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May 23, 05

**NATIONAL
MAINTENANCE
AGREEMENT**



**BUILDING A PARTNERSHIP
OF
SAFETY, PRODUCTIVITY, QUALITY, AND STRENGTH**

MISSION STATEMENT NATIONAL MAINTENANCE AGREEMENT

BUILDING A PARTNERSHIP OF SAFETY, PRODUCTIVITY, QUALITY AND STRENGTH

Since its inception in 1971, the National Maintenance Agreement (NMA) program has been administered under a system of tripartite governance and cooperation, with owners, contractors and building trades craft workers sharing equally in the responsibilities and rewards generated by the program.

Understanding that the program's viability is equal only to the sum of its parts, careful consideration has been given over the years to ensure that proper balance is maintained among the three participants in the NMA program. Such balance is necessary if the program is to maintain its stated goal of "Building a Partnership of Safety, Productivity, Quality and Strength".

In achieving that goal, the NMA recognizes and addresses the following common concerns of the partners in the program:

- ◆ Safety in all phases of work
- ◆ No disruptions of owner's work
- ◆ Performance on schedule
- ◆ Cost effective and quality craftsmanship
- ◆ Productivity Flexibility
- ◆ A trained available workforce
- ◆ Attainable work opportunities
- ◆ Resolution process for job site issues

By recognizing, addressing, and delivering on these concerns, the NMA program reflects a true partnership dedicated to providing the most effective tool for the performance of work in industrial construction maintenance.

The NMA program is administered and guided by the NMA Policy Committee, Inc. The NMAPC is a joint committee of labor and management representatives committed to achieving the program's stated goals and satisfying the individual and collective concerns of the participants.

The NMAPC thus provides a guarantee to owners, contractors and craft workers that the NMA program will continue to deliver dynamic leadership in addressing the realities of industrial construction maintenance, and that it will continue to provide a state-of-the-art delivery system for the performance of maintenance work. The NMAPC is truly designed to deliver partnerships of "Safety, Productivity, Quality and Strength".

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NATIONAL MAINTENANCE AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 20_____, by and between _____

(Employer)

of _____ (hereinafter referred to as the Employer)
(City) (State)

and the *CRAFT NAME* (hereinafter referred to as the Union), for the purpose of Maintenance, Repair, and Renovation Work in various plants wherein the Employer works.

ARTICLE I - RECOGNITION

1. The bargaining unit under this Agreement shall comprise the Union in behalf of *CRAFT NAME* Employees of the Employer, now employed and employed in the future for maintenance, repair, replacement and renovation in various plants within the geographical jurisdiction of the *CRAFT NAME*, AFL-CIO. This Agreement does not apply to General Superintendents, Superintendents, Assistant Superintendents, office and clerical employees, watchmen or other professional or supervisory employees as defined in the National Labor Relations Act, as amended.

2. It is agreed between the Union and the Employer that this Agreement is applicable to maintenance, repair, replacement and renovation work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this Agreement. It is further agreed that should the plant owner also award work to the Employer that is within the recognized and traditional jurisdiction of another union with which the Employer has a similar agreement for the performance of that work, then work assignments shall be made in accordance with Agreements and Decisions of Record, attested Agreements, established trade practice, or prevailing area practice.

3. The Employer is required to conduct a pre-job conference, including craft work assignments, for each project performed under the National Maintenance Agreement. It is the responsibility of the Employer to notify the appropriate Building Trades Council having jurisdiction, as well as all International Unions with which it is party to a National Maintenance Agreement of the time and place of the pre-job conference. A pre-job conference outline can be obtained from the NMAPC office and /or any participating International Union. Failure to comply with this section is a violation of this Agreement.

4. For short-term (less than 5 working days) or weekend projects, the Employer may contact the appropriate crafts via telephone, FAX and/or other electronic means, regarding work assignments. For projects of longer duration, the Employer shall convene a pre-job conference, upon sufficient notice so that all appropriate crafts have an opportunity to participate.

