduct the cents per hour amount designated by the Georgia State Building and Construction Trades Council for work performed on the defined projects from the paycheck of each of its employees covered by this Agreement, provided that the employees have executed proper written authorization for such deduction payable to the Georgia State Building and Construction Trades Council.
3. The deduction remittance shall be paid on a monthly basis no later than the fifteenth (15<sup>th</sup>) of each month following the calendar month in which the authorized deductions were made. Such deductions shall be specified as a deduction from the base hourly rate.
4. The Unions are recognized by the Contractor as a source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria uniformly applied to any maintenance project in the area.
5. Plant maintenance, repair, and renovation that the Contractor performs involve operating units that in all cases must be kept running. This situation means that some of the work is of an emergency nature and, therefore, will require at times the acceptance of extreme fluctuations in the labor demand. The Unions, by this Agreement, completely understand the necessity for these extremes and agree to make every effort to fulfill the manpower requirements of the Contractor. The International Unions involved agree that a Contractor, once having requested craftsmen from a Local Union, may temporarily assign craftsmen already on site from one or more other crafts to assist the assigned craft in performing the work until the Local Union having jurisdiction has complied with the request for craftsmen. Once the Local Union

has furnished the requested craftsmen, the substitute craftsmen will be replaced by the craftsmen to whom the jurisdiction belongs. This craft-interchange will be ad-hoc in nature and will in no way set precedent for jurisdictional assignments by the Contractor.

6. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirement within twenty-four (24) hours, emergencies excluded. In the event that the Local Union cannot furnish the numbers of qualified, skilled craftsmen as requested, the Contractor has the right to hire qualified craftsmen from other Local Unions subject to the hired craft's local wage and fringe benefit package.
7. The Contractor agrees to be bound by the hiring practices in the Local area not inconsistent with the terms of this Agreement.
8. On nuclear facilities, it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the Owner's security requirements not inconsistent with State and Federal laws.  
This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any section of this Agreement.  
A Contractor employing craftsmen who are required to have NRC clearance may request referral of craftsmen who have currently active NRC clearance irrespective of their place on the out-of-work list.
9. It is agreed that on any maintenance project, at the Contractor's discretion, a ratio of at least one (1) apprentice, or helper, or trainee, or sub-journeyman for every one (1) journeyman may be maintained. (See Appendix D for more specific details by craft). In the event that the Local Unions cannot supply apprentices, helpers, trainees, or sub-journeymen as required, the Contractor may hire from any source available to achieve the minimum ratio set forth above.  
Recognizing the need to maintain continuing support of apprenticeship and similar training programs in the construction industry, the Contractor will, to the extent permitted by job conditions, employ apprentices, or helpers, or trainees, or sub-journeymen to perform work which is performed by his craft and which is within his capabilities.
10. The Contractor will make every effort to utilize and the Union will make every effort to supply the ratios referenced above in order to effectuate the cost benefits necessary for our customers.
11. The Union will implement and enforce their respective "Code of Excellence" or "Code of Conduct" programs.

## **ARTICLE IV NON-DISCRIMINATION & WORKPLACE HARASSMENT POLICY**

The Contractors and Unions strongly reaffirm our joint commitment to maintaining a productive workplace that is free of all discrimination and all acts, expressions, or behaviors that constitute harassment of any individuals for any reason.

The workforce referred by our participant Unions for employment by our participant Contractors is highly skilled and is comprised of a diverse group of individuals with differences relative to race, color, sex, national origin, age, disability, and religion. Our joint commitment to work together in a good faith collective bargaining relationship includes a responsibility to work together in harmony regardless of our social diversities.

The Contractors and Unions will not tolerate any discrimination or harassment including physical or verbal acts that are offensive or show hostility or discrimination toward other individuals because of race, color, sex, national origin, age, disability, or religion. Prohibited misconduct includes, but is not limited to, epithets, slurs, negative stereotyping, threats, intimidations, hostile acts, or written or graphic material representations intended to disparage another individual for any reason.

Through this policy statement the Contractors and Unions are strongly reaffirming our commitment to a non-discrimination and harassment-free workplace. We will work together to insure that any violations of this code of behavior are met with the strictest means of rebuke and penalization allowed by employment law and by our Union constitutions.

## **ARTICLE V SCOPE OF WORK**

1. This Agreement covers only that work assigned by the Owner to the Contractors and performed by the employees of the Contractors covered by this Agreement.
2. This Agreement does not cover work performed by the Contractor of a new construction nature or certain environmental retro-fit work as defined by Appendix G.
3. The parties define the scope of the Agreement and this Addendum to include all maintenance and repair work inside the confines of the plant that pertains to the production of electricity including certain environmental retro-fit work defined in Appendix G. The Owners, at their option, may exclude maintenance, repairs, and renovation to the administration buildings, warehouse facilities, cafeterias, guard shacks, landscaping and other similar type commercial work.

The Owners may exclude specialty jobs or any jobs from the Agreement in situations where a sufficient number of Contractors cannot be identified to submit competitive bids. The Owners shall notify the Agreement Administrator and the Co-Chairs of the applicable state LMCC prior to excluding such work from the Agreement.

4. The Unions and the Contractor understand that the Owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project, with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.
5. It is further agreed that at the implementation of a new project or any major change in scope of an existing project, notification will be given in writing to the applicable state LMCC. It is mandatory that each Contractor conduct pre-job conferences with all crafts to discuss the job if the project exceeds \$100,000 in value. It is also mandatory that the pre-job conference will follow the agenda as presented in Appendix H. Every effort will be made to have an Owner representative present at the pre-job conference.

