INSTRUCTIONS

AUGMENTATION PACKAGE

NOTICE TO TVA'S CONTRACT OFFICERS AND CONTRACTORS

When TVA awards a contract for a contractor to provide labor brokering (augmentation) services to TVA for trades and labor employees, the contract is to contain either the Construction Project Agreement (CPA) or the Project Maintenance and Modification Agreement (PMMA), depending on the scope of augmentation work to be performed. **Note**: Under the Construction Project Agreement, augmentation is limited to Transmission Construction. Questions regarding this Augmentation Package may be referred to Labor Relations at (865) 632-7759.

I. PROVISIONS COMMON TO ALL LABOR BROKERING (AUGMENTATION) CONTRACTS

- **Weekly Statement of Payroll Compliance**

  All contractors and their subcontractors are required to complete and submit a Weekly Statement of Payroll Compliance (form TVA 916). This form must be submitted weekly, without exception, in compliance with Part 3 (29 CFR Subtitle A). Each contractor and subcontractor is reminded, as required by the above CFR, to preserve this weekly statement, along with payroll records for a period of three years from the date of completion of this contract. The contractor and subcontractor are reminded that they must be prepared to submit these payroll records upon request of representatives of TVA.

- **Contractor Security**

  All contract employees are subject to TVA Personnel Security Policy requirements as a condition of employment. Contractor agrees to verify that their employees are eligible to work in the United States. All contractors working at TVA are required to have a valid social security number (SSN), which must be provided at the request of designated TVA representatives.

  Contractors are required to check **all** of their employees and **all** employees of their subcontractors through TVA's Web-based Contractor Security System (WCSS) before permitting them to work on a TVA site. This action ensures their employees and subcontractors have current fingerprints on file and prevents contractor employees who have been denied access or who were terminated for cause from gaining access to a TVA worksite. If contractor employees do not have a current fingerprint on file, they must be fingerprinted at a TVA designated location before going to work on a TVA site. For instructions on accessing WCSS, see the attached document entitled "Web Contractor Security System Instructions."

  Contractors are also required to report employees and subcontractor employees who quit, are discharged, or have health and safety violations (positive drug tests tampering/refusal) to TVA Police Personnel Security so that restrictions can be entered in accordance with the project labor agreements. This must be done immediately at the time of termination utilizing WCSS.

  Non-compliance with the above requirements by any contractor company may be considered grounds for adverse action including termination of the contract and/or non- consideration for future contracts.

- **Access Control**

  Upon accepting a contractor for non-nuclear unescorted access, TVA may provide a site ID, photo ID card, and/or an access control card for the individual. All ID and access cards remain TVA property and each must be returned to TVA by the contractor immediately when the contractor employee no longer requires access--no later than completion of work. Failure to return the cards will cause TVA to incur increased security vulnerability and administration expenses. Contractor therefore agrees, for each unreturned card, to reimburse TVA as liquidated damages in the amount of $30 per photo ID and $35 per access control card. TVA may enter restrictions into the Contractor Security System for individuals whose cards are not returned.

CLASSIFICATION OF TRADES AND LABOR WORK FOR TVA AND TVA CONTRACTORS

This document classifies the performance of certain trades and labor work on TVA property for purposes of determining coverage of employees under collective bargaining agreements negotiated with Tennessee Valley Trades and Labor Council, the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority, and the International Brotherhood of Teamsters.

TVA Work

TVA appoints trades and labor employees to TVA annual positions under the terms of the General Agreement between TVA and the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority and the Teamsters Agreement between TVA and the International Brotherhood of Teamsters to directly perform certain work for TVA. TVA-appointed annual trades and labor employees perform such work under the direction, supervision, and management of TVA. TVA is responsible for the job-specific training, safety, productivity, costs, quality, schedule, and environmental concerns for all work performed by annual trades and labor employees.

TVA Contractor Work

TVA and the Tennessee Valley Trades and Labor Council have entered the Construction Project Agreement and the Project Maintenance and Modification Agreement which encompass work performed by employees of certain TVA contractors as defined in those agreements. Contractor employees covered by those agreements are divided in two categories for pay purposes under those agreements.

- **Task-Managed Work Covered by Exhibit A.** Work performed by TVA contractor employees who are supervised by the contractor or its subcontractor managers or supervisors is covered by Exhibit A - Wage Schedule for Project Agreements and 1851s. For work covered by Exhibit A, the contractors and subcontractors have the responsibility for management direction required to successfully perform such work. Such management direction includes, but is not limited to, the responsibility for job-specific training, safety, productivity, costs, quality, schedule, and environmental concerns. While TVA may have a representative present when such work is performed and the TVA representative may provide oversight for the work, the contractor employees nevertheless remain under the direction, supervision, and control of contractor supervisors.

- **Augmented Work Covered by Exhibit C.** Work performed by TVA contractor employees who are supervised by TVA managers or supervisors is covered by Exhibit C - Wage Schedule - Augmentation for Project Agreements. Augmented work is performed by contractor employees who temporarily supplement the TVA work force. For work covered by Exhibit C, TVA has the responsibility for management direction required to successfully perform such work. Such management direction includes, but is not limited to, the responsibility for the job-specific training, safety, productivity, costs, quality, schedule, and environmental concerns for work performed during the assignment of such employees to augmented work.

*TVA retains the right to choose the method of performing any of its work. This decision may vary from case to case, depending on such factors as available resources and business needs.

Weekly Statement of Payroll Compliance

Contractor's Name _____ **Contract No.** _____

Subcontractor's Name _____ **Release No.** _____

Payroll week commencing on the _____ day of (mm/yyyy) and ending on the _____ day of (mm/yyyy).

Instructions to Contractor/Subcontractor

1. *The Weekly Statement of Compliance must be filled out by the contractor or subcontractor named above or by his/her authorized representative.*
2. *The original Weekly Statement of Compliance must be submitted within seven days after the regular payment date of the payroll period identified above to TVA's Contract Officer.*

I do hereby state:

(1) That I pay or supervise the payment of the persons employed by the above-named contractor or subcontractor for the payroll period identified above and that all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made directly or indirectly to or on behalf of the above-named contractor or subcontractor from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c). I understand that TVA may require payrolls to be submitted at any time, and agree to provide them with this statement, if requested by TVA. If not requested at the time of this statement, I agree to provide such payrolls within three business days after TVA requests them.

(2) That any payrolls otherwise under this contract required to be maintained for the above period have been prepared and are correct and complete and provide detailed payroll information on each employee as required by the Copeland Act regulations (29 C.F.R. §§ 3.3 - 3.4 (1994); that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work the employee performed and with those classifications listed in any applicable classification determination incorporated into the contract.

(3) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 3(b) below. Where such plans, funds, or programs do not exist, an amount equal to the fringe benefit contribution will be paid in wages to each laborer or mechanic listed in the above-referenced payroll.

(b) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS OR OF PAYROLL DOCUMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

SIGNED _____ TITLE _____ DATE _____
Contractor/Subcontractor

REMINDER

THIS WEEKLY STATEMENT OF COMPLIANCE, ALONG WITH OTHER EMPLOYEE PAYROLL RECORDS, MUST BE RETAINED BY THE CONTRACTOR OR SUBCONTRACTOR FOR THREE YEARS IN ACCORDANCE WITH FEDERAL REGULATIONS

Distribution: TVA's Contract Officer (This TVA Contract Officer is also to maintain these weekly statements for 3 years from date of completion of this contract.)

WEB CONTRACTOR SECURITY SYSTEM INSTRUCTIONS

TVA's Personnel Security Policy requires that contractors meet suitability criteria to work at TVA. As part of the contractor hire-in process, suppliers ensure their employees meet TVA's personnel suitability requirements by checking for restrictions and determining whether the individual has been fingerprinted. The telephonic Integrated Voice Response (IVR) system has been replaced with a web-based application, Web Contractor Security System (WCSS). Any supplier that does not have a computer with internet access will need to contact their TVA Contract Manager so restrictions can be checked for any contractors being hired. Contractor agrees to verify that their employees are eligible to work in the United States. All contractors working at TVA are required to have a valid social security number (SSN), which must be provided at the request of designated TVA representatives.

CONTRACTOR RESPONSIBILITIES

- Contractor must designate a company official as the Vendor Administrator.

- Contractor is required to check **all** of their employees and **all** employees of their subcontractors through TVA's WCSS before permitting them to work on a TVA site. This action prevents contractor employees who have been denied access or who were terminated for cause from gaining access to a TVA worksite.

- Contractor is responsible for ensuring compliance with TVA's fingerprinting requirement. Utilizing WCSS, they must ensure their employees and subcontractors have current fingerprints on file or ensure they are fingerprinted at a TVA designated location before going to work on a TVA site.

- Contractor is responsible for furnishing the following information to TVA:

  - Nuclear Contractors: For nuclear contractor employees who are discharged or resign from the contractor or subcontractor while working at a TVA nuclear site, the Vendor Representative should immediately notify the applicable nuclear site Plant Access office. Plant Access will enter a work restriction into the system during the "check out" process.

  - Non-Nuclear Contractors: Vendor Representatives are required to report employees and subcontractor employees who quit, are discharged, or have health and safety violations (positive drug tests tampering/refusal) to TVA Police Personnel Security so that restrictions can be entered in accordance with the project labor agreements. This must be done immediately at the time of termination utilizing WCSS.

ACCESSING WCSS

Requesting User IDs

- The Contract Manager is responsible for ensuring the Contractor completes the attached registration form which identifies a Vendor Administrator. This completed form will ensure the Contractor's Vendor Administrator receives a User ID and Password for WCSS access.

- The Vendor Administrator must check for restrictions on Vendor Representative(s) before an ID can be requested. If no restriction exists, the Vendor Administrator clicks on the box to request user ID. This box is located on the results of the restriction check screen. The Vendor Administrator will be prompted to enter demographic data for the Vendor Representative and submit the ID request to TVA Police. Once TVA Police approves the request, the Vendor Representative will receive an e-mail with their User ID and password.

Contractor Roles

Vendor Administrator

- Identifies Vendor Representatives within their company who have an official need to access WCSS to check for restrictions or report quits, discharges, positive drug tests, etc.
- Requests user IDs for accessing WCSS for their Vendor Representatives.
- Secures their User ID and password from unauthorized use.
- Notifies TVA when a Vendor Representative no longer has an official need to access the system.

Vendor Representative

- Checks **all** employees and **all** employees of their subcontractors through WCSS before permitting them to work on a TVA site.
- Ensures fingerprinting requirement is met.
- Secures their User ID and password from unauthorized use.
- Reports employees and subcontractor employees who quit, are discharged, or have health and safety violations (positive drug tests tampering/refusal) to TVA Police Personnel Security.

All information contained in this system is considered sensitive information and should be treated as such. Please ensure that access to this system is limited to specifically authorized representatives of the contractor with need-to-know requirements.

Once you have been approved as a user in WCSS, you will receive an e-mail with your User ID and one-time password.

How to log on to WCSS

- Click on the internet access link in your e-mail
  The website address is: wcss.tva.com
  Note: Do not put www before the web site name)
- Press enter

The following screen will appear:

Contractor Security System

INTRODUCTION

The use of this application is for official purposes only by authorized individuals.

TVA's Web Contractor Security System (WCSS) was developed to replace the existing Integrated Voice Response (IVR) Contractor Security System. Suppliers are required to ensure all contractors reporting to work at a TVA facility meet TVA's suitability requirements. WCSS will allow authorized partner representatives to verify suitability by:

-checking for restrictions which preclude contractors or sub-contractors from working on TVA property in accordance with the TVA contract
-reporting all contractors who quit, are discharged for cause, test positive/refusal/tampering of a drug test in accordance with the TVA contract so restrictions can be issued.
-identifying those contractors that need to be fingerprinted.

This computer application is owned by the Tennessee Valley Authority (TVA), an agency of the United States. Computing resource users are individually responsible for the use of all resources assigned to them. Please be aware that information placed or sent over this system may be monitored. Use of this computer application, authorized or unauthorized, constitutes your consent to monitoring of this system. This computer application is provided to authorized users for authorized purposes only. The information contained within this system is the property of the TVA. Due to the sensitive nature of some information in this system, its contents are not to be further distributed for purposes other than TVA business without prior approval of TVA Police.

By clicking Continue below, I accept these terms.

Continue

- Click continue

The following screen will appear:

Welcome To *WCSS*! Please Identify Yourself:

1) User ID:

2) Password:

3) Click Login Or Press The Enter Key: Login

4) Return To Previous Page

Helpful Hints:

1) **DO NOT use web browser's BACK or RELOAD buttons. Use buttons provided at top or bottom of page.**
2) **To EXIT always use the Logoff link located on each screen and then EXIT your browser.**
3) **Best Viewed using Internet Explorer 5.5 or higher.**

At the welcome screen:

- Enter your User ID
- Enter your password
- Click login or press enter

On your initial login you will be prompted to change your one-time password by entering the one-time password and the new password you will create.

Subsequently, your password will need to be changed every 90 days. The system will automatically prompt you to create a new password prior to your password expiring. You will not be able to access WCSS until you have successfully changed your password.

If your password has expired for more than 14 days, you will not be allowed to change your password. You must contact your Vendor Administrator to request reinstatement of your account using the contact information on the help button on the screen.

Note: If you incorrectly enter your password four times, your account is automatically disabled. You will need to use the contact information on the help button on the screen to have your account re-instated.

Upon successful login, a menu screen will appear screen will appear:

Check For Restrictions

Report Resignations, Terminations For Cause and Positive Drug Test/Tampering/Refusal

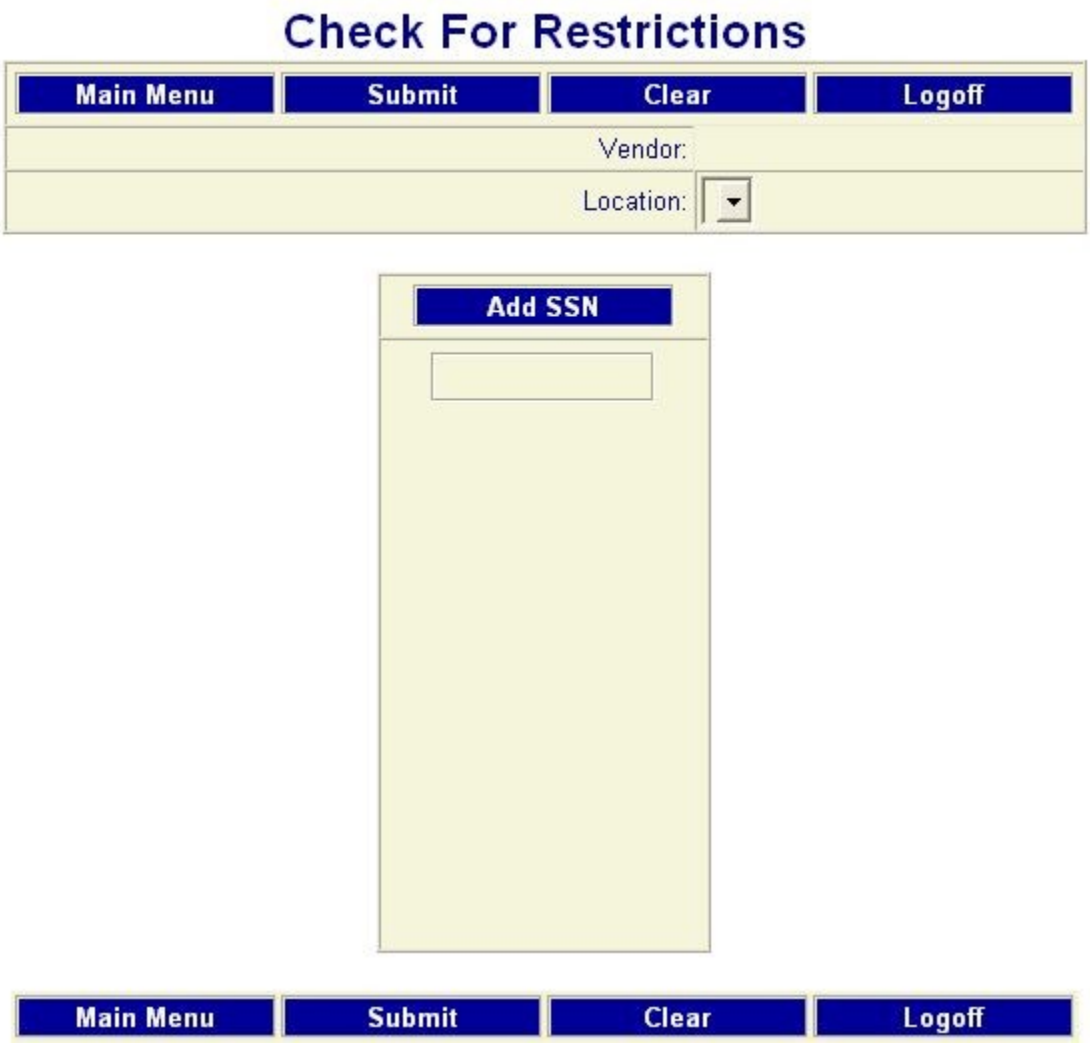
Logoff

WCSS Processes

Check for restrictions

Check for restrictions will provide the supplier with two key facts for determining suitability: (1) whether restrictions exist, and (2) whether or not the individual needs to be fingerprinted.