5. During the existence of the National Maintenance Agreement, there shall be no strikes, lock outs, work stoppages, or picketing arising out of any jurisdictional dispute. Work will continue as originally assigned, pending resolution of the dispute.

6. Since presently established jurisdictional dispute settlement procedures are not applicable to work covered by the Agreement, all signatory Unions and all signatory Employers stipulate that they will abide by the following procedures for the resolution of jurisdictional disputes. A party challenging an assignment shall notify all affected parties, i.e. Unions and Employer as well as the NMAPC office, by telegram or FAX, within two (2) days of the time that a dispute occurs at the local level. All disputes involving craft work assignments shall be referred to the International Unions with which the local unions are affiliated and they and the Employer shall have the opportunity to resolve the dispute.

7. Should the International Unions and the Employer fail to resolve the dispute within five (5) work days from the date they were notified of the dispute, then the matter shall be referred by telegram or FAX by any International Union or Employer directly involved in the dispute for arbitration to the Permanent Umpire, designated by the NMAPC, to resolve jurisdictional dispute under this procedure.

8. The Umpire will set and hold a hearing within seven (7) days of the referral to him. The Umpire shall notify the Employer and the appropriate International Unions by telegram or FAX of the place and time chosen for the hearing. A failure of any party or parties to attend said hearing without good cause, as determined by the Umpire, shall not delay the hearing of evidence or issuance of a decision by the Umpire. The time period set forth herein can be extended by mutual agreement of the parties in writing.

9. The Umpire shall issue his decision within three (3) days after the case has been closed. The decision of the Umpire shall be final and binding on all parties to the dispute. This action of the Umpire shall be predicated upon the particular facts and evidence presented regarding this dispute and shall be effective only on this particular job.

10. In rendering his decision, the Umpire shall determine first, whether a previous decision or agreement of record between the parties to the dispute governs. If the Umpire finds that the dispute is not covered by an appropriate or applicable decision or agreement of record, he shall then consider whether there is an applicable agreement between the crafts governing the case. If no such agreement is in effect, the Umpire shall then consider the established trade practice and prevailing practice in the locality.

11. The Umpire is not authorized to award back pay or any damages for a misassignment of work. Nor may any party to this procedure bring an independent action for back pay or any other damages, based upon a decision of the Umpire.

12. Each party to the arbitration shall bear it's own expense for the arbitration. The fees and expenses of the Umpire will be shared equally by the affected International Unions and the Employer.

13. The Employer shall not be subject to disputes regarding work assignments made by it's subcontractors. However, the Employer must ensure that it's subcontractors, performing work under the terms and conditions of the National Maintenance Agreements, follow the procedures of this Article.

14. The Employer recognizes the Union herein as duly constituted for the purpose of bargaining collectively and administering this Agreement for the members affiliated with *CRAFT NAME*, AFL-CIO.

ARTICLE II - UNION SECURITY

1. All Employees covered by this Agreement and members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of the Agreement.
2. All employees hired by the Employer shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days following the date of their employment.
3. Any employee, who, at his time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this contract so long as he maintains good standing in the Union.
4. On nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws.
5. This provision shall not preclude such probationary employees rights under Article VI relative to any grievance arising under any other section of this agreement.

ARTICLE III - NONDISCRIMINATION

1. The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to nondiscrimination in employment, in every respect.

ARTICLE IV - SCOPE OF WORK

1. This Agreement covers all work assigned by the Owner to the Employer and performed by the employees of the Employers covered by this Agreement.
2. This Agreement does not cover work performed by the Employer of a new construction nature, in which event said work shall be done in accordance with existing building construction agreements.
3. The Union and the Employer understand that the Owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein. All subcontracting of work at any tier covered by this Agreement shall be limited to Employers signatory to this or other similar national maintenance agreements.

4. It is the intent of the parties that in-plant employees of the Owner will not be assigned to work directly with building and construction trades employees of the signatory Employer on the portion of the work assigned to the signatory Employer by the Owner. However, nothing in this Paragraph 4 will prevent the in-plant employees of the Owner from performing work not assigned to signatory Employer while the building and construction trades employees of the Employer are present and working.