Each Contractor shall provide the applicable state LMCC with the following information on all jobs on which the Agreement and this Addendum is implemented:

- (a) Location of job site
- (b) Approximate starting time and duration
- (c) Type of job
- (d) Approximate manpower requirements by craft or trade. Each Local Union having work involved should get notice as soon as practicable so that manpower requirements can be met promptly and efficiently.

## **ARTICLE VI DEFINITIONS**

1. Maintenance shall be work performed for the repair, replacement, renovation, revamp, and upkeep of property, machinery, and equipment within the limits of the plant property or other locations related directly thereto.
2. The word "repair," used within the terms of this Agreement and in connection with maintenance, is work required to restore, by replacement of parts, existing facilities to efficient operating conditions.
3. The word "renovation," used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore, by replacement or revamping parts, existing facilities to efficient operating conditions.
4. The term "existing facilities," used within the terms of this Agreement, is limited to a constructed unit already completed, and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.
5. The word "replacement," used within the terms of this Agreement and in

connection with maintenance, is work required to add to, supplement, or efficiently update existing facilities.

6. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the applicable state LMCC for resolution.

## **ARTICLE VII GRIEVANCE PROCEDURE**

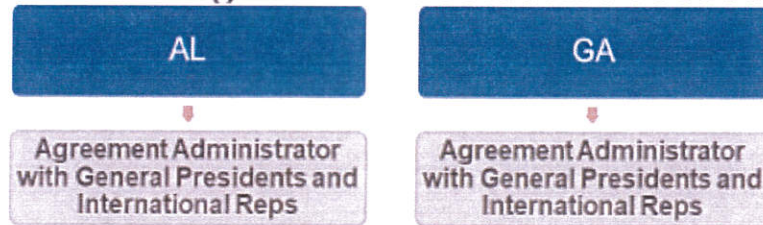
The grievance procedure is set forth in the first section of this Agreement and is incorporated by reference into this Addendum.

## **ARTICLE VIII WORK ASSIGNMENTS**

1. The signatories to this Agreement agree that work assignments shall be made in accordance with Craft Agreements and Decisions of Record. However, it is understood that strict adherence to craft jurisdictional lines does not lend itself in all cases to economy and efficiency of the job. Therefore, this Agreement allows Contractors more flexibility to establish composite crews and make assignments based on the most efficient way to perform the work.
2. Since presently established jurisdictional dispute settlement procedures are not applicable to the work covered by this Agreement, any disputes arising from such assignments shall be referred to the Agreement Administrator, who shall work in conjunction with the respective General Presidents or their designees as needed for resolution, without interruption in efficient and continuous maintenance of the client's plant facilities. It is understood, however, that project maintenance conditions do not always justify rigid adherence to craft lines, which does not in itself establish precedence or change the jurisdiction of the crafts involved.
3. The International Unions involved agree that, upon request, International Representatives shall be assigned without delay and attempt a project settlement in the event of questions on assignments.
4. The Contractor agrees that he shall abide by such agreements reached by and with International Union Representatives.



## Work Assignment Resolution Process



### ARTICLE IX CRAFT STEWARDS

1. The Unions shall have the right to designate a journeyman working on the job as a steward. The Union shall, in writing, notify the Contractor as to the identity of the designated steward. In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances. The steward shall discuss and assist in the adjustment of grievances with the employee's appropriate supervisor. The Contractor shall not discriminate against the steward nor afford him/her preferential treatment.

2. The steward shall not leave his/her work area without first notifying his/her appropriate supervisor or foreman as to his/her intent, the reason thereof, where he/she can be reached, and gaining his/her supervisor's/foreman's approval.

The steward shall, in addition to his/her work as a journeyman, be permitted to perform during working hours such of his/her normal Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward shall receive his/her regular craft's rate of pay. The steward's duties shall not include any matters relating to hiring, assignment, termination, discipline of employees, or other supervisory functions over which the Contractor retains sole control. The Contractor agrees to notify the Union representative prior to termination of a steward.

### ARTICLE X LOCAL UNION REPRESENTATIVES

1. Officials of any Unions shall be provided access to projects covered by this Agreement. Requested visits shall be arranged through the Contractor, in keeping with the Owner's uniform rules of safety and security, as expeditiously as possible. Each Local Union shall designate one (1) official as its representative and so inform the Contractor.
2. If relations between the Local Union Representative and the Contractor become non-cooperative, the Contractor or Union may request, in writing, the applicable state LMCC to investigate the circumstances and take the necessary action to keep this

Agreement enforced in good faith. Continuing problems will be resolved by the LMCC and the Contractor's representatives.

## ARTICLE XI WAGE RATES AND PAYDAY

1. Wage rates shall be 100% of the base wage rates, excluding fringe benefits, as established for similar industrial maintenance work in any Local or Area agreement. Should a dispute arise as to the applicable wage rate, the dispute shall be resolved as outlined in Appendix D, paragraph III.
2. Fringe benefits as negotiated in Local or Area agreements shall be paid in addition to specified wage rates. This includes welfare funds, pension funds, and other monetary funds. Construction Industry Funds paid without prior approval of the owner shall not be reimbursed.
3. For purposes of this Agreement, wage premiums established under Local and/or National agreements affecting maintenance, repair, or renovation work, such as hazard pay, acid pay, high or low work, and other similar premiums, shall not be applicable.  
Under the terms of this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee.

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

4. Wages will be paid weekly, the payroll period to close so that no more than three (3) days will be held back, and payments to be made before the end of the employee's shift.
5. When employees are laid off or terminated during regular business hours, they shall be paid all wages due. Employees who are laid off or terminated during non-regular business hours (nights, weekends, holidays, etc.) shall have the final paycheck mailed to their last address of record. The mail must be postmarked by the close of the first regular business day. Final paychecks, under these circumstances only, will have two (2) hours of straight time added to the check. Failure to mail the final paycheck by the close of business (COB) on the next regular business day will result in a four (4) hour, straight-time penalty being added to the final paycheck.