When ***Check for Restrictions*** is clicked, the following screen will appear:



To check for restrictions at this screen:

- Choose the location you are checking for from the drop down list. This should be the location where the individual will be working.
- Enter the SSN(s) of the individual(s) for which you are checking restrictions. After 100 SSNs are entered, click Add SSN, and you will be able to enter another 100 SSNs.
- Click Submit.

The following is an example of the information that will be returned, if the individual(s) have **no restrictions:**

USER'S NAME - VENDOR NAME

No Restrictions	
SSN	**Result**
XXX-XX-3943	Needs to be Fingerprinted
XXX-XX-8315	Current Fingerprints on File

Return | Logoff

The above information tells you that (a) the first SSN listed needs to be fingerprinted and has no restrictions, and (b) the second SSN has already been fingerprinted and has no restrictions. The information also provides who requested the restriction check (user's name), their role in WCSS, and the vendor name (supplier using WCSS).

Another example of information that may be returned for individuals **with restrictions:**

USER'S NAME - VENDOR NAME

Restrictions			
SSN	**Result**	**Click the appropriate button below to contact TVA Security.**	
XXX-XX-8345	Restriction in effect, contact TVA Security for eligibility determination.	Personnel Security	Nuclear Security
XXX-XX-2240	Not eligible to work at any future date.		
XXX-XX-5487	Not eligible to work until mm/dd/yy		
XXX-XX-1295	No restriction for non-nuclear. Restriction in effect for nuclear--Contact Nuclear Security.		Nuclear Security
XXX-XX-4001	No restriction for nuclear. Restriction in effect for non-nuclear--Contact Personnel Security.	Personnel Security	

Return | Logoff

Please note that only the last four digits of the SSN are displayed to ensure protection of sensitive information. However, all 9 digits of the SSN are available if you hold your cursor over the number on the screen, allowing you to check your entries for accuracy.

TVA has two separate security units (nuclear and non-nuclear). If an individual is denied access, you may be directed to contact either unit depending on whether the contract is with a TVA nuclear or non-nuclear organization.

If the message directs you to contact Personnel Security or Nuclear Security (contact info depends on whether your contract is with a TVA nuclear or non-nuclear organization):

- Click on Personnel Security if you are hiring for **Non-Nuclear.**
  You will receive a dialog box that gives you two options:
  (1) Send an e-mail to Personnel Security; or
  (2) Call Personnel Security with the telephone number provided.

- Click on Nuclear Security if you are hiring for **Nuclear.**
  You will receive a dialog box that gives you the telephone number to call for information.

Information to be furnished to an individual that is denied access

Individuals should not be given or call the above numbers to inquire on their status. They may inquire in writing to the appropriate office indicated below (SSN, Date of Birth, and current address must be included for response):

Non-Nuclear	Nuclear
Manager, Personnel Security	Manager, Nuclear Security
400 West Summit Hill Drive, WT 2D	1101 Market Street, EB 10B-C
Knoxville, Tennessee 37902	Chattanooga, Tennessee 37402

At this point, if you are finished using WCSS:

- Click Logoff

If you have additional SSN's to check for restrictions:

- Click Return
- Click Add SSN
- Enter SSNs
- Click Submit

Reporting Restrictions (Non-Nuclear)

Non-nuclear restrictions for contractors were previously reported by suppliers to TVA via e-mails and facsimiles. All non-nuclear restriction requests must now be reported on-line using WCSS. If you need to report a restriction for resignations, terminations for cause, or positive drug test/tampering/refusal, from the main menu:

- Click Report Resignations, Terminations for Cause, and Positive Drug Test/Tampering/Refusal:

The following screen will appear:

- Enter the required information into the boxes.
- For some restriction types you will be prompted that comments and/or documentation are required to support the reason for the restriction.
- The system will prompt you should information be missing or incorrectly formatted.
- Click Submit/New.

The following dialog box will appear:

Restriction request was sent to TVA Police - Personnel Security

The Report Resignations screen will then appear should you have additional individuals to report restrictions on. If you are finished reporting restrictions, you may:

- Click main menu to return to the main menu
- Click logoff to exit WCSS

U.S. TVA Police
TVA Web Contractor Security System Registration Form

Note: The Vendor Administrator is to submit a completed copy of this document to their TVA Contract Manager.

This form is used to identify the Vendor Administrator for your company and register your company to obtain a Web Contractor Security System (WCSS) User ID and Password for accessing TVA's WCSS.

☐ I do not have a WCSS User ID and am requesting one be set up in the role of Vendor Administrator for my company. My company has an active Vendor Code from a previous contract.
My four digit Vendor Code is _____.

☐ I do not have a WCSS User ID and am requesting one be set up in the role of Vendor Administrator for my company. My company does not have an active Vendor Code.

Vendor Administrator Name:		**Social Security Number:**
Company Name:	**Company Address:**	
TVA Address *(If applicable):*		
Telephone Number:	**Fax Number:**	**Email Address:**
TVA Contract Manager:		**Contract Number:**

Certification

As the above-designated Contractor Representative, I certify that I understand the requirement for my company and all it's subcontractors to comply with TVA's Web Contractor Security System (WCSS) and fingerprinting requirements. I understand that I am responsible for keeping WCSS User IDs and passwords secure. I am also responsible for identifying any Vendor Representatives for my company who have an official need to access the system. I understand that this also includes the responsibility for instructing these representatives of my company on their responsibilities for securing their User IDs and passwords as well as using the system for official purposes only. I will notify TVA when there is no longer an official need for a Vendor Representative of my company, including myself, to access the WCSS system. I further understand that TVA will audit the contractor's compliance with usage of this system.

_____ _____
Signature of Vendor Administrator ***Date***

Privacy Act Statement

Subsection (e) (3) of 5 U.S.C. ss 552a (Section 3 of the Privacy Act) requires that TVA inform you of its authority to request information and the uses which TVA may make of the information requested. That subsection further requires TVA to inform you of the effects of not providing any or all of the requested information.

TVA's authority to request the information you provide is derived from the TVA Act (16 U.S.C. 831-831dd. Information provided on this form will be used to determine your eligibility to be granted access to TVA's Web Contractor Security System.

Furnishing the requested information is voluntary; however, failure to provide all or part of the information will result in your inability to obtain a User ID to access to TVA's Web Contractor Security System.

Information provided on this form may also be used in response to a congressional inquiry; in the event of a dispute, to respond to subpoenas or other appropriate requests; to federal , state or local agencies with oversight responsibilities ;or to law enforcement agencies in the exercise of their duties.

Exhibit C - WAGE SCHEDULE - Augmentation

for Project Agreements and 1851s

Effective First Pay Period Beginning After January 1, 2021

Scope of work covered : *This document identifies the total wage package to be paid to the employees of TVA contractors only when they are used to augment TVA's annual trades and labor work force. The employment of these contractor employees may be covered by either the Construction Project Agreement (limited to Transmission Construction) or the Project Maintenance and Modification Agreement.*

Asbestos Workers

(Asbestos work includes insulation)

Asbestos Abatement Worker	24.27
Asbestos Abatement Wrkr Foreman	26.70
Asbestos Worker	34.67
Asbestos Worker Foreman	38.14
Asbestos Worker Head Foreman	41.96 [11]
Asbestos Worker Competent Person	41.96 [11]
Asbestos Worker Subjourneyman	20.80 [2]
Health and Welfare Fund	5.86 [1]
Pension Fund	6.44 [1]
Helmets to Hardhats	0.01 [12]

Boilermakers

Blacksmith/Boilermaker	42.53
Blacksmith/Boilermaker Welder	42.53
Boilermaker Welder-CW-FCAW	44.03 [3]
Boilermaker Certified Pressure Welder	45.28 [3]
Boilermaker Foreman	50.18
Boilermaker Head Foreman	55.21 [11]
Boilermaker Helper[2] (for description, wages, and fringes see Endnotes 2 and 10)	
Boilermaker Trainee I	29.77
Boilermaker Trainee II	34.02
Health and Welfare Fund (for each hour paid)	7.07 [1]
Pension Fund (for each hour paid)	12.94 [1]
Annuity (for each hour paid)	2.50 [1]
(For apprentice health and welfare, pension, and annuity, see page 7)	
Helmets to Hardhats	0.01 [12]

Bricklayers

Bricklayer	30.33
Bricklayer Foreman	33.36
Bricklayer Head Foreman	36.70 [11]
Bricklayer Improver	18.19 [2]
Marble Setter	29.52
Refractory Worker	31.34
Stone Mason	30.33
Terrazzo Worker	29.52
Tile Setter	29.52

Bricklayers (continued)

Health and Welfare Fund	4.75 [1]
Pension Fund	2.55
Helmets to Hardhats	0.01 [12]

Carpenters

Carpenter	30.65
Carpenter Foreman	33.71
Carpenter Head Foreman	37.08 [11]
Carpenter--Trans. Foreman Specialist	38.58
Carpenter Welder	30.65
Lather	30.65
Lather Foreman	33.71
Pile Driver	30.90
Pile Driver Foreman	33.99
Pile Driver Welder	30.90
Saw Filer	30.65
Sawyer	30.65
Health and Welfare Fund	4.89 [1]
Pension Fund	5.15 [1]
Helmets to Hardhats	0.01 [12]

Millwrights

Millwright	34.11
Millwright Foreman	37.52
Millwright Head Foreman	41.27 [11]
Millwright Welder	35.22
Health and Welfare Fund	5.04 [1]
Pension Fund	6.47 [1]
Helmets to Hardhats	0.01 [12]

Electrical Workers

Cable Splicer	42.77
Driver-Special Line Equipment	38.27
Driver-SLE Trainee I	29.85
Driver-SLE Trainee II	32.53
Driver-SLE Trainee III	34.44
Electrician	42.53
Electrician Foreman	50.18
Electrician Head Foreman	55.20 [11]
Electrician Welder	42.53
Groundman (line crew)	31.47
Groundman Driver	31.62
Groundman Foreman	42.53

Electrical Workers (continued)

Groundman Trainee--A	22.03
Groundman Trainee--B	23.60
Lineman	42.53
Lineman Foreman	50.18
Right-of-Way Clearing Foreman--Spray	34.02
Subjourneyman Wireman (for description, wages, and fringes see Endnotes 2 and 10)	
Subjourneyman Electrician (for description, wages, and fringes see Endnotes 2 and 10)	
Substation Construction Head Foreman	55.20 [11]
Telecom Systems Mechanic	42.53
Telecom Syst Mech Foreman	50.18
Transmission Line Construction Head Fmn.	55.20 [11]
Health and Welfare Fund	8.10 [1]
Pension Fund--National = (3% of the hourly gross wage rate)[1]	
Pension Fund--Local	3.75 [1]
Helmets to Hardhats	0.01 [12]

Iron Workers

Iron Worker Head Foreman	39.28 [11]
Reinforcing Iron Worker	32.46
Reinforcing Iron Worker Foreman	35.71
Reinforcing Iron Worker Subjourneyman	19.47 [2]
Structural Iron Worker	32.46
Structural Iron Worker Foreman	35.71
Structural Iron Worker Sketchman	35.71
Structural Iron Worker Subjourneyman	19.47 [2]
Structural Iron Worker Welder	32.46
Health and Welfare Fund	6.22 [1]
Pension Fund	7.20 [1]
Annuity	1.40 [1]
Helmets to Hardhats	0.01 [12]

Laborers

Deckhand	27.24
Laborer	26.19
Laborer Foreman	30.38
Laborer Head Foreman	55.20 [11]
Laborer Multi-Crew Foreman	33.42
Health and Welfare Fund	4.20 [1]
Pension Fund	3.16 [1]
Helmets to Hardhats	0.01 [12]

Machinists

Airplane Mechanic (includes CAA inspection)	46.78
Airplane Mechanic Foreman	55.20
Bolt Threading Machine Operator	31.90
Gas and Diesel Mechanic	42.53
Gas and Diesel Mechanic Foreman	50.18
Gas and Diesel Mechanic Head Foreman	55.20 [11]
Gas and Diesel Mechanic Helper I	29.77
Gas and Diesel Mechanic Helper II	32.96
Gas and Diesel Mechanic Helper III	37.42

Machinists (continued)

Gas and Diesel Field PM Mechanic	34.02
Machinist	42.53
Machinist Foreman	50.18
Machinist Head Foreman	55.20 [11]
Machinist Helper	29.77
Machinist Helper--Maintenance	29.76
Machinist Welder	42.53
Machinist Welder Foreman	50.18
Maintenance Mechanic/Machinist	42.53
Maintenance Mechanic/Machinist FM	50.18
Mobile Crane/Aerial Device Inspector	50.18
Office Equipment Technician	42.53
Outside Machinist	36.15
Outside Machinist Foreman	42.65
Outside Machinist Welder	36.15
Senior Office Equipment Technician	46.78
Health and Welfare Fund	7.59 [1]
Pension	2.15 [1]
Helmets to Hardhats	0.01 [12]

Operating Engineers

Assistant Marine Pilot	34.09
Bulldozer Operator	32.44
Coal Hauling Foreman	48.47
Crane Operator[4]	36.96
Heavy Equipment Operator--Power	41.07
Heavy Equipment Operator--Transmission	41.07
Heavy Equipment Operator Foreman	48.47
Marine Pilot	37.37
Mobile Crane Inspector	50.18
Motorboat Operator	26.19
Oiler	30.80
Operating Engineer Head Foreman	53.31 [11]
Pan Scraper Operator	36.96
Power Shovel Operator	36.96
Senior Marine Pilot	41.07
Switchman	32.86
Tractor Operator--Farm Type	28.34
Health and Welfare Fund	5.95 [1]
Pension Fund	6.15 [1]
Helmets to Hardhats	0.01 [12]

Painters

Lead-Based Paint Abatement Worker	25.25
Painter (includes drywall finish & glazier)	25.25
Painter Foreman	27.78
Painter Head Foreman	30.56 [11]
Painter Utilityman	15.15 [2]
Sign Painter	25.25
Health and Welfare Fund	4.25 [1]
Pension Fund	6.59 [1]
Helmets to Hardhats	0.01 [12]

Plasterers and Cement Masons

Cement Mason	32.34
Cement Mason Foreman	35.58
Cement Mason Head Foreman	39.14 [11]
Cement Mason Improver	19.40 [2]
Plasterer	34.34
Plasterer Foreman	37.78
Health and Welfare Fund (Cement Masons only)	5.40 [1]
Pension Fund	2.00
Helmets to Hardhats	0.01 [12]

Roofers

Roofer	27.96
Roofer Foreman	30.76
Roofer Head Foreman	33.84 [11]
Roofers Helper	20.13
Roofer Subjourneyman	16.77 [2]
Roofer--Slate and Tile	28.21
Roofer Foreman--Slate and Tile	31.03
Roofer--Slate and Tile Subjourneyman	16.92 [2]
Health and Welfare Fund	5.52 [1]
Pension Fund	1.97 [1]
Helmets to Hardhats	0.01 [12]

Sheet Metal Workers

Sheet Metal Worker	34.96
Sheet Metal Worker Foreman	38.46
Sheet Metal Worker Head Foreman	42.31 [11]
Sheet Metal Worker Pre-Apprentice	20.97 [2]
Sheet Metal Worker--Sketchman	38.46
Sheet Metal Worker Welder	34.96
Health and Welfare Fund	4.24 [1]
Pension Fund	7.23 [1]
SASMI (3% gross payroll, including base wage, H&W, and Pension)[1]	
Helmets to Hardhats	0.01 [12]