5. This Agreement shall have application only to the work location agreed upon between the Employer and the Union.

ARTICLE IV - DEFINITIONS

1. **Maintenance** shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property, or other locations related directly thereto.

2. The word "**repair**", used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.

3. The word "**renovation**", used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.

4. The word "**replacement**", used within the terms of this Agreement in connection with maintenance, is work required to modify, supplement or efficiently update existing facilities.

5. The term "**existing facilities**", used within the terms of this Agreement is limited to a construction unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

6. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the Work Scope Subcommittee of the National Maintenance Agreements Policy Committee, Inc.

ARTICLE VI - GRIEVANCES

1. All grievances shall be filed within ten (10) calendar days after the complained-of event arose. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on the Union and Employer.

Grievances, other than those pertaining to jurisdiction or general wage rates on any work covered by this Agreement shall be handled in the following manner:

Step 1. Between the Employer's Supervisor and the Local Union Steward at the job site.

Step 2. Between the Business Representative and the Employer's Supervisor at the job site.

Step 3. Between the International Union Representative and the Supervisor or Labor Relations Manager.

Step 4. If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, it shall be submitted to the National Maintenance Agreements Policy Committee, Inc., for a decision to become effective immediately. (*Parties should refer to NMAPC Grievance Procedures as amended June 12 & 13, 1990 at this step.*)

Step 5. Failure of the National Maintenance Agreement Policy Committee, Inc., to reach a decision shall constitute a basis for a submittal of the question by the affected parties to the American Arbitration Association for a binding decision. In such instances, the affected parties to the dispute shall appoint an arbitrator to review the matter and render a binding decision. If the parties are unable to agree upon an arbitrator, the American Arbitration Association shall make the designation. The affected parties to the arbitration shall equally share in the costs, including printing and publication of any record of such arbitration.

2. The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement. Any award of the arbitrator shall be final and binding upon the Employer and the Union. A copy of the award by the arbitrator shall be submitted to the National Maintenance Agreements Policy Committee, Inc., as soon after such award is rendered

ARTICLE VII - UNION REPRESENTATIVE

1. A Steward shall be a qualified workman appointed by the Business Agent and confirmed in writing to the Employer. The Steward shall be the last employee to be laid off, provided he is qualified to perform the work which remains to be done at the job. The Steward shall not be terminated or laid off, except as the last employee, without prior notice to the Union.

2. Local union representatives shall have reasonable access to jobs operated within the plant locations subject to Employer and owner regulations.

ARTICLE VIII - WAGES

1. Wage rates shall be those as set forth in the current Labor Agreement of the affiliated Local Union where such work is to be performed and shall be paid to all employees under the terms of this Agreement unless otherwise modified by the National Maintenance Agreements Policy Committee, Inc. Wages shall be paid weekly by check or other legal tender.

2. When zone type wage structures are provided for in local agreements and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate.

ARTICLE IX - BENEFITS AND OTHER MONETARY FUNDS

1. Welfare Funds, Pension Funds, Apprentice Training Funds and other monetary funds called for in the Local Union or District Council Labor Agreement shall be paid in accordance with the Local Labor Agreement except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.

2. The Employer agrees to be bound by and will sign all legally constituted trusts which have been established between Local Unions of the *CRAFT NAME* and recognized bargaining agencies of contractors in the area.

3. Industry Advancement or Promotion Funds called for in the Local Labor Agreement may be paid at the discretion of the Employer.

4. Once an Employer is notified by certified mail, return receipt request, or by telegram, FAX, or other electronic means, that he is delinquent in his contributions to the fringe benefits funds, apprenticeship fund, dues checkoff or any other contractually required contribution, and does not respond positively by forwarding said contributions to the appropriate place of receipt within three (3) business days, the provisions of Article XXII shall not apply and the Union may legally withhold services. However, it is understood that such action, consistent with Article XXII, does not allow said craft to establish any picket line.