**ARTICLE XII**  
**TWENTY-FOUR HOUR RULE AND MEAL ALLOWANCE**

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

When an employee is required to work more than four (4) hours of unscheduled overtime beyond his/her regularly scheduled shift, the Contractor will either arrange to have him/her receive one (1) meal, or give him/her \$12.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.

**ARTICLE XIII**  
**DAY WORK SCHEDULES**

1. A day shall be defined as a 24-hour period beginning at the scheduled starting time of the day shift. An employee's base rate and any premium pay are calculated on the basis of that day of work only, without regard to clock or calendar changes. A week shall be defined as seven (7) consecutive days beginning with the starting time of the Monday day shift.

The standard work day shall be an established consecutive eight (8) hour period between the hours of 6:00 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.

These working hours may be changed by the Contractor according to requirements of the job by giving three (3) days' notice to the Union, and shall not be changed for five (5) days except by agreement between the Contractor and the Union.

2. All time after eight (8) hours, Monday through Friday, and all time on Saturday, Sunday, and holidays shall be paid at the rate of time-and-one-half as governed by the Mandatory-Eight policy of required straight-time work attendance contained in Appendix B of this Agreement.
3. When so elected by the Contractor, it may establish a normal work week consisting of four (4) ten-hour (10-hour) days exclusive of one-half hour (½ hour) unpaid meal period, Monday through Thursday inclusive. The Contractor may establish a second shift consisting of ten (10) hours, including a thirty (30) minute paid meal period. When working two (2) shifts, the first shift shall commence between the hours of 6:00 a.m. and 8:00 a.m. The second shift shall commence within a period of time not to exceed three and one-half (3½) hours upon expiration of the first shift. In the event of inclement weather during the period Monday through Thursday, or any other circumstances that prevent the performance of work, Friday may be used as a make-up day. The first ten (10) hours worked on each scheduled day, or up to ten (10) hours on a make-up day shall be at straight time. When the Contractor utilizes the make-up day, the scheduled work day shall be no less than ten (10) hours. The Contractor can

change from one schedule to another, subject to a limitation that he will give the Union at least three (3) calendar days' notice of such change.

4. When so elected by the Contractor, a rolling four-ten (4-10) schedule may be established. Under this operation, the day shift work force is organized into two teams. The "A" team works four (4) consecutive ten (10) hour days. On the fifth (5th) day, the "B" team continues the work activities for four (4) consecutive ten (10) hour days. On the ninth (9th) day, the "A" team returns to work to continue the construction activities. The four (4) day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for a second shift. If two shifts are established, they shall be consecutive.
  - (a) In this arrangement, the normal workday for all employees shall be ten (10) consecutive hours of work, exclusive of a one-half (1/2) hour non-paid lunch period.
  - (b) The workday for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement, the day shift shall be worked between the hours of 6:00 a.m. and 6:00 p.m.
  - (c) When work is performed under the rolling four-tens (4-10's) schedule, the first eight (8) hours of each day shall be paid at the basic straight-time hourly wage rate. All hours beyond eight (8) per day shall be paid at the rate of one and one-half (1½) times the basic straight-time hourly wage rate.
  - (d) If, for any reason, workers are directed to report to work the day before the first day of the four-day (4-day) work cycle, or the day after completion of their four-day (4-day) shift, they shall be paid at the rate of one and one-half (1½) times the basic straight-time hourly wage rate.
  - (e) All hours worked on recognized holidays shall be paid at one and one-half (1½) times the basic straight-time hourly wage rate.
5. The Contractor can change from one of the schedules outlined in this provision to any other, subject to the limitation that it will give the Union at least three (3) calendar days' notice of such change except in cases of an emergency nature. The rolling four-tens (4-10's) schedule may not be utilized for work/jobs running less than four (4) consecutive weeks.

**ARTICLE XIV**  
**TEMPORARY SHIFT WORK CONDITIONS**

1. When two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7½) hour basis, and the third shift shall be established on a seven (7) hour basis.

The determination of the start of multiple shifts is the prerogative of the Contractor. If necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XIII shall apply.

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

**NOTE: When two (2) long shift operations are established, the following rules shall apply:**

Example: Two long Shifts

- (a) 1st Shift: 8 hours at straight-time pay (first continuous eight hours worked\*) 3½ hours at applicable overtime rate  
(\*8½ hours including one-half (½) hour without pay which employees shall receive for lunch, subject to Article XIII)
- (b) 2nd Shift: 8 hours at 1.067 times base pay (one-half (½) hour without pay which employees shall receive for lunch).  
3½ hours at applicable overtime rate (3½ hours at 1.5 times 1.067 times base pay).

**ARTICLE XV**  
**HOLIDAYS**

1. The following six (6) days shall constitute the legal holidays within the terms of this Agreement, except mutually agreed-to changes with the Committee:  
New Year's Day,  
\*Memorial Day, Independence Day, Labor Day, \*Thanksgiving Day, and Christmas Day.

\*For Alabama Power Company only, the day after Thanksgiving Day is a holiday and Memorial Day is deleted, effective 5/79.

NOTE: Memorial Day to be as designated by the applicable Building Trades Council.

2. Holidays which do not fall on a scheduled working day shall not be observed in any form.



**ARTICLE XVI**  
**REPORTING TIME AND CALL-INS**

1. **Reporting Pay:** When an employee or new hire reports to work as normally required and is not given the opportunity to work because work is not available, and he/she has not been so notified before the completion of the previous day's work, then he/she shall be paid two (2) hours at the applicable rate provided the employee is available at his/her work station.