Steamfitters

Lead Burner	42.62
Maintenance Mechanic/Steamfitter	42.53
Maintenance Mechanic/Steamfitter FM	50.18
Plumber	42.53
Plumber Sketchman	50.18
Plumber Foreman	50.18
Production Wkr. Steamfitter Subj.-- Maint.	29.77 [2]
Steamfitter	42.53
Steamfitter (Fire Protection) Level I	42.53 [5]
Steamfitter (Fire Protection) Level II	44.65 [5]
Steamfitter Foreman	50.18
Steamfitter Head Foreman	55.20 [11]

Steamfitters (continued)

Steamfitter Sketchman	50.18
Steamfitter Welder	42.53
Steamfitter Welder Foreman	50.18
Health and Welfare Fund	5.52 [1]
Pension Fund	6.17 [1]
Helmets to Hardhats	0.01 [12]
Sprinkler-Fitter	34.45
Sprinkler-Fitter Foreman	37.90
Sprinkler Fitter Head Foreman	41.69 [11]
Health and Welfare Fund	9.67 [1]
Pension Fund	7.05 [1]
Helmets to Hardhats	0.01 [12]

Teamsters

Garage Attendant	31.02
Material Handler	33.77
Material Handler Foreman	39.85
Material Handler Trainee	29.38
Nuclear Material Handler I	35.54
Nuclear Material Handler II	39.17
Nuclear Material Handler Foreman	46.23
Truck Dispatcher	31.85
Truck Driver I	31.27 [5/6]
Truck Driver II	31.52 [7]
Truck Driver III	31.77 [8]
Truck Foreman	35.58
Truck Head Foreman	39.14 [11]
Warehouseman	31.27
Warehouse Foreman	31.82
Health and Welfare Fund	8.17 [1]
Pension Fund	5.80 [1]
Helmets to Hardhats	0.01 [12]

Multi-Craft

Power House Crane Operator	42.53 [9]
Property Maintenance Worker	26.98 [9]
Property Maintenance Foreman	31.84
Hourly Craft Superintendent*	60.73
Hourly Craft Planner*	

*For Description, wages, and fringes, see Endnotes 9 and 11

ENDNOTES

1. a. Health and Welfare and Pension Contribution - Health and Welfare and Pension contributions may vary for some crafts by local area from those rates listed in this exhibit. If the work is covered by a Project Agreement, prior to making wage or benefit payments, the contractor and the union involved should communicate to ensure that payment amounts, payment rules, and the name and address of the fund where the payments should be made are correct. (Also, if the work is covered by a Project Agreement, for the instructions in behalf of employees in Iron Workers classifications, the contractor should contact the Iron Worker Council Representative.) If the work is not covered by a Project Agreement, it is permitted that a contractor may make hourly fringe benefit contributions at another rate(s); however, in such case, the hourly wage rate must be adjusted in an amount that provides that the total wage package (wages plus fringe benefit contributions) remain the same.

   b. The rate of contributions to fringe benefit funds is paid at the straight-time rate even during overtime hours worked. During overtime, only the hourly wage rate is multiplied by the overtime multiplier. In other words, the established rate of contributions to fringe benefit funds is paid for hours worked and not hours paid. (Exceptions: (1) For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity and Health and Welfare are paid on hours paid. (2) For all classifications in the Electrical Workers classification group, hourly contributions to the Pension Fund—National only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight time or overtime rate. (3) For all classifications in the Sheet Metal Workers classification group, hourly contributions to SASMI only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight-time or overtime rate, plus 3 percent of the straight-time rate paid to their Health and Welfare and Pension Funds.)

2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised back to Boilermaker Helper 12-2018], Bricklayer Improver, Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, Outside Machinist Utilityman, Painter Utilityman, Cement Mason Improver, Roofer Subjourneyman, Roofer--Slate and Tile Subjourneyman, Sheet Metal Worker Pre-Apprentice, and Production Worker Steamfitter Subjourneyman). These classifications are considered as nonjourneymen, and they are not in a training position or a progressive position leading to journeyman status. The total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Some of the conditions of the agreement are: They are under the supervision of a general supervisor and the direct supervision of a foreman; they work with journeymen and perform tasks as assigned which do not require journeyman skills; they may be assigned to any work which, in the judgment of management, he/she can perform safely and efficiently; they must be physically able to do the work; and they must have a general knowledge of safe and proper use of handtools.

   TVA and IBEW revised the Electrical Workers Subjourneyman's classifications in December 2006 to Subjourneyman Wiremen and Subjourneyman Electrician (for full description see LRS-35, Attachment 12).

3. For a job description for a Boilermaker Certified Pressure Welder (CPW), see LRS-35, Attachment 6.

   For a job description for a Boilermaker Welder Certified Welder-Flux Cored Arc Welding (CW-FCAW), see LRS-35, Attachment 11.

4. For Crane Operator and Operating Engineer Head Foremen (when assigned), the following premiums are paid: A premium of $1.00 per hour above the straight-time rate is paid for all hours worked when operating the following: (1) cranes with 100 feet of boom, including jib; (2) tower cranes; (3) ringer cranes; or (4) cranes of 91-ton to 499-ton capacity. A premium of $2.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 500-ton to 999-ton capacity. A premium of $3.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 1000-ton capacity or more.

5. Restricted to Nuclear Power.

6. Truck Driver I - Includes: (1) dump trucks 3 cu. yds. and under, struck measure; (2) trucks other than dump trucks with a manufacturer's nominal rating of 3T and under. Does not include trucks covered by the classification Truck Driver III.

ENDNOTES (continued)

7. Truck Driver II - Includes: (1) dump trucks over 3 cu. yds., struck measure, up to and including 6 cu. yds., struck measure; (2) trucks other than dump trucks having a manufacturer's nominal rating of over 3T up to and including 5T. Does not include trucks covered by the classification Truck Driver III.

8. Truck Driver III - Includes: (1) dump trucks over 6 cu. yds., struck measure; (2) trucks other than dump trucks over 5T; (3) trucks regardless of size having special equipment, such as fuel delivery equipment, dumpsters, mixers, winches (except bumper winches on trucks regardless of size, when used only to help the truck over rough or muddy ground), cargo refrigerating or heating units, etc.; (4) crawler trucks regardless of size; (5) tractor-type trucks of any size; (6) trucks of any size when pulling heavy capacity trailers such as lowboys, vans, mobile health clinic trailers, floats, etc.; (7) right-of-way clearing spray trucks. Does not include trucks covered by the classification Driver--Special Line Equipment. Does not include winch trucks with permanently attached "A" frame or boom when assigned primarily for hoisting for one week or more; under these circumstances, the driver position is classified as Crane Operator.

   A premium of 30 cents per hour above the Truck Driver III rate is paid while driving a dual-powered, dual-control 400-ton lowboy. This premium is paid to those drivers actually performing the work described above.

9. Receives fringe benefit contributions of the craft from which employed.

10. The Subjourneyman classifications:

A) <u>Boilermaker Helper</u> (for additional details see LRS-35, Attachment 10, and Endnote 2)

<u>Boilermaker Helper</u> (First Employed after November 1, 1997)

Wage Rate	H&W[1B]	Pension[1B]	Annuity[1B]
16.24	7.07	0.00	0.00

B) <u>Electrical Worker Subjourneyman</u>

The Electrical Workers have two Subjourneymen classifications as listed below, (for additional details see LRS-35, Attachment 12, as referenced in Endnote 2.)

<u>Subjourneyman Wireman (SJW)</u>

		Wage Rate	H&W[1B]	Pension[1B]	Annuity[1B]
1st Period (Probationary)	50%	21.26	8.10	3.75	0.64
2nd Period	58%	24.66	8.10	3.75	0.74
3rd Period	62%	26.36	8.10	3.75	0.79
4th Period	66%	28.07	8.10	3.75	0.84
5th Period	70%	29.77	8.10	3.75	0.89

<u>Subjourneyman Electrician (SJE)</u>

		Wage Rate	H&W[1B]	Pension[1B]	Annuity[1B]
1st Period	74%	31.47	8.10	3.75	0.94
2nd Period	79%	33.60	8.10	3.75	1.01
3rd Period	85%	36.15	8.10	3.75	1.08

11. For a job description of (craft) Head Foreman, see LRS-35, Attachment 10. For a job description of a Hourly Craft Superintendent, see LRS-35, Attachment 10, B. I. For a job description and wage determination of a Hourly Craft Work Planner, see LRS-35, Attachment 10, B. II. For a job description of the Asbestos Worker, Competent Person, see LRS-35, Attachment 13.

12. See Exhibit B, Helmets to Hardhats (LRS-68).

OTHER PAYMENTS

I. Subsistence for Construction, Maintenance, and Modification of Transmission Facilities Only

Employees engaged in construction, maintenance, and modification of transmission facilities, whose temporary work location is changed throughout the work area, will be eligible for a subsistence allowance of $81.01 (no receipt will be required) for each night when the foreman/supervisor determines that the temporary work location is more than 55 miles from the employee's permanent residence. In determining mileage, each contractor will utilize the agreed upon preferred online program which currently is Map Quest (www.mapquest.com). The foreman/ supervisor will determine, to the best of his/her knowledge, the employee did utilize temporary lodging. Employees will be eligible for payment of the travel subsistence allowance if pay is received for productive work on the day following the night of being in travel status and who utilize temporary accommodations. The employee and foreman/supervisor will sign the timesheet certifying that all eligibility requirements are met for the travel subsistence. At any time the contractor specifies that overnight lodging is required, the employee will be paid the subsistence allowance for each night lodging is obtained and occupied while working on that assignment regardless of distance to permanent residence.

Prior to the wage conference in December 2021, either party may give a 30-day notice requiring a termination of this agreement which would require a return to the original agreement language as existed during 2003. Such change would be effected to coincide with the change in the wage package.

II. Training and Apprenticeship Payment (See Exhibit B)

APPRENTICE WAGE RATE SCHEDULE

This structure is intended to help facilitate the identification of the proper wage rates for apprentices. The following ranges accommodate any local apprentice program provided the program has a minimum of four periods and a maximum of ten periods. Apprentice wage rates are determined by selecting the schedule of periods listed below that corresponds to the number of periods in the applicable craft apprenticeship program, locate the period which reflects the current period of the apprentice to be paid, and then applying the percentage listed for that period to the journeyman wage rate for the craft as listed in the preceding schedule of wage rates. NOTE: To determine the appropriate pay for apprentices, the percentages listed below should be applied to journeyman rates **published** in this wage document. The health and welfare, pension, and annuity contributions identified in the **published** wage document should be added to the wages as determined in the previous sentences to determine the total package for any given apprentice. This predetermined total wage package may then be used by the local unions to redistribute the wages and fringes as specified in Article XII of the Project Maintenance and Modification Agreement and Article X of the Construction Project Agreement.

All crafts (except Boilermaker)

1	2	3	4						
57%	70%	80%	90%						
1	2	3	4	5					
57%	66%	74%	85%	90%					
1	2	3	4	5	6				
57%	63%	69%	76%	83%	90%				
1	2	3	4	5	6	7			
57%	62%	67%	72%	78%	84%	90%			
1	2	3	4	5	6	7	8		
57%	61%	65%	70%	75%	80%	85%	90%		
1	2	3	4	5	6	7	8	9	
57%	60%	64%	68%	72%	76%	80%	84%	90%	
1	2	3	4	5	6	7	8	9	10
57%	60%	63%	66%	70%	74%	78%	82%	86%	90%

Boilermaker only

Boilermaker Apprentice Group B (Indentured after January 1, 2007)

		Wage Rate	H&W[1B]	Pension[1B]	Annuity[1B]
Probationary Period	65%	27.64	7.07	0.63	1.63
1st Period	70%	29.77	7.07	9.06	1.75
2nd Period	75%	31.90	7.07	9.71	1.88
3rd Period	80%	34.02	7.07	10.36	2.00
4th Period	85%	36.15	7.07	11.00	2.13
5th Period	90%	38.28	7.07	11.66	2.25
6th Period	95%	40.40	7.07	12.30	2.38

Laborer only

The rate for each period of the apprenticeship is expressed as a percentage of the Construction Laborer wage rate specified in the Project Agreements Wage Exhibits A, C, and S-1.

1st Period	(80%)
2nd Period	(85%)
3rd Period	(90%)
4th Period	(95%)

EXHIBIT B

HOURLY CONTRIBUTION TO TRAINING/APPRENTICESHIP FUNDS

(This Exhibit applies only to contracts covered by Project Agreements.)
Effective First Pay Period Beginning After January 1, 2021

HELMETS TO HARDHATS - 2 CENTS PER HOUR
(see attached form)

All Crafts Classifications (Asbestos Workers, Boilermakers, Bricklayers, Carpenters, Cement Masons, Electrical Workers, Iron Workers, Laborers, Millwrights, Machinists, Operating Engineers, Painters, Sheet Metal Workers, Roofers, Sprinkler-Fitters, Steamfitters, Teamsters) - LRS-68

I. TRAINING FUNDS

Crafts for which contributions are paid on all classifications within the craft:

Boilermaker MOST (LRS-41 Rev. 4)……$0.34 per hour

Iron Worker IMPACT (LRS-56 Rev. 2)……$0.22 per hour

II. APPRENTICESHIP FUNDS

(For rules governing contributions to apprenticeship programs, see LRS-16)

Crafts for which contributions are paid on all classifications within the craft:

Asbestos Workers (Exception: Contribution for Asbestos Abatement Worker classifications only is 25 cents per hour to the Asbestos Workers Regional Local 207 Training Program)	$0.45 per hour
Boilermakers	$1.10 per hour
Carpenters	$0.89 per hour
Electrical Workers	1.81% of hourly rate
Iron Workers	$0.90 per hour
Laborers	$0.56 per hour*
Machinists	$1.10 per hour
Millwrights	$0.99 per hour
Painters	$0.67 per hour
Sheet Metal Workers	$0.68 per hour
Sprinkler-Fitters	$0.53 per hour
Steamfitters	$0.93 per hour

Crafts for which contributions are paid on journeyman and above classifications within the craft:

Bricklayers	$0.51 per hour
Cement Masons	$0.46 per hour
Operating Engineers	$0.55 per hour
Roofers	$0.25 per hour

*May be distributed between multiple funds without exceeding the total.

CONTRIBUTION FORM

THE CENTER FOR MILITARY RECRUITMENT, ASSESSMENT AND VETERANS' EMPLOYMENT LABOR-MANAGEMENT COOPERATION TRUST'S HELMETS TO HARDHATS® PROGRAM

EMPLOYER INFORMATION

Date:_____ Person Completing This Form:_____
(Name, Title)

Employer:_____
(Name)

Employer's Project Address: _____
(Street) *(PO Box)* *(City, State, Zip)*

_____
(Phone) *(Fax)* *(E-Mail)*

PROJECT INFORMATION

Project Name: _____

City, State: _____

CONTRIBUTION INFORMATION

The hours provided below are for the month/year of _____, _____.

NOTE:
- The contribution rate for all contractors is $.0.02/hour worked.

CRAFT:	HOURS WORKED:	CRAFT:	HOURS WORKED
Asbestos Workers		Laborers	
Boilermakers		Millwrights	
Bricklayers		Operating Engineers	
Carpenters		Painters	
Cement Masons		United Association	
Electricians		Roofers	
Elevator Constructors		Sheet Metal Workers	
Glaziers		Teamsters	
Iron Workers		Other	

DISTRIBUTION:

Mail one (1) copy of this form along with a check for your contribution to the address below.

Total Hours =_____x .02¢/ hr = _____ Total contribution enclosed.

MAKE CHECK PAYABLE TO:
"CENTER FOR MILITARY RECRUITMENT, ASSESSMENT AND VETERANS' EMPLOYMENT LABOR MANAGEMENT COOPERATION COMMITTEE TRUST"
EIN: 43-1972568

FORWARD TO:
Center for Military Recruitment, Assessment and Veterans' Employment Labor-Management Trust
c/o Building and Construction Trades Department
Attn: Helmets to Hardhats
815 16th St., NW, Suite 600
Washington, DC 20006-4104

PROJECT MAINTENANCE AND MODIFICATION AGREEMENT

FOR WORK PERFORMED FOR THE TENNESSEE VALLEY AUTHORITY

Updated June 1, 2018

PROJECT MAINTENANCE AND MODIFICATION AGREEMENT

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Words italic & bolded in this agreement were updated from Labor Relations Supplements (LRSs) through June 1, 2016

LRSs may be viewed at web address: http://supplier.tva.gov

PROJECT MAINTENANCE AND MODIFICATION AGREEMENT

This Project Agreement is entered into between the signatory Contractor and the Unions comprising the Tennessee Valley Trades and Labor Council listed hereinafter (herein referred to as the "Council") for the covered project.