ARTICLE X - COMPENSATION INSURANCE

1. For all employees covered by this Agreement, the Employer shall provide Worker's Compensation Insurance, Social Security and other protective insurance as may be required by law, and also furnish satisfactory proof of such to the Union.

2. In an effort to enhance the competitive position of the Employer and to provide greater work opportunities for members of the Union, the Employer and local unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties shall be made a part of the Agreement to the extent permitted by law.

ARTICLE XI - HOLIDAYS

1. For purposes of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate applicable in the appropriate local agreement not to exceed double time:

New Year's Day
President's Day (Federal)*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

2. If any of these listed holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday

3. *President's Day (Federal) may be considered a floating holiday and may be celebrated on an alternate day, if the affected participants to this Agreement within a specific Building Trades Council's geographical jurisdiction mutually agree to celebrate said holiday on another work day. Authorization must be obtained in writing from the NMAPC administrative office.

ARTICLE XII - MINIMUM PAY/REPORTING TIME AND CALL-INS

1. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the Employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the Employer requests employees to remain available for work, the employees will be compensated for such time. If a project is shut down because of weather, employees, who report for work, shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this Section are not applicable where the employee voluntarily quits or lays off or is out by reason of a strike.

2. A Call-in, which is defined as the notification to an employee to report for work by whatever means for work outside of his/her regular shift or on his/her regularly scheduled day(s) off or holiday, shall be paid in accordance with one of the following methods.

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 prior to the scheduled shift, at the applicable overtime rate.

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

c. Any call-in not continuous with the employee's regular work shift, will be a minimum of four (4) hours pay at the applicable overtime rate.

ARTICLE XIII - SUPERVISION

1. The designation, appointment and determination of the number of foremen and/or general foremen is the sole responsibility of the Employer. There is a requirement for initial supervision. However, the Employer shall not be unwarrantedly burdened with additional demands for supervision.

2. When established for a craft, one (1) top hourly craft supervisor (foreman and/or general foreman) shall be guaranteed forty (40) straight time hours per week. The forty (40) straight time hour guarantee applies to straight time hours, and the accumulation of overtime hours may not be considered for the purpose of applying those overtime hours to the "guaranteed forty (40) hours" provision. The forty (40) hour guarantee provision shall apply on a per Employer, per craft, per shift basis. It is understood that the individuals receiving such guarantee may, at the discretion of the Employer, be required to remain on the job.

3. Such guarantee shall not apply when the first or commencing week of a job is less than forty (40) hours, or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion.

ARTICLE XIV - TRAVEL AND SUBSISTENCE

1. No subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement

2. If the Employer or his subcontractor voluntarily agrees to pay travel or subsistence monies to any craft working in the plant on maintenance, repair, or renovation work the *CRAFT NAME* employees will automatically be entitled to receive the applicable travel and subsistence provisions contained in their Local Labor Agreement.

ARTICLE XV - WORK HOURS PER DAY

1. Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock A.M., and the regular quitting time shall be four-thirty (4:30) o'clock P.M.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock P.M.

2. When shifts are required, the first shift shall work eight (8) hours at the regular straight-

time rate. The second shift shall work seven and one-half (7-1/2) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.25. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.50. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

3. All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and on-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate applicable in the appropriate local agreement not to exceed double-time.

4. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

5. Employees shall be at their posts prepared to start work at the regular starting time.

6. If any other craft, employed by the same Employer or its subcontractor in the plant on maintenance, repair, renovation or replacement is receiving double-time wages in lieu of the time and one-half wage rate as set forth in this Agreement, the *CRAFT NAME* employees will automatically be entitled to the double-time rate of pay during the period that aforementioned crafts are employed.