An employee who is put to work shall be paid for the hours actually worked but not less than two (2) hours. It shall be the Contractor's prerogative whether or not to stop the work.

If any employee refuses to start or stops work of his/her own volition, this Article shall not apply.

2. **Call-Ins:** A "call-in" shall be defined as notice given to an employee, by whatever means, to report for work outside his/her regularly scheduled shift.

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

- (a) Call-in hours worked 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. Scheduled shift hours worked are then paid at the regular rate.
- (b) When an employee is called in to work at or after the established starting time on Saturday, Sunday, his/her 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 subsection (b) above at the applicable overtime rate, but at no time shall he receive the four (4) hour guarantee more than once for any one call-in.

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

## **ARTICLE XVII TOOL ROOM**

1. The Contractor and the Unions agree that it shall be the Owner's prerogative to maintain and operate a general, centrally located tool room and warehouse. The Unions agree that the manpower required for operation of the centrally located tool room and warehouse may, at the Owner's option, be employed directly by the Contractor.
2. If it is the intention of the Contractor to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of the Agreement and this Addendum.

## **ARTICLE XVIII FIRST AID AND SAFETY**

The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor and/or Owner. These rules and regulations are to be posted at conspicuous places throughout the plant. All craftsmen referred to projects will have OSHA 10-hour training and all Contractor superintendents (the top job site person) will have OSHA 30-hour training.

## **ARTICLE XIX PROJECT RULES**

1. It is agreed that project rules and regulations will be limited to safety and security, and will be prepared and distributed among the workers on the job by the Contractor, and that such rules shall not conflict with or contravene terms of this Agreement.
2. It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including immediate discharge, subject to Article VII - Grievance Procedure.

## **ARTICLE XX PROTECTIVE LEGISLATION**

All employees covered by this Agreement shall have the protection of all applicable Federal, State and local laws.

## **ARTICLE XXI PERIODIC CONFERENCE**

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

**ARTICLE XXII  
GENERAL SAVINGS CLAUSE**

The General Savings Clause is set forth in the first section of this Agreement and is incorporated by reference into this Addendum.

**ARTICLE XXIII  
WORK STOPPAGES**

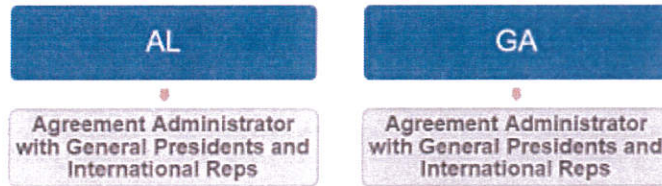
1. There shall be no strikes, work stoppages, picketing, or slowdowns by the Unions or employees against the Contractor or any other Contractor performing work on the project site which would affect the terms of this Agreement. There shall be no lockouts by the Contractor.

In the event of a contract expiration, the Union(s) will continue to work under the existing wage rates until a new contract has been ratified. There will be no retroactive pay, and the new rates will be placed into effect at the time of the new contract ratification.

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

- (a) If the Contractor contends that any Union(s) has (have) violated this Article, it will notify in writing electronically, the Agreement Administrator, advising of that fact. The Agreement Administrator will contact the General President(s) of the Union(s) involved, who will immediately instruct the Local Union(s) to cease any violation of this Article and advise the Contractor and the Agreement Administrator of the action taken.
- (b) After twenty-four (24) hours from the above-mentioned notice, if for any reason corrective action has not taken effect, the Contractor shall notify the Agreement Administrator, who will immediately institute any necessary further action. In the event said further action on the part of the Agreement Administrator becomes necessary, it is understood that the General President(s) involved pledge their full cooperation and will institute any action necessary to protect the integrity of the project.
- (c) If any of the Unions contend that the Contractor has violated this Section, such Unions, on behalf of the employee(s), will immediately notify the designated representative of the Contractor, who will immediately take any necessary steps within its means to bring about corrective action.

## Work Stoppage Resolution Process



### ARTICLE XXIV TERM OF THE AGREEMENT

The term of the Agreement is set forth in the in the first section of this Agreement and is incorporated by reference into this Addendum.

**SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT  
ALABAMA/GEORGIA ADDENDUM**

**Letter of Assent**

The undersigned Contractor (contractor or subcontractor), through its authorized officer or representative, signs this Letter of Assent (LOA) binding the Contractor to the Southern Company Maintenance and Modification Agreement, including the Alabama/Georgia Addenda and Appendices, for all assigned scope of work (SOW) executed by the signatory Contractor at plant locations in Alabama and Georgia covered by this Agreement. The Contractor acknowledges that no other collective bargaining agreements (CBAs) apply, except as may be specifically referenced in the Agreement. The undersigned Contractor agrees and accepts that the Agreement covers only that SOW assigned to the signatory Contractors and performed by their craft employees at various Southern Company plant locations. The SOW is assigned at the sole discretion of the Owner/customer or others who are not signatory parties to the Agreement. The signatory Contractor exercises no control regarding SOW decisions by the Owner or others not signatory to the Agreement.

The undersigned agrees to participate and support the applicable Alabama/Georgia Labor Management Cooperation Committee (LMCC)) that is established to promote labor/management harmony, administer the Agreement, and resolve any disputes at the local area level. Furthermore, the undersigned agrees to comply with all subsequent decisions, directives, and/or rulings that may be issued or addressed by the LMCC and/or the Agreement Administrator. The undersigned holds harmless the applicable Alabama/Georgia LMCC Facilitator as well as the LMCC Co-Chairs and the Agreement Administrator.