The Council is composed of the following International Unions:

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

COVENANTS

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

WHEREAS, it is essential that work performed for TVA will enable it to be fully competitive with the best utilities in North America.

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

WHEREAS, the Contractor has a commitment and/or contract from the Owner for maintenance and modifications work recognized by the Council as being within the jurisdiction of said Council Unions.

WHEREAS, in order to ensure relative equity and uniform interpretation and application, the Council 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 Council Unions desire to mutually stabilize wages, hours, and working conditions.

WHEREAS, the Contractor and the Council 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.

WHEREAS, it is the intention of the parties that this Agreement will be long-term in nature and will remain in full force and effect while it serves its useful purpose.

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

ARTICLE I: INTENTS AND PURPOSES

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.

It is agreed that the Contractor shall sign, accept, and be bound by the terms and conditions of this Project Agreement. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements and that the Contractor will not be obligated to sign any other local, area, or national agreement.

Each covered Contractor shall also ensure that its Subcontractors become signatory to and be required to follow the provisions of this Agreement while performing work on the project site, unless the onsite work is incidental to the overall work of the subordinate contracts. This shall not apply to Subcontractors performing specialty work or to Subcontractors whose contracts are for $100,000 or less. Under no circumstances will multiple applications of subcontracts be used to circumvent the basic intent of this Agreement.

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 Council 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.

ARTICLE II: MANAGEMENT RIGHTS

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

A. Plan, direct, and control the operation of the work.

B. Decide the number of employees to be hired with due consideration to the proper craft classification thereof.

C. The Contractor has the complete authority and right to assign and/or move employees within the job site. This right is not restricted by the type or classification of work, including, but not limited to, augmentation, capital, operating and maintenance, or contractual arrangement with TVA or other Contractors. ***(LRS-43)***

D. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name who have special skills or have previous maintenance or modifications experience. Any concerns about abuse of this provision will be immediately referred to the Joint Administrative Committee.

E. 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 or modifications project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.

F. Determine work methods and procedures.

G. Determine the need and number of foremen and lead foremen. To name foremen and lead foremen and to require foremen to work with their tools when in the Contractor's opinion this is advisable. This is not to mean that the Contractor will have an inadequate amount of supervision on the job.

H. Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this Agreement. In that regard, the parties understand that the Owner and Contractor have a strong interest in ensuring a safe and productive, drug- and alcohol-free workplace, and support Fitness For Duty policies and procedures established (and as may be amended) by the Owner and/or Contractor, including any drug and alcohol testing program.

I. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely. ***An employee removed from TVA's property for safety rule violation(s) may not be referred again for employment to the owner's project site for a period of not less than 120 days.*** ***(LRS-64)***

J. Discharge, suspend, or discipline employees for proper cause.

K. The Contractor may, if desired, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

L. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor. After proper staffing by classification (which is normally staffed by the craft having the jurisdiction), the Contractor may assign work to those employees who in its judgment are qualified to safely and efficiently perform the work. Traditional craft jurisdictional lines may not be observed in making work assignments. In utilizing employees, it is the responsibility of management to assign work such that employees apply the skills for which they are trained. Therefore, while traditional craft jurisdictional lines may not be followed, management commits that employees will be assigned to work utilizing the skills for which they are trained as long as a productive work force can be maintained.

M. The Council Unions understand the extreme importance of keeping operating equipment and units running at all times. The Council Unions also understand that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Council 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 Council Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools, or labor-saving devices.

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

O. The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

P. The parties to this Agreement affirm the necessity of cooperation and the resolution of disputes and misunderstandings. It is agreed that on projects involving 200 or more Contractor craft employees, monthly job site meetings will be held with representatives of the Contractor and the Council. The purpose of these meetings is to serve as a communication forum, discuss project status and issues, and seek to resolve informally any issues which would otherwise result in grievances or be referred to the Joint Administrative Committee. It is agreed that a Joint Administrative Committee composed of a representative of the Contractor and the Council, ***shall be established and*** shall meet not less than once per quarter. ***(LRS-48.13.a)*** The Council Administrator and representatives of TVA's larger partner Contractors shall determine methods for selecting Joint Administrative Committee members and case assignments such that cases to be considered will be assigned to Joint Administrative Committee members representing Contractors and Unions other than those involved in the dispute. TVA and the Council Administrator shall be notified of all Joint Administrative Committee meetings and the issues to be discussed. TVA and the Council Administrator reserve the right to participate in any Joint Administrative Committee meeting, in part to ensure that Joint Administrative Committee actions are consistent with the intent of the parties and within the meaning of the Project Agreements. ***(LRS-48.13.b)*** At such meetings, reports concerning any violation, dispute, questions, interpretation, application, or practices arising out of this Agreement shall be discussed. Absenteeism, labor turnover, availability of qualified craftsmen, need for training, and other matters affecting productivity shall be thoroughly discussed. The Joint Administrative Committee can resolve any issue brought to it, but must act unanimously. The Joint Administrative Committee will not be used to circumvent the grievance process or the time limits contained in that process.

In the event a matter is not resolved by the Joint Administrative Committee, the Council or Contractor may appeal the grievance to arbitration. In each case so appealed to arbitration, TVA shall request and pay the administrative expense for procuring a panel of arbitrators from the American Arbitration Association or the Federal Mediation

and Conciliation Service. Upon receipt of the panel, the Council and the Contractor shall alternately strike one name, with the grieving party striking first, until one name remains, and this remaining person shall be the arbitrator for the case***.*** ***(LRS-48.14)***

The expenses of the arbitrator shall be equally borne by the Contractor and the Council Union involved. All decisions of the arbitrator shall be within the scope and terms of this Agreement. The arbitrator shall not have the authority to amend, modify, add to, or alter the scope and terms of this Agreement, nor to render any decision on jurisdictional issues.

ARTICLE III: UNION SECURITY AND REFERRAL

A. The Contractor recognizes the Council as the sole and exclusive bargaining representative for all craft employees of the Contractor on this Project.

B. The Contractor agrees to recognize and be bound by the legal referral facilities maintained by the Union(s) which are not inconsistent with the terms of this Agreement, including Article II, and shall notify the Union in writing ***or electronically (i.e., fax, e-mail)*** when workers are required. ***If TVA changes from one contractor to another contractor on the same scope of work, all workers employed on the date of the change shall have their payroll rolled over to the successor contractor and neither the successor contractor nor such employees shall be bound to any provision in the union's referral procedure that is inconsistent with the successor contractor's continued employment of such employees***. ***(LRS-63)***

Prior to the close of the first pay period, the successor contractor will allow sufficient time for the signing of payroll deduction and contribution authorization forms. ***(LRS-63)***

C. All Contractors signatory to the Project Agreement must contact the Council Office to report their project's scope of work, begin date, staffing needs, etc., at least ten days, except in emergencies, before beginning work. All Contractors signatory to the Project Agreement with the cost of labor expected to exceed $100,000 may be required to conduct a pre-job conference (teleconference if less than

$100,000) as determined by the Council Office. The Contractor will determine the date, time, and location of such conferences and make arrangements for the facilities for such meetings. ***(LRS-48-att A)***

D. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, policies, or requirements. There shall be no discrimination against any employee or applicant for employment because of his/her membership or nonmembership in the Union.

E. In the event the referral facilities maintained by the Union(s) are unable to fill the requisition of the Contractor(s) for employees within a 48-hour period after such a requisition is made (Saturday, Sunday, and holidays excluded), applicants for such requisition may be employed from any source. The 48-hour period does not apply in an emergency.

F. The Contractor shall have the right to reject any applicant referred by the Union(s) for good and sufficient cause. Good and sufficient cause shall include failure to demonstrate competency in work processes or techniques through successful completion of tests as may be required by the Contractor.

G. The Contractor shall have the right to hire lead foremen and foremen in accordance with Section B above and other key employees. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area. The Contractor will also have the right to hire persons currently receiving benefits from the Office of Workers' Compensation Programs (OWCP) as a result of injuries or illnesses incurred as a result of TVA employment. The Union shall have the opportunity to refer qualified candidates for the positions of lead foremen and foremen and qualified OWCP recipients. These employees will be referred through the recognized craft referral procedure. In cases of employment for positions requiring special skills or qualifications, the Contractor will notify the Union(s) of the qualification tests or skills required and the Union(s) may refer any qualified applicant. The Contractor shall be the sole judge of all applicants' qualifications.

H. The Union(s) shall not refer employees employed at the project site by a signatory Contractor to other employment, nor shall the Union engage in other activities which encourage work force turnover or absenteeism. A contract employee who resigns from work at any TVA project and/or worksite will not be eligible for employment with the same or another signatory Contractor performing work for TVA for a period of 60 days following the date of his/her resignation. **EXCEPTION:** The application of this rule to a particular employee may be waived when the Contractor(s) and the Council representative involved mutually agree prior to an employee's actual resignation that he/she can be rehired. ***(LRS-6)***

I. During a layoff, the Contractor has the right to retain the employees of their choice without regard to any other criteria. Employees terminated for cause may not again be referred for employment to the Owner's project site for a period of not less than 90 days. After 90 days, such employees may be rehired at the Contractor's sole discretion.

J. An employee or applicant required to satisfactorily demonstrate his/her ability to perform certain tasks through an examination or test (e.g., welding tests) or to demonstrate expertise determined by the Contractor to be necessary to perform nuclear maintenance and modifications work (e.g., electrical splices, mechanical connections) or to satisfactorily complete requirements for nuclear plant access (e.g., General Employee Training) shall be paid for that time required to take the exam or test provided the employee or applicant successfully passes the exam or test.

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

L. It is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet any Owner or Contractor requirements for security or access clearance in connection with federal law or regulation. A Contractor employing

craftsmen who are required to have Nuclear Regulatory Commission (NRC) clearance may request and shall be referred craftsmen who have currently active NRC clearances irrespective of their place on the out-of-work list. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this Agreement. Determinations as to whether a security or access clearance should be granted or revoked, or actions related thereto, are not subject to the grievance procedure.

M. It is agreed that on any project, at the Contractor's discretion, the total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Apprentices and nonjourneymen shall only be used in the crafts which recognize such classifications. *(LRS-35)* In the event that the Local Unions cannot supply apprentices or nonjourneymen as required, the Contractor may hire from any source available to achieve the maximum ratio set forth above. Recognizing the need to maintain continuing support of apprenticeship and similar training programs, the Contractor will, to the extent permitted by job conditions, employ apprentices to perform work which is performed by his/her craft and which is within his/her capabilities. The Contractor will be informed annually of TVA's affirmative action goals for apprenticeship programs. When the Union cannot provide minority and women candidates adequate to meet these goals or to permit the Contractor to be in compliance with the affirmative action requirements placed upon government Contractors and any contract requirements which the Owner may impose, the Contractor may acquire qualified candidates in underrepresented groups from any source. These candidates must meet the standards set forth in the appropriate Union apprenticeship program.

N. 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.

ARTICLE IV: NONDISCRIMINATION

The Council Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or handicap and recognize the need for and support an effective Affirmative Action Program for recruiting, promoting, and retaining protected classes.

The Contractor will be informed annually of TVA's specific referral goals for qualified women and minorities.

When the Union cannot provide minority and women candidates adequate to meet these goals for employment, the Contractor, in compliance with the affirmative action requirements placed upon government Contractors and consistent with the Owner's terms of the contract, may acquire qualified candidates from any source.

ARTICLE V: SCOPE OF WORK

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

2. This Agreement does not cover work classified as specialty work as defined by the Owner.

ARTICLE VI: DEFINITIONS

1. Modification and maintenance work shall be work of a maintenance and modifications nature that requires the use of laborers and mechanics for maintenance, renovation, modification, addition, and/or repair to existing plants and transmission facilities and shall fall under this Maintenance and Modification Agreement. All work that is directly related to the mechanical operation of the plant and does not involve addition of new capacity shall be considered maintenance or modification.

   Examples include addition of scrubbers or other pollution control facilities, coal/bulk-material handling facilities, other systems at existing plant sites, and work within the power block at Watts Bar Nuclear Plant. ***For additional exclusions refer to LRS-54.6.*** *(LRS-54.6)*

2. Specialty work is limited to work not normally performed by a General Contractor and requiring specialized knowledge, skills, or equipment operation not normally possessed by the craft and referable out of the Union halls. Specialty work would include Contractors who utilize a special technique or process to perform what would otherwise be nonspecialty work; such special technique or process must be clearly shown to result in a benefit to work efficiency, schedule, or worker health and safety. TVA will work with the Council to assist in training which will result in the development of such specialized skills with the work force.

3. "Emergencies" are generally classified as, but are not limited to, work required to return a critical unit to service, prevent significant damage to equipment or facilities, prevent and/or mitigate any danger to the plant or public health and safety, maintain a critical unit in service, or some other activity necessary to continue service to customers.

ARTICLE VII: GRIEVANCE PROCEDURE

A grievance may be filed by an employee to protest a termination, suspension, or violation of a specific provision of this Agreement. If an appeal or formal complaint with respect to an action, matter, or proposed action is or has been filed under a separate procedure provided by law or federal regulation, a grievance regarding such action, matter, or proposed action will not be accepted under this Agreement, or if already accepted, processing of it will be discontinued, and it will not be further considered or decided under this Agreement. ***(LRS-28.3)***

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

Step I: Between the aggrieved employee and/or the Local Union Representative and the employee's immediate onsite Staff Supervisor. It is understood that the Local Union Representative shall have permission to telephone the Council for guidance in any situation that may arise during working hours. On grievances involving matters affecting more than one craft or having project-wide impact, the job site representative shall be included in Step I.

Step II: Between an International Union Representative, the job site representative, and the Labor Relations Manager of the Contractor. This step must be initiated by the Local Union Representative within five working days after the start of Step I. Decisions and resolutions of grievances at Steps I and II should not be considered precedential.

Step III:

1. If the grievance is not satisfactorily settled within five working days after the start of Step II, the information prepared for Step II plus any other supplemental information, facts, or positions developed in Step II shall be submitted in writing to the Joint Administrative Committee within five working days by either party. ***Any grievance requiring an interpretation of the agreement shall be referred to TVA Vice President of Labor Relations and Council Administrator prior to completion of Step III.*** *(LRS-65)*

2. The Joint Administrative Committee shall consider the grievance after receipt from Step II. In the event agreement is not reached within ten working days of receipt, the Contractor or the Council may appeal within ten working days to the arbitrator selected under Article II:P of this Agreement. 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 in accordance with Step IV of this Article.

3. Under these Project Agreements, if the matter is not resolved by the Joint Administrative Committee, it is agreed that if both the appropriate contractor and the appropriate Council representative agree, the case may be submitted to mediation. The contractor and the appropriate Council representative will jointly appoint the mediator or they may select the mediator from a panel of seven mediators. Upon receipt of the panel, the appropriate Council representative and the Contractor shall alternately strike one name until one name remains, and this remaining person shall be the mediator for the case. The party striking first will be determined by the flip of a coin. *(LRS-52)*

If efforts to settle the grievance through mediation are unsuccessful, the mediator shall promptly notify the parties in writing. Within 10 working days from the written notice of the

mediator that the matter has not been resolved, the contractor or the appropriate Council representative may appeal to arbitration as described in Article VII, Step III, Paragraph 2. *(LRS-52)*

Step IV:

1. Within five working days after the grievance has been referred to Step IV the parties shall contact the arbitrator and schedule a hearing within 20 calendar days, or as otherwise mutually agreed. The arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to, detract from, alter in any way such provisions, nor to render any decision on jurisdictional issues.

2. In arbitration proceedings, the expenses of arbitration shall be shared by the Contractor and the Council Union involved.

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

ARTICLE VIII: WORK ASSIGNMENTS

The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement.