7. Local Labor Agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this Agreement.

8a. The Employer may establish a four (4) ten hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. The starting time shall be between 7:00 AM and 8:00 AM. Forty hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. If Friday is scheduled as a makeup day a minimum of eight hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten hours a day or forty hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Prior to utilizing this provision on a site where it has not previously been approved, the Employer or the Owner may petition to implement this option by initially submitting its request to the NMAPC as stipulated in Article XXVIII. Such approval will then be incorporated as an addendum to this Agreement either for that specific site or may apply system wide as in the case of an Owner's request.

8b. The Employer may establish two-four day, ten hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty minute lunch period. The day shift shall work 4 days at ten hours for ten hours pay per day. The second shift shall work four days at nine and one half hours for ten hours pay plus the shift additive of \$.25 per hour. In the event a job is down due to weather conditions, or a holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Straight time is not to exceed ten hours a day or forty hours per week. Prior to utilizing this provision on a site where it has not previously been approved, the Employer or the Owner may petition to implement this option by initially submitting it's request to the NMAPC as stipulated in Article XXVIII. Such approval will then be incorporated as an addendum to this Agreement either for that specific site or may apply system wide as in the case of an Owner's request.

8c. Employees who inform their Employer on Thursday that they do not wish to work Friday makeup day, will not be penalized.

8d. An employee who is referred for employment whose work is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

9. Since it is recognized that the standard work week may not be appropriate or cost effective for some projects, other arrangements for hours of work can be considered. The Employer may establish flexible work schedules, such as a staggered work week and the like, by submitting it's request to the NMAPC for approval as stipulated in Article XXVIII. The NMAPC in reaching a decision shall take into consideration the project schedule, manpower requirements, the geographic location of the project, owner's work schedule and other appropriate factors. Such approval will be incorporated as an addendum to this Agreement for that specific project.

ARTICLE XVI - TRANSPORTATION

1. At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half (1/2) mile or more. When transportation is required, the Employer shall transport the employees to the point where such employees were picked up not later than 10 minutes after the end of the shift. When employees are transported to pickup point later than 10 minutes after the shift, then overtime pay shall apply as provided under Article XV.

ARTICLE XVII - SAFETY

1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Owner, the Employer, this agreement, or applicable Safety Laws.

2. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. Any discriminatory practice under this Article shall be subject to the grievance procedure. All substance abuse programs shall be submitted to the NMAPC for distribution prior to implementation.

ARTICLE XVIII - APPRENTICES

1. The Union agrees that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Employer and the Union, therefore, agree that existing ratios will be utilized and may negotiate from time to time higher ratios as conditions warrant. Further, provided pre-apprentice classifications are recognized in an area, an Employer may employ pre-apprentice classifications for work customarily performed by the craft.

ARTICLE XIX - HIRING AND TRANSFER OF CRAFT WORKERS

1. The Employer agrees to hire craft workers in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed or is to be performed; however, in the event the Local Union is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturday, Sundays and holidays excepted), the Employer may employ workmen from any source. The Employer shall have the right to move qualified employees from one job assignment to another within the plant location where they are working.

2. The Employer shall determine the competency of all employees. The Employer shall determine the number of men required on the project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or nonmembership in the Union.

ARTICLE XX - GENERAL SAVINGS CLAUSE

1. Any provisions in this Agreement which are in contravention of any Federal, State, Local or county regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are 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.

ARTICLE XXI - CREW SIZE

1. The crew size shall be any number of craft workers and supervision required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

ARTICLE XXII - LOCKOUT AND WORK STOPPAGE

1. During the term of this Agreement, there shall be no lockout by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee. Failure of the Union, local union or employee to cross any picket line, not sanctioned by the National Building and Construction Trades Department, at the Employer's project site is a violation of this Article.

2. In the event that a local or area collective bargaining agreement expires and a subsequent work stoppage ensues, the Employer and his employees will continue to work since the intent of this provision is to allow maintenance work to continue as a benefit to the client. The wages and fringe benefits, in the expired local collective bargaining agreement or as approved by the NMAPC, Inc., will remain in effect for all work covered under the terms of this Agreement until wages and fringe benefits are agreed upon and become effective for the recognized bargaining agency of the local contractors and the affected union.