**Signatory Contractor:**

\_\_\_\_\_  
Name of Company *(Please Print)*

**Federal Tax ID:**

\_\_\_\_\_

**Authorized Representative:**

\_\_\_\_\_  
Name *(Please Print)*

\_\_\_\_\_  
Signature *(Blue ink only)*

\_\_\_\_\_  
Title *(please print)*

\_\_\_\_\_  
Cell Phone Number

**Date:**

\_\_\_\_\_

**SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT  
ALABAMA/GEORGIA ADDENDUM**

**APPENDIX A**

**SOUTHERN NUCLEAR CRAFT WAGE & BENEFIT RATES**

Wage and Benefit rates for Southern Nuclear Company shall be 100% of the negotiated wage and benefit package. Craftsmen are expected to pre-qualify prior to going to work for access to a nuclear plant. If the prospective craftsman passes all tests (i.e. background, security, drug screening, etc.) and reports to work at the appropriate time he/she shall receive eight (8) hours straight time pay as compensation for all testing. The craftsman would also receive the eight (8) hours straight time pay if he/she passes all tests and the scheduled job is cancelled.



**SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT  
ALABAMA/GEORGIA ADDENDUM**

**APPENDIX B**

**MANDATORY-EIGHT STRAIGHT-TIME ATTENDANCE POLICY**

- I. A Mandatory-Eight policy of required straight-time work attendance is established as follows for the purpose of curtailing absenteeism and tardiness. It is not intended to make-up straight-time hours missed due to weather interruptions or interruptions due to job-site circumstances that have caused the lost time.
- II. Monday through Friday straight-time hours will constitute the mandatory hours a worker must work in order to receive overtime pay during scheduled overtime. If a worker misses any of the mandatory straight-time hours, the worker will work the next scheduled overtime hours at straight-time until the hours missed are made up. If the worker misses time during the payroll period, and there are not enough overtime hours left during that payroll period to make-up the straight-time hours, the overtime hours worked earlier in that payroll period will be converted to straight-time hours until the lost straight-time hours are made up.
  - A. In the event the straight time hours are the first eight (8) hours worked during the shift, the next scheduled overtime hours will constitute the straight-time make-up period.
  - B. In the event the straight-time hours are the first ten (10) hours worked, as in a 4-10's schedule, the next scheduled overtime hours will constitute the straight-time make-up period.
  - C. In the event that overtime is not previously scheduled, but is required as a matter of circumstance, the employee will work those hours at the appropriate overtime rate.
  - D. This policy will be applied to all late arrivals and early quits of a full one (1) hour or more, or absences, with the following exceptions:
    1. A worker who notifies the Contractor in advance of his intended absence and returns to the job site with a written doctor's excuse for the absence will resume his schedule without penalty.
    2. A worker who is late, absent, or quits early because of requirements to serve on a jury, participate in a National Guard or military reserve activity, or other such similar requirements, and returns to the job site with a written excuse from the institution that required his absence,

will resume his schedule without penalty.

3. A worker who notifies the Contractor in advance of his intended absence due to an immediate family member's need for assistance in seeking medical attention, or due to a family member's death, and who returns to the job site with a written doctor's assurance that said family member was treated as described, or was deceased, and that the worker missed work because of this, will resume his schedule without penalty.
4. A worker who receives authorization from the Contractor in advance for time to take care of personal business will resume his schedule without penalty.

- III. The Contractor will apply the conditions listed from II. D1 through 4 without deviation, to all employees covered by this Agreement. (See Appendix F for Absenteeism Policy)
- IV. Should there be an error in time-keeping which results in an unintended payment of overtime pay to an individual who should not have received that pay because of lost straight-time hours, and the pay period has ended, the employee will work the next scheduled overtime hours at straight-time to make up the lost time in the previous pay period. If the employee has left the job, there will be no further requirement for repayment of that money.
- V. Should there be an error in time-keeping which results in an unintended conversion of overtime hours worked by an individual to straight-time hours, the employee will be reimbursed the appropriate amount immediately.
- VI. Chronic late arrivals, early quits, or absences will be dealt with through the Contractor's disciplinary policies. (See Appendix F for Absenteeism Policy)

**SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT  
ALABAMA/GEORGIA ADDENDUM**

**APPENDIX C**

**DRUG & ALCOHOL ABUSE POLICY**

**I. PURPOSE**

- A. The Unions and the Contractors are committed to protecting the health and safety of individual employees, their coworkers, the client, and the public at large from the hazards caused by the misuse of drugs and alcohol. The safety of all parties dictates that employees not be permitted to perform their duties while under the influence of alcohol or drugs.
- B. Further, the Unions and the Contractors recognize the special requirements for nuclear plants imposed by the Nuclear Regulatory Commission codified in 10 C.F.R. 26, effective July 7, 1989. Accordingly, the LMCCs hereby adopt the Fitness for Duty Contractor Program Requirements as published by Southern Company Services.

**II. PROHIBITED SUBSTANCES**

The use, possession, concealment, transportation, promotion, or sale of the following items or substances is strictly prohibited from Company premises. These items include:

- A. Illegal drugs, controlled substances (including trace amounts), look-alikes and designer drugs
- B. Alcoholic beverages
- C. Drug paraphernalia
- D. Unauthorized prescription drugs

Employees who violate these points and principles shall be subject to discipline up to and including immediate discharge.

**III. CONDITIONS FOR TESTING**

- A. The policy includes pre-employment testing, reasonable cause testing, post-accident testing, and random testing. For pre-employment testing, applicants referred for employment shall be considered probationary employees until such time as the test results are known.