During the pre-job conference, the Contractor shall inform the Unions of the anticipated staffing needs for the work and the craft or crafts to which the work will be assigned. In the event a Union disputes the Contractor's assignment, the Union may seek resolution through the Plan for the Settlement of Jurisdictional Disputes or any successor plan as approved by the Building and Construction Trades Department. Notice of the dispute, on a specific form provided by the Council Office, must be given to the Contractor at the pre-job conference, and notice to the Plan, using this same form, must be given within five days after the pre-job conference. The Contractor's participation in the proceedings of the Plan will be limited to a written identification of the work in dispute. Once a decision is issued by the Plan, the Contractor will adjust its staffing for the project, if necessary, in accordance with the decision. Any such adjustments in staffing shall be prospective only and shall not include any retroactive pay or benefits. The procedures of the Plan only

apply to disputes arising during the pre-job conference. Except as provided herein, disputes related to staffing and/or jurisdiction are not subject to resolution through the grievance procedure, the Joint Administrative Committee, or any other procedure in the Project Agreement. ***(LRS-48.12)***

ARTICLE IX: JOB SITE REPRESENTATIVE

The Council shall designate one Union Job Site Representative for each Primary Contractor on the project. The Job Site Representative has the sole responsibility for the handling of issues and concerns affecting more than one craft or having project-wide impact. The Job Site Representative shall have the qualifications to provide leadership, maintain harmonious relations among employees and with the Contractor, and shall conduct business in a respectful and business-like manner. The Job Site Representative shall be a qualified working craftsman designated to act as a representative of the Council relative to the application of the Agreement with the signatory Contractor. ***(Refer to LRS-67 for additional duties.)***

The Job Site Representative shall be allowed a reasonable amount of time during the workday to conduct Council business and shall have access to a telephone to contact the Council when in need of assistance or direction. These duties shall not unduly interfere with the performance of the Job Site Representative's work assignments.

The Job Site Representative shall be the last journeyman to be laid off in their craft, provided that he/she is qualified to perform the required work. The Council shall be notified by the Contractor prior to the Job Site Representative being laid off or terminated.

Should the Job Site Representative fail to provide leadership and maintain harmonious relations among the employees and the Contractor, the Council may designate a new Job Site Representative at their discretion.

ARTICLE X: CONTRACTOR'S REPRESENTATIVE

The Contractor shall appoint a representative who shall cooperate with the onsite Union Representative in the exchange of information which will be beneficial to the harmonious operation of the project. The Council and the Joint Administrative Committee shall be informed as to the identity of the Contractor's representative.

ARTICLE XI: LOCAL UNION REPRESENTATIVES

1. Officials of any of the signatory Unions shall be provided access to projects covered by this Agreement. Requests shall be arranged through the Contractor for such visitations in keeping with Owner's uniform rules of safety and security as expeditiously as possible. Each Local Union shall designate a working journeyman as a steward. The steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. Each steward shall be concerned solely with the employees of the Contractor. The role of the steward is to represent employees in the craft in Step I of the grievance adjustment procedure.

2. If relations between the steward and the Contractor become noncooperative, the Contractor may request that the Council investigate the circumstances and take the necessary action to keep this Agreement enforced in good faith. Continuing problems will be resolved by the Joint Administrative Committee.

3. The steward shall be the last journeyman to be laid off in the craft, provided that he/she is qualified to perform the required work. When there are only two craftsmen of the same discipline remaining on the job site working directly for the Contractor and one is the Job Site Representative and the other is the craft steward, should a further reduction in force be required, then the Job Site Representative will be retained so long as the work of the Contractor continues and provided that he/she is qualified to perform the required work. ***(LRS-33)*** The Local Union shall be notified by the Contractor prior to the steward being laid off or terminated.

4. Augmented employees are represented by the same steward as employees working directly for the Contractor. Where there are both augmented and directly supervised employees in a craft, the steward designated by the Local Union is to be a working journeyman working as a directly supervised employee. ***(LRS-42)***

   In the event augmentation work continues beyond other project work, the job steward shall be retained as the steward for augmentation workers employed by the same Contractor at the same site, provided the augmentation work includes the work of his or her craft and further provided he or she is currently qualified to perform the augmentation work, including possessing all necessary certifications and meeting all clearance requirements. ***(LRS-48.10)***

ARTICLE XII: WAGE RATES AND PAYDAY

1. Wage rates for work performed by laborers and mechanics under this Agreement are set out in Exhibit A and_Exhibit C which lists the total rate for each classification, consisting of a basic wage rate, contributions to pension and health and welfare funds, and any applicable travel or subsistence allowances. Contributions to ***Helmets to Hardhats*** *(LRS-68 & form)* ***and*** apprenticeship funds are set out in Exhibit B.

   It is further agreed that contributions by all employees covered by this agreement to the United Way will be matched by their employers (Contractors) working under this Project Agreement up to five cents per hour for each contributing employee. *(LRS-5 & 7)*

   This Agreement does not provide for payment for time off for voting, state or local regulations not withstanding. *(LRS- 13)*

   Under the terms of this Agreement, no other payments are required to be paid.

2. The Contractor and covered Subcontractors shall make health and welfare and pension trust fund contributions to the applicable fund, identified by the Council, but shall not be required to otherwise sign trust fund participation agreements unless legally required per the trust documents. Any signing of trust documents will apply to this project only. Where a Contractor's required contributions to the applicable health and welfare and pension trust funds are different than that specified in Exhibit A or Exhibit C, the Contractor shall change its wage payment by an amount sufficient to make the total of wages plus any applicable travel or subsistence, health and welfare, and pension contributions equivalent to that specified in Exhibit A and Exhibit C.

3. The hourly wage rate for nonjourneymen is 60 percent of the corresponding journeyman rate except that this rate shall only be used in the crafts which recognize such classifications. *(Refer to LRS-35 as appropriate.)*

4. The rates set out in Exhibits A, B, and C will be changed periodically based on agreements reached between TVA and the Council. Revisions to the wage rates usually become effective near the beginning of the calendar year. Changes will become part of this contract as of their negotiated effective date.

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

6. Laid off employees who are not paid at least 75 percent of the wages due them on the last day of work will receive two additional hours' straight-time pay. Absent other mutually agreed-upon arrangements, the final paycheck will be sent to the employee's permanent address via Priority Mail, postmarked no later than the second business day (Monday through Friday) following the last day of work. Should the mailing of the final paycheck be delayed beyond this second business day, the employee will receive two additional hours' straight-time pay for each additional business day (Monday through Friday) until the paycheck is mailed. ***(LRS-48.9)***

7. ***Employees are required to utilize direct deposit when offered by the Contractor.*** ***(LRS-72.3)***

ARTICLE XIII: TWENTY-FOUR-HOUR RULE AND MEAL ALLOWANCE

All time worked before and after the regularly established shift hours in any 24-hour period shall be paid at the rate of time and one-half. All time worked on the seventh day and holidays shall be paid at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but not to exceed double the straight-time rate of pay. Any employee working overtime beyond his/her shift shall be paid overtime.

Meal allowance is only applicable to unscheduled overtime. If an 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 $8.00 in lieu thereof, if he/she works more than two hours beyond his/her scheduled shift. This provision will be repeated after each four hours of overtime thereafter. The second four-hour period will begin after the first meal period has been completed. The $8.00 allowance or the hot meal is at the discretion of the employer. ***(LRS-14)***

It shall be the Contractor's option to pay the employee to "eat on the fly" or have the employee take the full one-half hour unpaid lunch period. ***(LRS-14 & 36)***

The ***$8.00*** meal allowance amount provided in this section shall be adjusted as necessary to coincide with the prevailing meal allowance rate provided for in the General Presidents Project Maintenance Agreement. Such adjustments shall be made effective immediately upon receipt by the

ARTICLE XIII: TWENTY-FOUR-HOUR RULE AND MEAL ALLOWANCE—continued

Contractor of proper notice that adjustment in the General Presidents Project Maintenance Agreement rate has been made.

ARTICLE XIV: DAY WORK SCHEDULES

1. The standard workday shall be an established consecutive eight-hour period between the hours of 7 a.m. and 5 p.m., exclusive of a 30-minute lunch period. Forty hours per week shall constitute a week's work, Monday through Friday inclusive. Nothing in these Articles shall be construed as guaranteeing any employee eight hours of work per day or 40 hours per week. ***The shift start time for augmented workers and the contractor's employees assigned to plant support may be scheduled to begin at the same start time as TVA's annual work force.*** *(LRS-48.8.a)*

   When augmenting workers to TVA, the augmented employees' hours of work may be scheduled to match the hours of work of the TVA annual work force. *(LRS-48.8.b)*

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

   If an employee is required to take a lunch break more than one hour prior to or more than one hour beyond his/her regularly-scheduled lunch period, he/she shall be paid for the lunch period at the appropriate premium rate. *(LRS-15)*

2. For the purpose of computing overtime, the start of the workday shall be considered as the start of the work schedule as defined in this Article and continue for a 24-hour period. This shall include all work performed on Saturday, Sunday, and holidays. If multiple shifts are worked as defined in Article XVI, the 24-hour period will begin with the starting time of each respective work shift and continue for a 24-hour period. *(LRS-22-int#13)*

   The start of the workweek begins on Monday with the start of the day (first) shift.

3. The Contractor may schedule workweeks consisting of four ten-hour shifts at the straight-time rate of pay, Monday through Thursday. Such shifts may be scheduled for day shift hours (first shift), evening shift hours (second shift) or night shift hours (third shift). When the majority of hours worked fall between 5 p.m. and midnight, the employee will be paid ten hours at the straight-time rate for nine and one-half hours worked. When the majority of hours worked fall between midnight and 7 a.m., the employee will be paid ten hours at the straight-time rate for nine hours worked. When notifying the Union to refer individuals to a job where it is known in advance that four ten-hour shift schedules will be worked, the Contractor will notify the Union of the intended shift schedule. Otherwise, any change to or from a four ten-hour shift schedule will require a five-workday notice unless this notice is waived by the Administrator of the Council. ***(LRS-48.8.c)***

   When working a 4-10 schedule under the Project Maintenance and Modification Agreement, all time worked on the first off day shall be paid at the rate of time and one-half. All time on the second off day shall be paid for at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but not to exceed double the straight-time rate of pay. For all time worked on any off day within the workweek subsequent to the second off day shall be paid at the rate of time and one-half. ***(LRS-51)***

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

5. All time before and after the established workday, Monday through Friday, and all time on the first off day shall be paid for at the rate of time and one-half. All time on the second off day and the holidays stated in Article XVIII shall be paid for at the overtime rate as determined by the overtime multiplier in the appropriate local agreement but not to exceed double the straight-time rate of pay. For all time worked on any off day within the workweek subsequent to the second off day shall be paid at the rate of time and one-half. ***(LRS-10)***

6. When augmenting workers to TVA, the augmented employees' hours of work may be scheduled to match the hours of work of the TVA annual work force. *(LRS-48.8.b)*

   The shift start time for augmented workers and the Contractors' employees assigned to plant support may be scheduled to begin at the same start time as TVA's annual work force. *(LRS-48.8.a)*

   The parties agree that when hourly craft employees are augmented to the Tennessee Valley Authority and working the same shift schedule as the annual workforce, Tuesday through Friday (four-day/10 hours per day), Monday is to be considered the first off-day. *(LRS-65, int. 3)*

ARTICLE XV: STAGGERED WORKWEEK

Facilities requiring continuing maintenance or modifications on a seven-day basis can be established.

When a seven-day staggered workweek is established, it is understood that the employees shall receive two consecutive days off in lieu of Saturday and Sunday. If the employee works either of these two days, the first regularly-scheduled day off shall be paid at the rate of time and one-half his/her regularly-established rate; when an employee works his/her second day off, he/she shall be paid at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but not to exceed two times his/her regularly-established wage rate. All other overtime payment shall be consistent with the terms of this Agreement. Within the concept of the staggered workweek, a second shift may be established. Employees working on such second shifts shall work seven and one-half hours and receive eight hours' pay. Employees working on third shift shall work seven hours and receive eight hours' pay.

ARTICLE XVI: TEMPORARY SHIFT WORK CONDITIONS

1. When so elected by the Contractor, multiple shifts on a temporary basis of at least three consecutive workdays duration may be worked. The temporary shift may be worked on a two- or three-shift basis. *(LRS-38)* When two or three shifts are worked, the first or day shift shall be

established on an eight-hour basis for eight hours' pay, the second shift shall be established on a seven-and-one-half-hour basis for eight hours' pay, and the third shift shall be established on a seven-hour basis for eight hours' pay. *(LRS-38)*

If the first off day and/or the second off day 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. *(LRS-38)*

If there is any violation of the temporary shift provisions to circumvent the regular overtime provisions of this Agreement by unnecessary fluctuation of the three consecutive workday provision, then all employees on such shifts will be paid at the appropriate overtime rate. The terms of the temporary shift arrangement shall be deemed fulfilled as long as the shifts remain intact. The number of employees and/or crafts may be increased or decreased as the workload requires, with no requirement that an employee and/or craft work the three full days. *(LRS-38)*

The determination of the start of multiple shifts is the prerogative of the Contractor. If it is necessary to use employees from a previous shift within a 24-hour period, overtime provisions of Article XIV shall apply and will be considered the beginning of the three consecutive workdays.

2. When an employee works through two consecutive eight-hour work periods, he/she shall remain on overtime until he/she receives a shift break of a minimum of seven hours. This does not apply to call-ins as defined in Article XIX. *(LRS-38)*

ARTICLE XVII: PERMANENT SHIFT WORK CONDITIONS

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

2. The standard workday shall be eight hours of continuous employment, including lunch period. Forty hours per week shall constitute a week's work. All time worked in excess of eight hours per workday shall be paid at the applicable overtime rate. If a regularly-scheduled day off is worked, the first day shall be paid at the rate of time and one-half, and the second scheduled day off worked shall be paid at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but not to exceed double time.

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

4. When permanent shifts are to be reduced or canceled, the Job Site Representative shall be given at least three day's notice in writing.

5. It is agreed that other shift options such as an alternating four ten-hour shift operation will be discussed for implementation if the Contractor and/or Owner determine that it would be beneficial to the project. The parties involved shall call on the Joint Administrative Committee to request such change; requests shall be in writing, and the Joint Administrative Committee decision shall be final.

ARTICLE XVIII: HOLIDAYS

1. The following six 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
   4th of July
   Labor Day
   Thanksgiving Day
   Christmas Day

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

3. For normal workdays before or after a recognized holiday, only when the work needs and/or schedule of TVA and the Contractor permit, the Contractor may survey the job stewards to see if employees want to work. The weight of each job steward's vote will be one vote for each employee in their craft employed on that project on the (day) date in question. (Example: For a craft with 15 employees, that craft's job steward will submit only one ballot of yes or no, but that one ballot will be considered as 15 votes. The job steward's ballot cannot be split and will be either a yes or no vote.) If the vote indicates that the majority want the day off and the Contractor so acts, grievances over the nonpay period will not be accepted. ***(LRS-34)***

4. Holidays that are celebrated by TVA employees that are not consistent with those set forth in this Article are considered normal work days under the terms of the Project Maintenance and Modification Agreement. If all or a portion of the work orders are withheld by TVA on these TVA holidays, then these days shall be considered scheduled days off for employees affected. If the affected employees are then subsequently called into work, they shall be paid not less than four (4) hours at the applicable rate. ***(LRS-31, paragraph 3)***

5. Employees are not paid for holidays unless they work them.

ARTICLE XIX: REPORTING TIME AND CALL-INS

1. Reporting Pay

When an employee or new hire reports to work on any shift between the established hours of his/her regular work and is not given the opportunity to work because none was available and was not notified before the completion of the previous day's work, he/she shall be paid two hours' reporting time ***at the applicable hourly rate***. ***(LRS-30)*** ***The Contractor may assign the employee tasks that do not require the use of the tools of the trades (such as training, pre- or post-job briefs, or informational exchange sessions) during this two -hour period.*** ***(LRS-72.4)***

When employees are assigned and start to work with the tools of the trades, they shall be paid not less than four hours, and if they work beyond the four hours, they shall be paid for actual time worked. ***(LRS-72.4)***

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

2. Call-Ins

A call-in shall be defined as notification by whatever means to an employee to report for work outside of 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. 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, scheduled day off, or holidays, he/she shall be paid not less than four hours at the applicable overtime rate for that day except when this call-in is prior to and continuous with normal work hours.

c. When an employee is called in after the established quitting time of his/her regular shift, he/she shall be paid not less than four hours at the applicable overtime rate. If he/she works beyond the four hours, he/she will be paid for actual hours worked.

d. If there is an overlapping of an employee's time from the fifth day to the sixth day, the sixth day to the seventh day, or holidays as a result of a call-in from one day to the next, the employee shall be paid under the four-hour plan as outlined in Subsection b above at the applicable overtime rate, but at no time will he/she receive the four-hour guarantee more than once for any one call-in.

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

ARTICLE XX: TOOLROOMS

1. The Contractor and the Council Unions agree that it shall be the Owner's prerogative to maintain and operate a general centrally located toolroom and warehouse. The Council Unions agree that the staffing required for the operation of the centrally located toolroom and warehouse may at the Owner's option be employed directly by it.

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

ARTICLE XXI: 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 Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant.