3. Sections 1 and 2 of this Article shall not apply, if the Employer, signatory to this National Maintenance Agreement is a member of the current local negotiating committee or if said signatory Employer actively participates in local negotiations. In such cases, when a local collective bargaining agreement expires, the affected union may withhold services from said Employer, but shall not interrupt the work of other crafts. Moreover, said Employer shall have the right to request in writing to the appropriate International Union that Section 3 of this Article be waived in order to allow the Employer to participate in local negotiations. The International Union has the sole responsibility to grant such waiver and will communicate it's decision in writing both to the Employer and affected Owners(s).

4. The International Union and it's applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, (and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days). Further, if the union(s) are unable to provide qualified replacement for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

5. Neither the International Union nor it's local union shall be liable for acts of employees for which it has no responsibility. The International Union will immediately instruct, order and use it's best efforts to cause it's local union to cease any violation of this Article. If it complies with this obligation, the International Union shall not be liable for unauthorized acts of it's local union. The principal officers of the local union will immediately instruct,

order and use its best efforts to cause the employees of the local union they represent to cease any violation of this Article. If it complies with this obligation, the local union shall not be responsible for unauthorized acts of employees it represents.

6. In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer, at his discretion and without penalty, may suspend all or any portion of the project work affected by such activity.

7. Any Union or local union which initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article agrees as a remedy for said violation to pay liquidated damages in accordance with Section 8h of this Article.

8. In lieu of, or in addition to any other action at law or equity, a party or the National Maintenance Agreement Policy Committee, Inc., may institute the following procedure when a violation of this Article is alleged, after the other parties and the National Maintenance Agreements Policy Committee, Inc., have been notified of the violation.

8a. To invoke the procedure, a party or the National Maintenance Agreement Policy Committee, Inc., shall notify, who shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the invoking party shall notify, who is the alternate Arbitrator. Notice to the Arbitrator shall be by telegram or FAX, with copies of the notice by telegram or FAX to the other parties, and the National Maintenance Agreement Policy Committee, Inc.

8b. Upon receipt of said notice the Arbitrator shall schedule and hold a hearing within twenty-four (24) hours if the invoking party contends that the violation still exists.

8c. The Arbitrator shall notify the parties by telegram or FAX of the place and time he has chosen for the hearing. The hearing shall be completed in one session. A failure of any party to attend the hearing shall not delay the admittance of evidence or issuance of an Award by the Arbitrator.

8d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Arbitrator's Award shall be issued in writing within three (3) 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 fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand, telegram or FAX.

8e. The Arbitrator's Award may be enforced in the following manner by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove. Telegraphic or FAX notice of the filing of such enforcement proceeding shall be given to all parties. In a proceeding to obtain a temporary order enforcing the Award all parties agree to waive the right to a hearing and agree that such proceeding may be exparte. Such agreement, however, does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order enforcing the

Award shall be served on all parties by hand or by delivery to their last known addresses or by registered mail.

8f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance herewith are waived.

8g. The fees and expenses of the Arbitrator shall be paid by the party or parties found in violation of this Article, or in the event no violation of this Article is found, such fees expenses shall be paid by the invoking party.

8h. If the Arbitrator determines in accordance with Section 8d. above that the International Union and/or its local union has violated this Article, the International Union and/or its local union shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent at the project to immediately return to work. If the employees do not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the International Union and/or its local union have not complied with Section 5 above, then the Union and/or the local union shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 5.

8i. If the Arbitrator determines in accordance with Section 8d. above that the Employer has engaged in an illegal lockout in violation of this Article, the Employer shall within eight (8) hours of receipt of the Award notify the International Union that the illegal lockout has ended. If the illegal lockout is not ended by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, then the Employer shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the International Union, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the Employer continues to illegally lockout its employees covered by this Agreement. The Arbitrator shall retain jurisdiction to determine compliance with this section.

9. The procedures contained in Section 8 through 8i. shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provisions of the Agreement, including any underlying dispute alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article VI.