B. The policy includes testing under the following circumstances:

1. Pre-employment testing.
2. When an employee reports to work and there is reasonable cause to believe the employee is under the influence or impaired by drugs or alcohol. "Reasonable cause" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the person is using drugs or alcohol. All such incidents shall be recorded in writing.
3. When an employee or person is found in possession of suspected illicit or unauthorized drugs, alcohol, or prohibited paraphernalia, or when any of these items are found in an area controlled or used as access by said person(s).
4. Employees involved in on-the-job accidents will be tested (unless it can be readily determined by on-site authority that the accident was solely due to equipment failure).
5. Random testing.

#### IV. TESTING PROCEDURES

- A. Approved industry standard testing procedures will be utilized for initial testing. Confirmation testing will be conducted by an approved independent certified laboratory utilizing equipment and procedures meeting the highest standards as recognized within the drug testing industry. The following are the stipulated minimum cut-off levels of intoxicants, drug metabolites, and alcohol for the initial and confirmation tests:

	Initial Test Level	Confirmation Test Level
Alcohol	.02%	.02%
Marijuana Metabolite	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Morphine and/or Codeine	2000 ng/ml*	2000 ng/ml*
Phencyclidine (PCP) and/or Metabolites	25 ng/ml	25 ng/ml
Amphetamine and/or Methamphetamine	1000 ng/ml	500 ng/ml
Oxazepam and/or other Benzodiazepine or Metabolite	300 ng/ml	150 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Methadone and/or Metabolite	300 ng/ml	300 ng/ml

\* The test level for this drug is 300 ng/ml for nuclear plants.

- B. The Contractors and the Unions will do everything in their power to insure the even-handed application of this policy. All employees' rights under Article VII,

Grievance Procedure shall apply to this policy.

- C. The Parties are committed to securing a safe, drug-free workplace with the greatest commitment to safety and the least interference in the employee's private lives.

#### **V. ENTITLEMENT TO PAY / SUSPENSION / TERMINATION**

- A. When an employee is tested, the Company shall have the prerogative to allow the individual to return to work or be temporarily suspended pending the outcome of the test.
- B. If the screening or the confirmation test is negative, the employee will be compensated for the time lost, if any, up to 8 hours per day for a maximum of up to 5 days (3 week days and Saturday and Sunday if applicable) at straight time pay or until put to work, whichever is less, and no disciplinary action will be taken.
- C. If the screening and confirmation test results are positive, the employee will be terminated with no compensation for time lost.
- D. Any refusal for drug testing or tampering or adulteration of a specimen will be considered the same as a positive drug test result. Failure to provide a specimen within a two (2) hour time limit without a plausible explanation will be considered the same as a positive drug test result.
- E. The use, being under the influence of, or possession of alcoholic beverages or unlawful drugs (including prescription medicine except as described below, marijuana and narcotics) on the property. Possession or use of a prescription medicine shall not be prohibited if the employee,
  - (1) notifies his or her supervisor that such medicine has been prescribed, (2) uses such medicine in accordance with instructions of his or her physician, and (3) furnishes a physician's statement that the use of such prescription medicine will not impair the employee's safe and efficient performance on the job.

**SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT  
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**APPENDIX D**

**MANDATORY RATIO REFERRAL**

- I. In an effort to maintain each craft's wages and benefits at the rates properly negotiated in their Local or Area agreements, and to reduce labor crew cost, the Contractors and Unions agree to implement a Mandatory Ratio Referral (MRR) procedure involving Craft Journeymen, Apprentices, Sub-journeymen, Helper-Trainees, Helpers, and/or any other craft classification, as defined by a participating craft. The approach to labor cost reduction revolves around ratios so that the average crew cost will be reduced. The ratios are to be used on all work where it is appropriate to use lesser skilled workers. Some work can only be performed by journeymen. The following are the crafts' ratios:
  - A. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers crew ratio will be two journeymen, one apprentice and one sub- journeyman. The target cost reduction (calculated based on the above crew ratio) is approximately \$5.30 per hour as compared to the full journeyman rate package.
  - B. The crew ratio for all other crafts will be one journeyman and one apprentice or sub- journeyman.
- II. Under the MRR, the appropriate classifications in each craft will receive the following wage and benefit rates:
  - A. The Journeymen in each eligible craft will receive 100% of their properly negotiated wage and benefit rates as approved or modified by the applicable state LMCC.
  - B. Apprentices will receive their appropriate percentage under the craft's agreement based on 100% of the approved Journeyman's wage and benefit rates.
  - C. Sub-journeymen, Helper-Trainees, Helpers, and/or other entry level craft classifications will receive the wage and benefit rates in accordance with the following:
    1. These classifications should maintain average package rates at no more than sixty percent (60%) of the Journeyman's package rate



based on an average of the highest rate in the classification and the lowest rate in the classification.

2. If a craft does not have an appropriate entry level classification other than Apprentice currently negotiated into their collective bargaining agreement, the Contractor and the craft may establish the classification and wage and benefit rates under the this Agreement - on a job by job basis or for the term of the current Agreement.

III. The applicable state LMCC shall establish a Wage & Benefit Review Committee consisting of three (3) Contractor representatives and three (3) Labor representatives appointed by the LMCC Co-Chairs.