Employees must use diligent care to perform their work in a safe manner. Failure to do so may result in immediate dismissal. ***See LRS-64.*** *(LRS-64)*

Refer to LRS-67 for additional guidance on safety and TLSA *(LRS-67)*

ARTICLE XXII: PROJECT RULES AND REGULATIONS

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

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

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

ARTICLE XXIII: PERIODIC CONFERENCE

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

ARTICLE XXIV: GENERAL SAVINGS CLAUSE

1. Any provisions in this Agreement which are in contravention of any federal, state, local, or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable. If any provision in this Agreement is declared unlawful, TVA and the Council will meet to attempt to develop an acceptable alternative.

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

3. Each Contractor (including Subcontractor) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the Council and a Contractor respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations, and duties between the Council and any other Contractor covered by this Agreement. Notwithstanding any other provision of this Agreement, if a Subcontractor fails to make the health and welfare and/or pension fund contributions required under this Project Agreement, the Primary Contractor will be responsible for making such contributions.

ARTICLE XXV: 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 THAT WOULD AFFECT THE TERMS OF THIS AGREEMENT. THERE SHALL BE NO LOCKOUTS BY THE CONTRACTOR.

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

    a. If the Contractor contends that any Union has violated this section, it will telegraph or fax the General President(s) of the Union(s) involved advising of that fact. The President(s) will im-

mediately instruct the Union(s) to cease any violation of this section and advise the Contractor and Joint Administrative Committee of action taken.

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

c. If any of the Unions or the employees contend that the Contractor has violated this section, such Unions on behalf of the employee will immediately telegraph or fax the Owner and designated representatives of the Contractor who will immediately take any necessary steps to bring about corrective action.

ARTICLE XXVI: TERM OF THE AGREEMENT

This Agreement shall be in full force and effect through November 30, ***2021*** ***(LRS-72.2)***, and shall continue from year to year thereafter unless 60 days' notice of termination is given by either the Council or, with TVA's concurrence, the Contractor.

ARTICLE XXVII: AGREEMENT BETWEEN TVA (OWNER) AND COUNCIL REGARDING COVERED MAINTENANCE AND MODIFICATION WORK

1. The Contractor, Council, and TVA agree that this Project Maintenance and Modification Agreement governs the respective rights and obligations of the Contractor and the Council covering the Contractor's employees and that, by signing this Agreement, TVA does not assume the rights, obligations, or liabilities of any Contractor or the Council under this Agreement. The dispute resolution procedures contained in other Articles of this Project Agreement are not applicable to matters covered by this Article.

It is further understood that this Project Agreement does not have the effect of creating any joint employer status between or among the Owner or any Contractor or Subcontractor.

With these understandings, TVA and the Council agree to the provisions described below.

2. TVA and the Tennessee Valley Trades and Labor Council agree that each contract in excess of $250,000 for TVA's Fossil, Nuclear, and Hydro organizations or $350,000 for all other TVA organizations for work involving the maintenance or modification of TVA facilities and which requires the employment of laborers and mechanics in such work shall contain a provision requiring the Contractor to become signatory to this Project Maintenance and Modification Agreement. This requirement shall apply only to that maintenance and modification contract work which falls within the scope of work and definitions outlined in Articles V and VI and does not apply to Specialty Contracts as defined in Article VI of this Project Maintenance and Modification Agreement.

   This Agreement does not cover contracts in amounts of $250,000 or less for TVA's Fossil, Nuclear, and Hydro organizations or $350,000 for all other TVA organizations, in part to ensure that businesses within the TVA power service area and small, disadvantaged, minority- or women-owned businesses shall have enhanced opportunity to compete for and be awarded such contracts.

   Disputes regarding the applicability of this Section 2 shall be handled as follows:

   If TVA determines that a particular contract which otherwise would be covered by this Project Agreement is excepted from coverage under this section, it shall notify the Council before the contract is awarded. Any Council disputes regarding this determination must be received by a person designated by TVA within three workdays of the Council's receipt of notification. If TVA and the Council cannot resolve this dispute, the Council may appeal the dispute to an arbitrator, who is jointly selected by TVA and the Council, and who serves for an appointed term of one year, but subject to removal by either party upon 30 days'

notice. Such appeal must be made within five workdays of TVA's receipt of the Council's initial dispute.

The parties shall obtain the current list of permanent arbitrators used by the Council and TVA under their General Agreement covering annual employment and select an arbitrator from that list by alternatively striking names from the list until only one name remains. The arbitrator whose name remains shall hear the dispute provided he/she can hear the case within ten calendar days.

Within two workdays of any appeal, the parties shall procure an arbitrator and set a hearing date to be held within ten workdays of the appeal. The hearings will be held in Chattanooga or Knoxville, Tennessee, unless the parties mutually agree otherwise. Said hearings shall be completed in one session, not to exceed one day. The Award shall be issued in writing within 24 hours after the close of the hearing. If any party desires an Opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with or enforcement of the Award. If the arbitrator decides in TVA's favor, TVA may proceed with this contract.

3. TVA and the Council mutually recognize that maintenance and modification work is different from construction work, and pay and working conditions have been developed especially for such maintenance and modification work. Based on a review of relevant data and practices in the relevant vicinity and of the relationship between Power Construction wage rates and wage rates paid for power plant maintenance and modification work similar to work under this Agreement, TVA and the Council agree on the following method of establishing the prevailing rate of wages for work performed under this Agreement. The wage package will consist of a basic wage rate, pension, health and welfare contributions, apprenticeship fund contributions where applicable, and where applicable, any transportation and subsistence payments. ***TVA and the Council agree that the prevailing basic wage rate for work under this contract is the rate that is established for power construction work pursuant to the procedure established in the Construction Project Agreement.*** *(LRS-48.3)*

These wage rates will correspondingly be adjusted each time the construction wage rates are adjusted. Disputes over the prevailing rate of wages may be referred to the Secretary of Labor in accordance with Section 3 of the TVA Act.

Contributions to health and welfare funds and pension funds for each hour worked and payments for any applicable travel and/or subsistence will be made at the rates negotiated by TVA and the Council for power construction work as reflected in Exhibit A to this Project Agreement. Contributions to apprenticeship funds shall be made at the rates negotiated by TVA and the Council for power construction work as shown in Exhibit B of this Agreement.

4. The Council Unions and the Contractor understand that the Owner may choose to perform or directly contract or purchase any part or parts of the work necessary on any covered project. Should TVA choose to directly perform work that would otherwise be within the scope of this Agreement, it will negotiate an Agreement with the Council along the lines of this Project Agreement (modified as appropriate to reflect TVA's status as a federal agency) and such work will be performed under that Agreement.

5. The Council shall designate an individual who is authorized by the Council to finally and conclusively bind it and each of its constituent Unions in the execution of the Project Maintenance and Modification Agreement in all matters arising thereunder, in the negotiation and execution of any amendments to this Project Maintenance and Modification Agreement, and in the negotiation of any wages and monetary fringe benefits as required under this Agreement.

6. This Article shall be effective beginning with contracts entered into based on Requests for Proposals, Invitations for Bids, or Requests for Offers issued on or after the date of execution of this Project Agreement. Under this Article, this Project Agreement will be required in all covered contracts executed through May 31, ***2021*** *(LRS-72.1)*. This Article shall continue from year to year thereafter unless 60 days' notice of termination is given by either TVA or the Council. The date of execution of the Project Agreement is deemed to be the last date on which it is signed by any signatory party.

The Presidents of the Unions listed below, which comprise the Tennessee Valley Trades and Labor Council, hereby approve this Project Maintenance and Modification Agreement and authorize the Council, through its designated representative, to execute, administer, and make revisions to this Project Agreement.

Revised effective June 1, 2016. *(LRS-72.5)*

Entered this 12th day of August, 2015, by

Susan E. Collins
Vice President
Human Resources
Tennessee Valley Authority

Kevin R. Adkisson
Administrator
Tennessee Valley Trades and Labor Council and North America's Building Trades Unions

James P. McCourt
General President
International Association of Heat and Frost Insulators and Allied Workers

Newton B. Jones
International President
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

James Boland
President
International Union of Bricklayers and Allied Craftworkers

Douglas J. McCarron
General President
United Brotherhood of Carpenters and Joiners of America

Lonnie R. Stephenson
International President
International Brotherhood of Electrical Workers

Sean McGarvey
President
North America's Building Trades Unions

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

James T. Callahan
General President
International Union of Operating Engineers

Kenneth E. Rigmaiden
General President
International Union of Painters and Allied Trades

Patrick D. Finley
General President
Operative Plasterers' and Cement Masons' International Association of the United States and Canada

Kinsey M. Robinson
International President
United Union of Roofers, Waterproofers and Allied Workers

Joseph Sellers, Jr.
General President
International Association of Sheet Metal, Air, Rail and Transportation Workers

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

Terry O'Sullivan
General President
Laborers' International Union of North America

R. Thomas Buffenbarger
International President
International Association of Machinists and Aerospace Workers

William P. Hite
General President
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

James P. Hoffa
General President
International Brotherhood of Teamsters

PROJECT MAINTENANCE AND MODIFICATION AGREEMENT FOR WORK PERFORMED FOR THE TENNESSEE VALLEY AUTHORITY

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Updated PMMA in accordance with the appropriate LRSs as of June 1, 2016. For LRSs please go to web address listed above.

CONSTRUCTION PROJECT AGREEMENT

FOR WORK PERFORMED FOR THE TENNESSEE VALLEY AUTHORITY

Updated June 1, 2018

CONSTRUCTION PROJECT AGREEMENT

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CONSTRUCTION PROJECT AGREEMENT

This Project Agreement is entered into between the signatory Contractor and the Unions comprising the Tennessee Valley Trades and Labor Council listed hereinafter (herein referred to as the "Council") for the covered project.

The Council is composed of the following International Unions:

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

COVENANTS

WHEREAS the Contractor is engaged in the business of construction (as defined in Articles V and VI) and this work is of importance to the Council Unions herein listed, the Council Unions herein listed with the Contractor wish to enter into an agreement for their mutual benefit covering work of this nature.

WHEREAS, it is essential that work performed for TVA will enable it to be fully competitive with the best utilities in North America.

WHEREAS, the Council 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 Council Unions, and the Contractor has a commitment and/or contract from the Owner for construction work recognized by the Council as being within the jurisdiction of said Council Unions.

WHEREAS, in order to ensure relative equity and uniform interpretation and application, the Council 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 Council Unions desire to mutually stabilize wages, hours, and working conditions.

WHEREAS, the Contractor and the Council 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.

WHEREAS, it is the intention of the parties that this Agreement will be long-term in nature and will remain in full force and effect while it serves its useful purpose.

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

ARTICLE I: INTENTS AND PURPOSES

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.

It is agreed that the Contractor shall sign, accept, and be bound by the terms and conditions of this Project Agreement. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements and that the Contractor will not be obligated to sign any other local, area, or national agreement.

Each covered Contractor shall also ensure that its Subcontractors become signatory to and be required to follow the provisions of this Agreement while performing work on the project site, unless the onsite work is incidental to the overall work under the subordinate contracts. This shall not apply to Subcontractors performing specialty work or to Subcontractors whose contracts are for $100,000 or less. Under no circumstances will multiple applications of subcontracts be used to circumvent the basic intent of this Agreement.

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 Council 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.

The parties agree to use their best efforts to develop and implement provisions in the Project Agreement which would provide monetary or other incentives to employees to encourage worker safety, completion of project on or before schedule, and within or below budget and productivity targets.

ARTICLE II: MANAGEMENT RIGHTS

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

A. Plan, direct, and control the operation of the work.

B. Decide the number of employees to be hired with due consideration to the proper craft classification thereof.

C. The Contractor has the complete authority and right to assign and/or move employees within the job site. This right is not restricted by the type or classification of work, including, but not limited to, augmentation, capital, operating and maintenance, or contractual arrangement with TVA or other Contractors. ***(LRS-43)***

D. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name who have special skills or have previous construction experience. Any concerns about abuse of this provision will be immediately referred to the Joint Administrative Committee.

E. 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 construction project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.

F. Determine work methods and procedures.

G. Determine the need and number of foremen and lead foremen. To name foremen and lead foremen and to require foremen to work with their tools when in the Contractor's opinion this is advisable. This is not to mean that the Contractor will have an inadequate amount of supervision on the job.

H. Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this Agreement. In that regard, the parties understand that the Owner and Contractor have a strong interest in ensuring a safe and productive, drug- and alcohol-free workplace, and support Fitness For Duty policies and procedures established (and as may be amended) by the Owner and/or Contractor, including any drug and alcohol testing program.

I. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely. ***An employee removed from TVA's property for safety rule violation(s) may not be referred again for employment to the owner's project site for a period of not less than 120 days.*** *(LRS-64)*

J. Discharge, suspend, or discipline employees for proper cause.

K. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor.

L. The Council Unions understand the extreme importance of maintaining construction schedules and productivity. Therefore, the Council 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 Council Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools, or labor-saving devices.

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

N. The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

O. The parties to this Agreement affirm the necessity of cooperation and the resolution of disputes and misunderstandings. It is agreed that on projects involving 200 or more Contractor craft employees, monthly job site meetings will be held with representatives of the Contractor and the Council. The purpose of these meetings is to serve as a communication forum, discuss project status and issues, and seek to re-

solve informally any issues which would otherwise result in grievances or be referred to the Joint Administrative Committee. It is agreed that a Joint Administrative Committee, composed of a representative of the Contractor and the Council, shall be established and shall meet not less than once per quarter. ***(LRS-48.13.a)***

The Council Administrator and representatives of TVA's larger partner Contractors shall determine methods for selecting Joint Administrative Committee members and case assignments such that cases to be considered will be assigned to Joint Administrative Committee members representing Contractors and Unions other than those involved in the dispute. TVA and the Council Administrator shall be notified of all Joint Administrative Committee meetings and the issues to be discussed. TVA and the Council Administrator reserve the right to participate in any Joint Administrative Committee meeting, in part to ensure that Joint Administrative Committee actions are consistent with the intent of the parties and within the meaning of the Project Agreements. ***(LRS-48.13.b)*** At such meetings, reports concerning any violation, dispute, questions, interpretation, application, or practices arising out of this Agreement shall be discussed. Absenteeism, labor turnover, availability of qualified craftsmen, need for training, and other matters affecting productivity shall be thoroughly discussed. The Joint Administrative Committee can resolve any issue brought to it, but must act unanimously. The joint Administrative Committee will not be used to circumvent the grievance process or the time limits contained in that process.

In the event a matter is not resolved by the Joint Administrative Committee, the Council or Contractor may appeal the grievance to arbitration. In each case so appealed to arbitration, TVA shall request and pay the administrative expense for procuring a panel of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Upon receipt of the panel, the Council and the Contractor shall alternately strike one name, with the grieving party striking first, until one name remains, and this remaining person shall be the arbitrator for the case. ***(LRS-48.14)***

The expenses of the arbitrator shall be equally borne by the Contractor and the Council Union involved. All decisions of the arbitrator shall be within the scope and terms of this Agreement. The arbitrator

shall not have the authority to amend, modify, add to, or alter the scope and terms of this Agreement, nor to render any decision on jurisdictional issues.

ARTICLE III: UNION SECURITY AND REFERRAL

A. The Contractor recognizes the Council as the sole and exclusive bargaining representative for all craft employees of the Contractor at this project.

B. The Contractor agrees to recognize and be bound by the legal referral facilities maintained by the Union(s) which are not inconsistent with the terms of this Agreement, including Article II, and shall notify the Union ***in writing or electronically (i.e., fax, e-mail)*** when workers are required. ***If TVA changes from one contractor to another contractor on the same scope of work, all workers employed on the date of the change shall have their payroll rolled over to the successor contractor and neither the successor contractor nor such employees shall be bound to any provision in the union's referral procedure that is inconsistent with the successor contractor's continued employment of such employees.*** *(LRS-63)*

Prior to the close of the first pay period, the successor contractor will allow sufficient time for the signing of payroll deduction and contribution authorization forms. *(LRS-63)*

C. All Contractors signatory to the Project Agreement must contact the Council Office to report their project's scope of work, begin date, staffing needs, etc., at least ten days, except in emergencies, before beginning work. All Contractors signatory to the Project Agreement with the cost of labor expected to exceed $100,000 may be required to conduct a pre-job conference (teleconference if less than $100,000) as determined by the Council Office. The Contractor will determine the date, time, and location of such conferences and make arrangements for the facilities for such meetings.

D. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, poli-

cies, or requirements. There shall be no discrimination against any employee or applicant for employment because of his/her membership or nonmembership in the Union.

E. In the event the referral facilities maintained by the Union(s) are unable to fill the requisition of the Contractor(s) for employees within a 48-hour period after such a requisition is made (Saturday, Sunday, and holidays excluded), applicants for such requisition may be employed from any source. The 48-hour period does not apply in an emergency.

F. The Contractor shall have the right to reject any applicant referred by the Union(s) for good and sufficient cause. Good and sufficient cause shall include failure to demonstrate competency in work processes or techniques through successful completion of tests as may be required by the Contractor.

G. The Contractor shall have the right to hire lead foremen and foremen in accordance with Section B above and other key employees. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area. The Contractor shall also have the right to hire persons currently receiving benefits from the Office of Workers' Compensation Programs (OWCP) as a result of injuries or illnesses incurred as a result of TVA employment. The Union shall have the opportunity to refer qualified candidates for the positions of lead foremen, foremen, and qualified OWCP recipients. These employees will be referred through the recognized craft referral procedure. In cases of employment for positions requiring special skills or qualifications, the Contractor will notify the Union(s) of the qualification tests or skills required and the Union(s) may refer any qualified applicant. The Contractor shall be the sole judge of all applicants' qualifications.

H. The Union(s) shall not refer employees employed at the project site by a signatory Contractor to other employment, nor shall the Union engage in other activities which encourage work force turnover or absenteeism. A contract employee who resigns from work at any TVA project and/or worksite will not be eligible for employment with the same or another signatory Contractor performing work for TVA for a period of 60 days following the date of his/her resignation. **EXCEP-**

TION: The application of this rule to a particular employee may be waived when the Contractor(s) and the Council representative involved mutually agree prior to an employee's actual resignation that he/she can be rehired. ***(LRS-6)***

I. During a layoff, the Contractor has the right to retain the employees of their choice without regard to any other criteria. Employees terminated for cause may not be referred for employment to the Owner's project site for a period of not less than 90 days. After 90 days, such employees may be rehired at the Contractor's sole discretion.

J. An employee or applicant required to satisfactorily demonstrate his/her ability to perform certain tasks through an examination or test (e.g., welding tests) or to demonstrate expertise determined by the Contractor to be necessary to perform construction work or to satisfactorily complete requirements for nuclear plant access (e.g., General Employee Training) shall be paid for that time required to take the exam or test provided the employee or applicant successfully passes the exam or test.

K. It is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet any Owner or Contractor requirements for security or access clearance in connection with federal law or regulation. A Contractor employing craftsmen who are required to have Nuclear Regulatory Commission (NRC) clearance may request and shall be referred craftsmen who have currently active NRC clearances irrespective of their place on the out-of-work list. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this Agreement. Determinations as to whether a security or access clearance should be granted or revoked, or actions related thereto, are not subject to the grievance procedure.

L. It is agreed that on any project, at the Contractor's discretion, the total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Apprentices and nonjourneymen shall only be used in crafts which recognize such classifications. ***(Refer to LRS-35)*** In the event that the Local Unions cannot supply apprentices or nonjourneymen as required, the Contractor may hire

from any source available to achieve the maximum ratio set forth above. Recognizing the need to maintain continuing support of apprenticeship and similar training programs, the Contractor will, to the extent permitted by job conditions, employ apprentices to perform work which is performed by his/her craft and which is within his/her capabilities. The Contractor will be informed annually of TVA's affirmative action goals for apprenticeship programs. When the Union cannot provide minority and women candidates adequate to meet these goals or to permit the Contractor to be in compliance with the affirmative action requirements placed upon government Contractors and any contract requirements which the Owner may impose, the Contractor may acquire qualified candidates in underrepresented groups from any source. These candidates must meet the standards set forth in the appropriate Union apprenticeship program.

M. 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.

ARTICLE IV: NONDISCRIMINATION

The Council Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or handicap as well as recognize the need for and support an effective Affirmative Action Program for recruiting, promoting, and retraining protected classes.

The Contractor will be informed annually of TVA's referral goals for qualified women and minorities.

When the Union cannot provide minority and women candidates adequate to meet these goals for employment, the Contractor, in compliance with

the affirmative action requirements placed upon government Contractors and consistent with the Owner's terms of the contract, may acquire qualified candidates from any source.

ARTICLE V: SCOPE OF WORK

A. This Agreement covers only that construction work assigned by the Owner to the Contractor and performed by the employees of the Contractors covered by this Agreement, including the Office Construction, Maintenance, and Modification Supplement.

B. This Agreement does not cover work classified as specialty work as defined by the Owner.

ARTICLE VI: DEFINITIONS

A. Power construction work as defined by the Owner is construction work at a new or existing plant site directly related to the construction of new generating capacity or transmission construction.

B. Office construction, maintenance, and modification work as defined by the Owner includes work related to the construction, maintenance, modification, or addition to offices, other buildings, or facilities. It does not include maintenance or modification work that is directly related to the mechanical operation of an existing plant, such as addition of scrubbers or other pollution-control facilities, coal/bulk material handling systems, other systems at existing plants, or work within the power block at Watts Bar Nuclear Plant. ***Refer to LRS-54.6 for additional work exclusion from Project Agreements.*** *(LRS-54.6)*

C. Specialty work is limited to work requiring specialized knowledge, skills, or equipment operation not normally possessed by the craft and referable out of the Union halls. Specialty work would include Contractors who utilize a special technique to perform what would otherwise be nonspecialty work; such special technique or process must be clearly shown to result in a benefit to work efficiency, schedule, or worker health and safety. TVA will work to assist in training which will result in the development of such specialized skills within the work force.

D. "Emergencies" are generally classified as, but are not limited to, work required to prevent significant damage to equipment or facilities, prevent and/or mitigate any danger to the plant or public health and safety, or some other activity necessary to continue service to customers.

ARTICLE VII: GRIEVANCE PROCEDURE

A grievance may be filed by an employee or the Union in behalf of an employee to protest a termination, suspension, or violation of a specific provision of this Agreement. If an appeal or formal complaint with respect to an action, matter, or proposed action is or has been filed under a separate procedure provided by law or federal regulation, a grievance regarding such action, matter, or proposed action will not be accepted under this Agreement, or if already accepted, processing of it will be discontinued, and it will not be further considered or decided under this Agreement.

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

Step I: Between the aggrieved employee and/or the Local Union Representative, and the employee's immediate onsite Staff Supervisor. It is understood that the Local UnionRepresentative shall have permission to telephone the Council for guidance in any situation that may arise during working hours.

Step II: Between an International Union Representative, the Local Union Representative and the Labor Relations Manager of the Contractor. This step must be initiated by the Local Union Representative within five working days after the start of Step I. Decisions and resolutions of grievances at Steps I and II should not be considered precedential.

Step III:

1. If the grievance is not satisfactorily settled within five working days after the start of Step II, the information prepared for Step II plus any other supplemental information, facts, or positions developed in Step II shall be submitted in writing to the Joint Administrative Committee within five working days by either party. ***Any grievance requiring an interpretation of the agreement shall be referred to TVA Vice***

President of Labor Relations and Council Administrator prior to completion of Step III. *(LRS-65)*

2. The Joint Administrative Committee shall consider the grievance after receipt from Step II. In the event agreement is not reached within ten working days, the Contractor or the Council may appeal within ten working days to the arbitrator selected under Article II:O of this Agreement. 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 in accordance with Step IV of this Article.

3. Under these Project Agreements, if the matter is not resolved by the Joint Administrative Committee, it is agreed that if both the appropriate contractor and the appropriate Council representative agree, the case may be submitted to mediation. The contractor and the appropriate Council representative will jointly appoint the mediator or they may select the mediator from a panel of seven mediators. Upon receipt of the panel, the appropriate Council representative and the Contractor shall alternately strike one name until one name remains, and this remaining person shall be the mediator for the case. The party striking first will be determined by the flip of a coin. *(LRS-52)*

If efforts to settle the grievance through mediation are unsuccessful, the mediator shall promptly notify the parties in writing. Within 10 working days from the written notice of the mediator that the matter has not been resolved, the contractor or the appropriate Council representative may appeal to arbitration as described in Article VII, Step III, Paragraph 2. *(LRS-52)*

Step IV:

1. Within five working days after the grievance has been referred to Step IV, the parties shall contact the arbitrator and schedule a hearing within 20 calendar days, or as otherwise mutually agreed. The arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to, detract from, or alter in any way such provisions, nor to render any decision on jurisdictional issues.

2. In arbitration proceedings, the expenses of arbitration shall be shared by the Contractor and the Council Union involved.

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

ARTICLE VIII: WORK ASSIGNMENTS

The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement.

The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be according to decisions and agreements of record. If no such decisions or agreements exist, then the assignments shall be in accordance with established area practices. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved as follows:

A. Jurisdictional disputes will be resolved pursuant to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or any successor plan as approved by the Building and Construction Trades Department. In the event such Plan ceases to exist or any successor plan is not approved, such disputes shall be resolved by the then existing legal procedures.

B. Individuals violating this Article shall be subject to immediate discharge. Any Union violating this Article shall forfeit any further claim to the disputed work.

ARTICLE IX: UNION REPRESENTATIVES

Officials of any of the signatory Unions shall be provided access to projects covered by this Agreement provided they do not interfere with the work of the employees. Requests shall be arranged through the Contractor for such visitations in keeping with Owner's uniform rules of safety and security as expeditiously as possible. Each Local Union shall designate one official as its representative and so inform the Contractor.

Each Union shall designate a working journeyman as a steward. The steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of this Contractor and not with the employees of any other employer. ***(Refer to LRS-67)***

The Unions agree that under any and all conditions, Union representatives, stewards, and individual workmen will not interfere in any manner with TVA personnel or with the work being performed by TVA personnel.

The steward shall be the last journeyman to be laid off in the craft, provided that he/she is qualified to perform the required work. The Local Union shall be notified by the Contractor prior to the steward being laid off or terminated.

Augmented employees are represented by the same steward as employees working directly for the Contractor. Where there are both augmented and directly-supervised employees in a craft, the steward designated by the Local Union is to be a working journeyman working as a directly-supervised employee. ***(LRS-48.10)***

In the event augmentation work continues beyond other project work, the job steward shall be retained as the steward for augmentation workers employed by the same Contractor at the same site, provided the augmentation work includes the work of his or her craft and further provided he or she is currently qualified to perform the augmentation work, including possessing all necessary certifications and meeting all clearance requirements.

ARTICLE X: WAGE RATES AND PAYDAY

A. Wage rates for work performed by laborers and mechanics under this Agreement are set out in Exhibit A (Exhibit S-1 for work performed under the Office Construction, Maintenance, and Modification Supplement) which lists the total rate for each classification, consisting of a basic wage rate, contributions to pension and health and welfare funds, and any applicable travel or subsistence allowances. Contributions to ***Helmets to Hardhats*** ***(LRS-68 & form)*** ***and*** apprenticeship funds

shall be made to the Unions in the amounts shown in Exhibit B. Under the terms of this Agreement, no other payments are required to be paid. It is further agreed that contributions by all employees covered by this Agreement to the United Way ***(LRS-5 & 7)*** will be matched by their employers (Contractors) working under this Project Agreement up to five cents per hour for each contributing employee. This Agreement does not provide for payment for time off for voting, state or local regulations not withstanding.

B. The Contractor and covered Subcontractors shall make health and welfare and pension trust fund contributions to the applicable fund, identified by the Council, but shall not be required to otherwise sign trust fund participation agreements unless legally required per the trust documents. Any signing of trust documents will apply to this project only. Where a Contractor's required contributions to the applicable health and welfare and pension trust funds are different than that specified in Exhibit A or Exhibit S-1, as appropriate the Contractor shall change its wage payment by an amount sufficient to make the total wage package (wages plus contributions to pension and health and welfare funds and any applicable travel or subsistence allowances) equivalent to that specified in Exhibit A or Exhibit S-1.

C. The hourly wage rate for nonjourneymen is 60 percent of the corresponding journeyman rate. This rate shall only apply to crafts which recognize these classifications. ***(Refer to LRS-35)***

D. The rates set out in Exhibits A and B or Exhibit S-1 as appropriate will be changed periodically based on agreements reached between TVA and the Council. Revisions to the wage rates usually become effective near the beginning of the calendar year. Changes will become part of this contract as of their negotiated effective date.

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

F. Laid off employees who are not paid at least 75 percent of the wages due them on the last day of work will receive two additional hours' straight-time pay. Absent other mutually agreed-upon arrangements, the final paycheck will be sent to the employee's permanent address via Priority Mail, postmarked no later than the second business day

(Monday through Friday) following the last day of work. Should the mailing of the final paycheck be delayed beyond this second business day, the employee will receive two additional hours' straight-time pay for each additional business day (Monday through Friday) until the paycheck is mailed. *(LRS-48.9)*

G. Employees are required to utilize direct deposit when offered by the Contractor. *(LRS-72.3)*

ARTICLE XI: ABSENTEEISM

The Contractor and the Council agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility, and the Contractor shall support such action with the work record of the involved employee. Any employees terminated for such absenteeism may not be referred for employment to the Owner's project site for a period of not less than 90 days. *(Refer to LRS-54 & Att. A & A1)*

ARTICLE XII: HOURS OF WORK, OVERTIME, SHIFTS, AND HOLIDAYS

A. The standard workday shall consist of eight hours of work between 6 a.m. and 5 p.m. with one-half hour designated as an unpaid period for lunch. The standard workweek shall be five consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight hours of work per day or 40 hours of work per week.

When augmenting workers to TVA, the augmented employees' hours of work may be scheduled to match the hours of work of the TVA annual work force. *(LRS-48.8.b)*

It is agreed that augmentation of trades and labor employees under the Construction Project Agreement is to be limited to Transmission Construction. It is expected by the parties that all other augmented trades and labor employees will be covered by the Project Maintenance and Modification Agreement. *(LRS-50)*

B. The Contractor may schedule workweeks consisting of four ten-hour shifts at the straight-time rate of pay, Monday through Thursday. Such shifts may be scheduled for day shift hours (first shift), evening shift hours (second shift) or night shift hours (third shift). When the majority of hours worked fall between 5 p.m. and midnight, the employee will be paid ten hours at the straight-time rate for nine and one-half hours worked. When the majority of hours worked fall between midnight and 7 a.m., the employee will be paid ten hours at the straight-time rate for nine hours worked. When notifying the Union to refer individuals to a job where it is known in advance that four ten-hour shift schedules will be worked, the Contractor will notify the Union of the intended shift schedule. Otherwise, any change to or from a four ten-hour shift schedule will require a five-workday notice unless this notice is waived by the Administrator of the Council. ***(LRS-48.8.c)*** It is recognized by the parties to this Agreement that the standard workweek and four ten-hour schedule may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard workweek shall be submitted by the Contractor to the Joint Administrative Committee for approval. The Committee, in reaching a decision, shall take into consideration the project schedule, manpower requirements, the geographic locations of the project, and other appropriate factors. ***(LRS-48.8.c)***

The off day overtime rate for the Construction Project Agreement is different than the Project Maintenance and Modification Agreement. When working a 4-10 schedule under the Construction Project Agreement, all hours worked in excess of the regularly scheduled ten-hour worked days will be paid at time and one-half except all hours worked on Sunday and holidays (as defined in Article XII) will be paid at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but in no case shall such overtime rate be more than double the straight-time rate. ***(LRS-51)***

C. The provisions of Section C are not applicable where the employee voluntarily quits, lays out, or is out by reason of a strike, in which case the employee shall be paid for the actual time worked. ***Employees who report at the start of the shift for scheduled duty without being notified not to do so and whose services will not be re-***

quired are paid for two hours at the straight-time rate. The Contractor may assign the employee tasks that do not require the use of the tools of the trades (such as training, pre- or post-job briefs, or informational exchange sessions) during this two-hour period. If the employee is assigned to work and begins working with the tools of the trade, he/she is paid at the appropriate rate for all hours from the time he/she reported but, in no chase, for less than two hours. *(LRS-72.4)*

D. Hours worked in excess of the standard workday, Monday through Friday, shall be paid at the rate of time and one-half. Compensation for the employee's sixth day will be time and one-half. There shall be no pyramiding of overtime pay. All work performed on the employee's seventh day shall be paid the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but not to exceed double the straight-time rate of pay.