- A. The Wage & Benefit Review Committee shall have the authority to approve or modify the wage and benefit rate submitted to the committee by each craft. Multi-year agreements may be acted upon by the committee for the term of the rates submitted.
- B. The committee will take into consideration several factors when making its decision:
  1. Wage and benefit rates for the craft in effect or recently used on similar Power House or Pulp & Paper maintenance work in the geographic jurisdiction of the craft submitting the rates. These should be submitted by the craft with appropriate documentation at the time of the rate review request.
  2. A history of the craft's wage and benefit rates if made available to the committee by the craft submitting rates for approval.
  3. Changes in the CPI-U index for the Southeastern States Region as defined by the index.
  4. Average wage and benefit increases for the craft in the region.
  5. The collective bargaining relationship of the Contractor(s) and craft.
  6. The committee may request other information or documentation from the craft as it deems necessary.
- C. The craft may appeal the committee's decision to the LMCC. Any decision by the LMCC to alter the rates set by the Wage & Benefit Review Committee will

go into effect at the next full payroll period after the LMCC's decision.

- D. The Wage & Benefit Review Committee will interface with the appropriate Owner representatives to discuss changes in the rates.
- E. The effective date of any newly negotiated Local or Area wage rates or benefits shall be the date established by the negotiating committee unless objected to by other Contractors working under this Agreement. If an objection is raised as to the appropriateness of any such wage or benefit increase, the new wages or benefits shall not go into effect until reviewed by the Wage & Benefit Review Committee as outlined above.

If the newly negotiated wage and benefit package is subsequently approved by the Wage & Benefit Review Committee, the effective date of any increase shall be retroactive to the date established by the Local or Area agreement. If the newly negotiated wage and benefit package is disapproved by the Wage and Benefit Review Committee, the new rates shall not go into effect and further negotiations will be required.

#### **IV. MANDATORY RATIO REFERRAL OF JOURNEYMEN, APPRENTICES, AND OTHER CLASSIFICATIONS WILL BE AS FOLLOWS:**

- A. Apprentices, Sub-journeymen, Helper-Trainees, Helpers, and/or other craft entry level classifications will be requested by the Contractor, and referred to the job by the Local, on a one (1) to one (1) Journeyman ratio for all crafts except Boilermakers. The ratio for Boilermakers will be two (2) Journeymen, one (1) Apprentice, and one (1) Sub-journeyman. Apprentices, Sub-journeymen, Helper-Trainees, Helpers, and/or other craft entry level classifications will be assigned to work with Journeymen on skilled work where possible to better learn the trade.
- B. The ratios established for each job will be maintained by the Contractor throughout the referral, operational, and lay-off phases of the job such that the composite hourly wage and benefit rates will not exceed the craft target rates.
- C. Higher ratios may be worked out between the Contractor and each craft depending on the scope of work involved where practical and mutually agreeable.

#### **V. JOB PLANNING FOR THE APPROPRIATE CREW MIX RATIOS WILL BE ESTABLISHED AS FOLLOWS:**

- A. The crafts and the Contractor will meet in advance of each project to review

the work scope and jointly work out the manning and assignment requirements for the job prior to the start-up of the project.

- B. The meeting(s) will be called by the Contractor to each craft expected to participate in the project and may be held either jointly with all crafts or individually with each craft.
  - C. It is mandatory that a pre-job conference be held with all crafts to discuss the job if the project exceeds \$100,000 in value.
  - D. A job performance review may be called within thirty (30) days of the end of the project by written notice by either the Contractor or a craft to review the project and determine what improvements may be jointly undertaken to ensure the success of future projects worked under this Appendix.
- VI. This Appendix may be modified at any time by mutual consent of the applicable state LMCC such that the needs of all parties affected by the Agreement are appropriately addressed.

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**APPENDIX E**

**CONTRACTOR SIGNATORY REQUIREMENTS**

This Agreement is a multi-craft agreement whose history of success and reliable service to those power generation customers covered by the Agreement is based upon a dynamic relationship built through a system of fairness and equality for all parties. For this relationship to continue to work in the best interest of those dependent upon the continued success of the Agreement, that balance of fairness and quality must be maintained. Therefore, any Contractor who wishes to perform work covered by this Agreement and the Alabama and/or Georgia Addenda must meet all of the requirements listed below:

- A. Only Contractors who are signatory to a recognized Local, Area, or National Labor agreement with a craft or crafts signatory to this Agreement shall have the right to sign this Agreement.
- B. The Contractor may only perform work under this Agreement that is covered by the Local, Area, or National Labor agreement for which the Contractor demonstrates a signatory relationship.
- C. The Contractor may only perform work under this Agreement within the geographic jurisdiction of the Labor agreement for which the Contractor demonstrates a signatory relationship.
- D. If a Contractor wishes to bid work outside of the geographic jurisdiction of the qualifying Labor agreement, the Contractor must first sign a recognized craft Local, Area, or National agreement that will provide the Contractor with access to that geographic region of this Agreement.
- E. The Contractor must provide a signed signature page of the recognized Labor agreement to the applicable state LMCC Co-Chairs for verification before the Contractor will be authorized to sign and participate in the Agreement.
- F. If the LMCC Co-Chairs choose not to authorize the Contractor's participation in the Agreement, the Contractor may appeal the decision to the applicable state LMCC. If any Union wishes to challenge a Contractor's participation in the Agreement, the Union will have the right to make the challenge to the applicable state LMCC. The decision of the applicable state LMCC will be final, subject to the right to appeal to the Agreement Administrator.
- G. This applies to all Contractors who wish to participate in work covered by this Agreement.

**SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT  
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**APPENDIX F**

**ABSENTEEISM POLICY**

Whenever an employee is late or absent, it is his/her responsibility to notify the Contractor's Office Manager by phone at the start of the scheduled shift. Absences are not considered excused unless written authorization is given by the Contractor's Superintendent. Any employee who exceeds the policy listed below will be terminated.

**JOB DURATION**

**ANY OCCURRENCE OF  
UNEXCUSED DAYS ABSENT,  
TARDY, OR EARLY CHECK OUT**

1 to 2 weeks  
3 to 4 weeks  
5 to 12 weeks

1 allowed  
2 allowed  
3 allowed

Note: An additional one (1) occurrence will be allowed for each continuous month period.

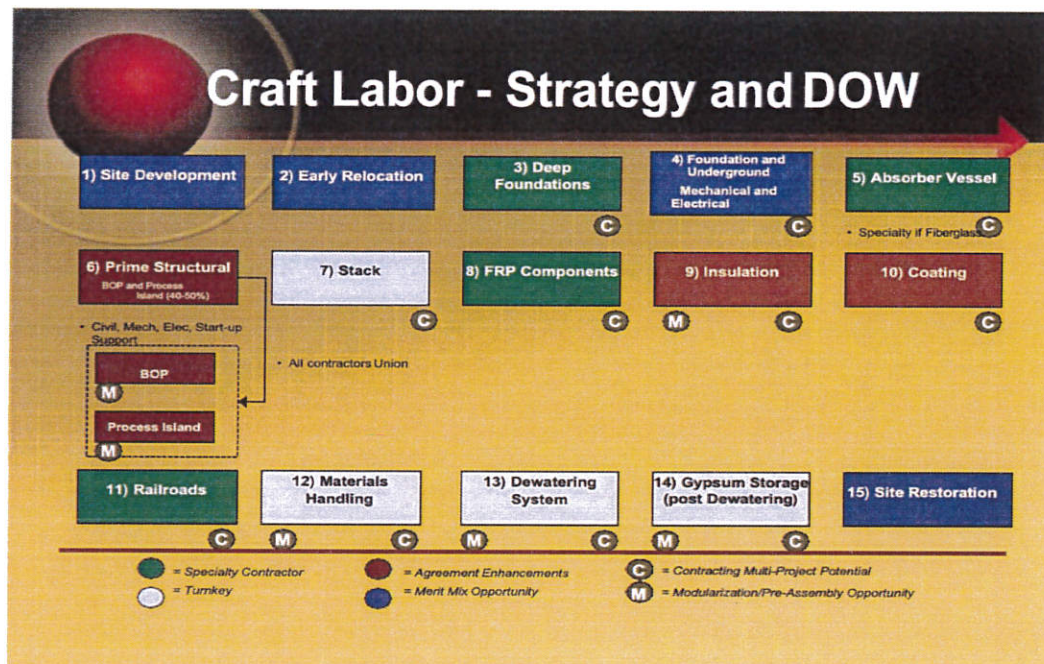
**EXCUSED ABSENCES**

- A worker who notifies the Contractor of his intended absence prior to the start of his scheduled shift and returns to the job site with a written doctor's excuse for the absence.
- A worker who notifies the Contractor at least 24 hours in advance of his intention to be late, absent, or quit early because of requirements to serve on a jury, participate in a National Guard or military Reserve activity, or other such similar requirements, and returns to the job site with a written excuse from the institution that required his absence.
- A worker who notifies the Contractor prior to the start of his shift of his intended absence due to an immediate family member's need for assistance in seeking medical attention, or due to a family member's death, and who returns to the job site with a written doctor's assurance that said family member was treated as described, or was deceased, and that the worker missed work because of this occurrence.
- A worker who receives written authorization from the Contractor's superintendent at least 24 hours in advance of his intended absence for time to take care of personal business.

# SOUTHERN COMPANY MAINTENANCE AND MODIFICATION AGREEMENT ALABAMA/GEORGIA ADDENDUM

## APPENDIX G

### DIVISION OF WORK - ENVIRONMENTAL





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**APPENDIX H**

**AGENDA ITEMS FOR PRE-JOB CONFERENCES**

**A. Call to Order**

**B. Introductions**

1. Management Representatives - Name & Title & Responsibility
2. Labor Representative - Name & Title & Organization
3. Client Representative - Name & Title

**C. Safety Progress**

1. Company Safety Organization in Detail
2. (OSHA 10 + Basic Safety Orientation)
3. Safety Procedures
4. First Aid Facilities
5. Reporting All Accidents
6. Emergency Evacuation Procedure
7. Worker Compensation Policy
8. Discussion of drug testing requirements

**D. Statement by Management**

1. Project Information
  - a. Name
  - b. Location
  - c. Type of Project, Project Scope, Approximate Man-hours, Duration, etc.
2. History of Company
3. Basic Labor Policy, National/Local Agreements, Specify Labor Agreement in Use
4. Work to be Subcontracted & Identify Subcontractors if Available
5. Require Subcontractors to Conduct Pre-Job

**E. Manpower Requirements**

1. Overall Manpower Schedule - Starting Date, Peak, Completion Date
2. Manpower Requirements by Craft - Date of Initial Hires, Peak
3. Discussion of Manpower Availability
4. Procedure for Requesting Men
5. EEO Requirements
6. Code of Excellence Required
7. Layoffs/Terminations

**F. Working Conditions**

1. Company/Owner Work Rules (distribute copies)
2. Application of Work Rules (discussion)
3. Hours of Work/Time Keeping Increments
4. Checking In & Out
5. Parking Facilities
6. Payday
7. Holidays
8. In-Plant Holidays

**G. Work Assignments**

1. Individual Work Assignments by Craft
  - a. Plans for Mark-up Session, All Drawings from which Work will be Executed

**H. Operational Matters**

1. Management Organization & Chain of Command
2. Subcontracting Plans

**I. Substance Abuse Policy**

1. Drug/Alcohol Program
2. Drug Screening Procedures and Requirements
3. EAP References, etc.

**J. KPI Measurements**

**K. General Discussion**

**L. Adjournment**