The parties agree that when hourly craft employees are augmented to the Tennessee Valley Authority and working the same shift schedule as the annual workforce, Tuesday through Friday (four-day/10 hours per day), Monday is to be considered the first off-day. *(LRS-65, int. 3)*

E. Shifts may be established when considered necessary by the Contractor.

1. Shift hours and rates will be as follows:

   First shift: Eight hours' pay for eight hours worked plus one-half hour unpaid lunch period. *(LRS-26)*

   Second shift: Eight hours' pay for seven and one-half hours worked plus one-half hour unpaid lunch period. *(LRS-26)*

   Third shift: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period. *(LRS-26)*

2. Shift shall be established and continue for a minimum of three consecutive work days.

3. If only two shifts are to be worked, the Contractor may regulate

the starting time of the two-shift operations to permit the maximum utilization of daylight hours.

F. Recognized holidays shall be as follows:

New Year's Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Christmas Day

In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall be paid at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but in no case shall such overtime rate be more than double the straight-time rate.

For normal workdays before or after a recognized holiday, only when the work needs and/or schedule of TVA and the Contractor permit, the Contractor may survey the job stewards to see if employees want to work. The weight of each job steward's vote will be one vote for each employee in their craft employed on that project on the (day) date in question. (Example: For a craft with 15 employees, that craft's job steward will submit only one ballot of yes or no, but that one ballot will be considered as 15 votes. The job steward's ballot cannot be split and will be either a yes or no vote.) If the vote indicates that the majority want the day off and the Contractor so acts, grievances over the nonpay period will not be accepted.

Holidays in lieu of those specified above may be established by agreement of the Joint Administrative Committee and installed at the Contractor's project.

ARTICLE XIII: 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 Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the project.

Employees must use diligent care to perform their work in a safe manner. Failure to do so may result in immediate dismissal. ***See LRS-64.*** *(LRS-64)*

For additional information on the matter of safety, refer to LRS-67. *(LRS-67)*

ARTICLE XIV: PROJECT RULES AND REGULATIONS

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

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

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

ARTICLE XV: GENERAL SAVINGS CLAUSE

A. Any provisions in this Agreement which are in contravention of any federal, state, local, or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable. If any provision in this Agreement is declared unlawful, TVA and the Council will meet to attempt to develop an acceptable alternative.

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

C. Each Contractor (including Subcontractor) shall alone be liable and responsible for its own individual acts and conduct and for any breach

or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the Council and a Contractor respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations, and duties between the Council and any other Contractor covered by this Agreement. Notwithstanding any other provision of this Agreement, if a Subcontractor fails to make the health and welfare and/or pension fund contributions required under this Project Agreement, the primary Contractor will be responsible for making such contributions.

ARTICLE XVI: WORK STOPPAGES AND LOCKOUTS

1. There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union, its applicable Local Union, or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or nonsignatory, or any other organization at or in proximity to the project site is a violation of this Article.

2. The Contractor may discharge any employee violating Section 1 above. The Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

3. If the Contractor contends that any Union has violated this Article, it will telegraph or fax the International President(s) of the Local Union(s) involved, the Council, and TVA, with copies to the Presidents of the Local Unions involved advising them of the fact. The International President or Presidents will immediately instruct, order, and use the best efforts of his/her office to cause the Local Union or Unions to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

4. Any party may institute the following procedure in lieu of or in addition to any other action at law or equity when a breach of Section 1 above is alleged:

    a. A party invoking this procedure shall notify the arbitrator named in

Article II, Section O. In the event that this arbitrator is unavailable at any time, the parties shall select an alternate as specified below. Notice to the arbitrator shall be by the most expeditious means available with notice by telegram to the party alleged to be in violation and to TVA and the Council if it is a Union that is alleged to be in violation. If the arbitrator is not available, the parties shall obtain the current list of permanent arbitrators used by the Council and TVA under their General Agreement covering annual employment and select an arbitrator from that list. The parties shall alternatively strike names from that list until only one name remains. The arbitrator whose name remains shall hear this matter.

b. Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within 24 hours if it is contended that the violation still exists, but not before 24 hours after the telegraph notice to the International President(s) required by Section 3 above.

c. The arbitrator shall notify the parties by telegram or fax of the place and time he/she has chosen for this hearing. Said hearing shall be completed in one session which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any Award by the arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of Section 1 above has in fact occurred, and the arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation, or to award damages, which issue is reserved for Court proceedings, if any. The Award shall be issued in writing within three hours after the close of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with or enforcement of the Award. The arbitrator may order cession of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

e. Such Award may be enforced by any Court of competent jurisdic-

tion upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic or fax notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4-d of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such Agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

g. The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.

5. Procedures contained in Article VII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1 above may resort to the procedures of Article VII to determine only if he or she was, in fact, engaged in that violation.

ARTICLE XVII: TOOLS

It is understood that construction electricians and linemen will furnish themselves with standard-make tools in good condition, ***as indicated below. All other necessary tools and equipment will be furnished to employees by their employer and will be charged to the individuals who will be accountable for their security while assigned to him/her.*** *(LRS-45)*

Wireman: knife; six-foot rule; cutting pliers; channel-lock pliers; hack saw frame; small, medium, and phillips screwdrivers; pocket level; stak-on pliers; adjustable wrench; combination square 12" or less; voltage tester; and tool box, lock, and keys ***and ball-peen hammer***.

Lineman: crescent wrench, side-cutting pliers, channel-lock pliers, skinning knife, six-foot rule, large screwdriver, belt and safety, climbing hooks, ball-peen hammer, and lineman's canvas tool bag.

Employer will replace ***wireman and lineman*** tool bags, safety belts, and worn or damaged tools as necessary. ***(LRS-45)***

ARTICLE XVIII: TERM OF THE AGREEMENT

This Agreement shall be in full force and effect through November 30, ***2021*** ***(LRS-72.2)***, and shall continue from year to year thereafter unless sixty days' notice of termination is given by either the Council or, with TVA's concurrence, the Contractor.

ARTICLE XIX: AGREEMENT BETWEEN TVA (OWNER) AND COUNCIL REGARDING COVERED CONSTRUCTION WORK

1. The Contractor, Council, and TVA agree that this Construction Project Agreement governs the respective rights and obligations of the Contractor and the Council covering the Contractor's employees and that, by signing this Agreement, TVA does not assume the rights, obligations, or liabilities of any Contractor or the Council under this Agreement. The dispute resolution procedures contained in other Articles of this Project Agreement are not applicable to matters covered by this Article.

   It is further understood that this Project Agreement does not have the effect of creating any joint employer status between or among the Owner or any Contractor or Subcontractor.

   With these understandings, TVA and the Council agree to the provisions described below.

2. TVA and the Council agree that each contract involving construction of new generating capacity (or each contract for office construction, maintenance, or modification in excess of $250,000 for TVA Fossil, Nuclear, and Hydro organizations or $350,000 for all other TVA organizations) which requires the employment of laborers and me-

chanics in such work shall contain a provision requiring the Contractor to become signatory to the Construction Project Agreement between the Contractor and the Council. Power construction and office construction, maintenance, and modification work are defined in Article VI of this Project Agreement. This requirement will not apply to specialty work as defined in this Project Agreement.

This Project Agreement does not apply to office construction, maintenance, or modification contracts in amounts of $250,000 or less for TVA Fossil, Nuclear, and Hydro organizations or $350,000 for all other TVA organizations, in part to ensure that businesses within the TVA power service area and small, disadvantaged, minority- or women-owned businesses shall have enhanced opportunity to compete for and be awarded such contracts.

Disputes regarding the applicability of this section shall be handled as follows:

If TVA determines that a particular contract which otherwise would be covered by this Project Agreement is excepted from coverage under this section, it shall notify the Council before the contract is awarded. Any Council disputes regarding this determination must be received by a person designated by TVA within three working days of the Council's receipt of notification. If TVA and the Council cannot resolve this dispute, the Council may appeal the dispute to an arbitrator, who is jointly selected by TVA and the Council, and who serves for an appointed term of one year, but subject to removal by either party upon 30 days' notice. Such appeal must be made within five working days of TVA's receipt of the Council's initial dispute.

The parties shall obtain the current list of permanent arbitrators used by the Council and TVA under their General Agreement covering annual employment and select an arbitrator from that list by alternatively striking names from the list until only one name remains. The arbitrator whose name remains shall hear the dispute, provided he/she can hear the case within ten calendar days.

Within two workdays of any appeal, the parties shall procure an arbitrator and set a hearing date to be held within ten working days of the

appeal. The hearings will be held in Chattanooga or Knoxville, Tennessee, unless the parties mutually agree otherwise. Said hearings shall be completed in one session, not to exceed one day. The Award shall be issued in writing within 24 hours after the close of the hearing. If any party desires an Opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with or enforcement of the Award. If the arbitrator decides in TVA's favor, TVA may proceed with this contract.

3. Pay and working conditions have been developed especially for power construction work and for office construction, maintenance, and modification work. The wage package will consist of a basic wage rate, pension and health and welfare contributions, apprenticeship fund contributions where applicable, and where applicable any transportation and subsistence payments. To establish wage rates for power construction work, surveys will be conducted by TVA and the Council for work of a similar nature within the vicinity consisting of (1) Local Union contracts, (2) major construction projects, and (3) federal predetermined rates for building and heavy construction. It is agreed the term "vicinity" is interpreted to mean (a) the watershed of the Tennessee River, (b) the TVA power service area (in which TVA owns, operates, or constructs power facilities), and (c) certain adjacent areas and specified urban centers, all included within the following boundaries: a line drawn from Birmingham to Atlanta; a line from Atlanta tangent to the eastern boundary of the watershed; the watershed boundary to the northeastern tip of the watershed, a line from the northeastern tip of the watershed to Louisville; the Ohio and Mississippi Rivers from Louisville to Memphis; the boundary of the power service area from Memphis to the southeastern tip of that area; and a line from the southeastern tip of the power service area to Birmingham. Contributions to health and welfare, pension, and apprenticeship funds for each hour worked and payments for any applicable travel and/or subsistence will be made at the rates negotiated by TVA and the Council as reflected in Exhibits A and B.

   TVA and the Council mutually recognize that prevailing wage rates for office construction, maintenance, and modification work are lower than the rates for construction of power facilities. In recognition of current labor market practices, TVA and the Council agree that the pre-

vailing wage rates for office construction, maintenance, and modification work are lower than the rates for construction of power facilities; and, therefore, the rate to be paid for such work performed under this contract is 95 percent of the negotiated basic hourly wage rates established for power construction work as described in the immediately preceding paragraph. These rates are shown in Exhibit S-1. Contributions to health and welfare, pension, and apprenticeship funds, and payments for any travel and/or subsistence where applicable will be made at the rates negotiated by TVA and the Council for power construction work.

4. The following procedures apply for wage determinations under this Article:

   a. Either TVA or the Council may notify the other party before August 15 of any given year that a preliminary conference is desired to discuss the need for a wage conference to consider requests for revisions in wage rates. If a wage conference is deemed necessary, it will be held the following November or December. The Senior Vice President of Labor Relations of TVA or his/her designee and the Administrator of the Council shall act as co-chairmen of the wage conference for the purpose of handling the work of the conference.

   b. Prior to any wage conference, TVA and the Council will each conduct a wage survey. When holding the meeting to determine the need for a wage conference and prior to conducting the wage survey, TVA will meet with the Council to discuss the surveys.

   c. All requests by Unions for revisions in basic rates of pay shall be filed with the Administrator of the Council or his/her designee for transmittal to TVA two weeks before the wage conference.

   d. If at the conclusion of a wage conference the Council does not accept the final offer for any rate of pay, that dispute can be appealed to the Secretary of Labor in accordance with the TVA Act, but any such appeal must be filed within 30 days of the conclusion of the wage conference.

e. When the wage conference reaches an agreement resulting in revisions of existing rates of pay and the resulting rates have been approved by TVA's Board of Directors, the new schedules will become effective with the beginning of the Contractor's first payroll period beginning after January 1.

5. The Council and the Owner understand that the Owner may choose to perform or directly contract or purchase any part or parts of the work necessary on any covered project. Should TVA choose to directly perform work that would otherwise be within the scope of this Agreement, it will negotiate an agreement with the Council along the lines of this Project Agreement (modified as appropriate to reflect TVA's status as a federal agency) and such work will be performed under that agreement.

6. The Council shall designate an individual who is authorized by the Council to finally and conclusively bind it and each of its constituent Unions in the execution of the Project Agreement in all matters arising there under, in the negotiation and execution of any amendments to this Project Agreement, and in the negotiation of any wages and monetary fringe benefits as required under this Agreement.

7. This Article shall be effective beginning with contracts entered into based on Requests for Proposals, Invitations for Bids, or Requests for Offers issued on or after the date of execution of this Project Agreement. Under this Article, this Project Agreement will be required in all covered contracts executed through May 31, ***2021.*** *(LRS-72.1)* This Article shall continue from year to year thereafter unless 60 days' notice of termination is given by either TVA or the Council. The date of execution of the Project Agreement is deemed to be the last date on which it is signed by any signatory party.

   The Presidents of the Unions listed below, which comprise the Tennessee Valley Trades and Labor Council, hereby approve this Project Agreement and authorize the Council, through its designated representative, to execute, administer, and make ***updates*** to this Project Agreement.

Updated effective June 1, ***2016.*** *(LRS-72.5)*

ARTICLE XIX: AGREEMENT BETWEEN TVA (OWNER) AND COUNCIL REGARDING COVERED CONSTRUCTION WORK—continued

Entered this 12th day of August, 2015, by

Susan E. Collins
Vice President
Human Resources
Tennessee Valley Authority

Kevin R. Adkisson
Administrator
Tennessee Valley Trades and Labor Council and North America's Building Trades Unions

James P. McCourt
General President
International Association of Heat and Frost Insulators and Allied Workers

Newton B. Jones
International President
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

James Boland
President
International Union of Bricklayers and Allied Craftworkers

Douglas J. McCarron
General President
United Brotherhood of Carpenters and Joiners of America

Lonnie R. Stephenson
International President
International Brotherhood of Electrical Workers

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

Terry O'Sullivan
General President
Laborers' International Union of North America

R. Thomas Buffenbarger
International President
International Association of Machinists and Aerospace Workers

Sean McGarvey
President
North America's Building Trades Unions

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

James T. Callahan
General President
International Union of Operating Engineers

Kenneth E. Rigmaiden
General President
International Union of Painters and Allied Trades

Patrick D. Finley
General President
Operative Plasterers' and Cement Masons' International Association of the United States and Canada

Kinsey M. Robinson
International President
United Union of Roofers, Waterproofers and Allied Workers

Joseph Sellers, Jr.
General President
International Association of Sheet Metal, Air, Rail and Transportation Workers

William P. Hite
General President
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

James P. Hoffa
General President
International Brotherhood of Teamsters

SUPPLEMENT

OFFICE CONSTRUCTION, MAINTENANCE, AND MODIFICATION SUPPLEMENT TO THE CONSTRUCTION PROJECT AGREEMENT

This supplement governs work performed under contracts for office construction, maintenance, and modification work as defined in Article VI, Paragraph B. All provisions of the Construction Project Agreement shall apply to such work except as noted in that agreement or as specifically revised below:

1. Article II, Management Rights, Paragraph K, is revised to read as follows:

   K. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor. After proper staffing by classification (which is normally staffed by the craft having the jurisdiction), the Contractor may assign work to those employees who in its judgment are qualified to safety and efficiently perform the work. Traditional craft jurisdictional lines may not be observed in making work assignments. In utilizing employees, it is the responsibility of management to assign work such that employees apply the skills for which they are trained. Therefore, while traditional craft jurisdictional lines may not be followed, management commits that employees will be assigned to work utilizing the skills for which they are trained as long as a productive work force can be maintained.

2. Article III, Union Security and Referral, Paragraph L, first sentence, is revised to read as follows:

   L. It is agreed that on any project, at the Contractor's discretion, the total number of apprentices and nonjourneymen in a particular craft is not to exceed 50 percent of the craft work force.

   (The remaining portion of this paragraph remains unrevised.)

3. Article VIII, Work Assignments, is revised to read as follows:

   The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and

continuous operations required in the successful application of the intent of this Agreement.

(The remaining provisions of the Article are not applicable.)

4. Article X, Wage Rates and Payday, Paragraph C, is revised as follows:

C. The hourly wage rate for nonjourneymen is 50 percent of the corresponding journeyman rate, except that this rate shall only be used in crafts which recognize such classifications. ***(Refer to LRS-35)***

CONSTRUCTION PROJECT AGREEMENT FOR WORK PERFORMED FOR THE TENNESSEE VALLEY AUTHORITY

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