ARTICLE XXIII - MANAGEMENT CLAUSE

1. In the exercise of its functions of management, the Employer shall have the right to plan, direct and control the operation of all his work, hire employees and supervision; direct the working forces; assign employees and supervision to their jobs; discharge, suspend or discipline for proper cause; transfer, promote or demote employees and supervision; lay off employees and supervision because of lack of work or for other legitimate reasons; require employees and supervision to observe the Employer's rules and regulations not inconsistent

with this Agreement; regulate the use of all equipment and other property of the Employer; decide the amount of equipment to be used, the number of men needed, and shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained; provided, however, that the Employer will not use these rights for the purpose of discrimination against any employee. These provisions do not prohibit the Union's right to the peaceful exercise of Article VI above if in its judgement the spirit and intent of this Agreement has been violated.

2. Whenever possible and where circumstances do not prevent the Employer's doing so, the Employer will use items manufactured in the U.S.A.

ARTICLE XXIV - PARTNERING

1. As manifested in the Mission Statement, the NMA program is based on its continual commitment to improve the partnering and communication between owners, union contractors, and union building trades craftsmen. To further the goal of better dialogue and expedited problem solving, the NMA program encourages the development of local tri-partite committees for a specific project or area, that are empowered to establish lines of communication, seek solutions to unique job site needs, and suggest methods and ways to continuously improve safety, productivity, and quality.

2. The initial establishment of a local committee must be implemented through the NMAPC Administrative office. The NMAPC office will provide the framework and oversight for effective partnering to enhance safety, productivity and quality.

ARTICLE XXV - WELDING CERTIFICATION

1. The union agrees to arrange with the Employer to pretest welders at a mutually agreeable time and place. Such testing will be done without compensation, except that welders passing a certification test will be compensated for actual time require to take such test which shall not exceed four (4) hours pay upon his first employment with that contractor provided such employee remains at work on the job at least five (5) working days, or in the case of jobs of less than five (5) working days, for the duration thereof.

2. The instances where a participating International Union is party to a program to provide welder certification and/or maintenance of welder certification records whose objective is equal to this Article, then such program will be applicable under this Agreement.

ARTICLE XXVI - REPORTING REQUIREMENTS - ADMINISTRATIVE FEES

1. The Employer signatory to this agreement shall report all man-hours performed under this agreement on a quarterly basis or at such times as deemed necessary by the National Maintenance Agreements Policy Committee, Inc. The report shall include the sum total of man-hours performed at each location for each quarterly reporting period. Each location shall be reported separately on forms furnished by the National Maintenance Agreements Policy Committee, Inc.

2. The Employer shall remit an annual administrative fee in such an amount deemed necessary by the National Maintenance Agreement Policy Committee, Inc. to defray the costs of administering and operating the program. Administrative fees shall be payable in accordance with the terms stipulated on the NMAPC, Inc., Administrative Report Form.

3. As a party to this agreement and participant in the program, the Employer acknowledges its obligation to remit the annual administrative fee to the National Maintenance Agreement Policy Committee, Inc. In the event the Employer fails to remit such fee after demand for timely payment, the Employer consents to the jurisdiction of the courts of the Commonwealth of Virginia in any action brought by the National Maintenance Agreements Policy Committee, Inc., to collect the fee. The Employer further agrees that it will be liable and responsible for any costs of collection, including reasonable attorneys' fees and court costs, incurred in such action by the National Maintenance Agreements Policy Committee, Inc.

ARTICLE XXVII - ADMINISTRATIVE PROCEDURE

1. Extensions of this Agreement shall be on a location-to-location basis and shall be sought for each location. Employers awarding work to a subcontractor must be sure that the subcontractor has applied for the National Maintenance Agreement(s) and is in possession of them with permission to use them at the time of award. Pre-job conferences shall be required for all work performed under this Agreement as stipulated in Article I.

2. This Agreement is between the Employer and the International Union only. The only intermediary or administrative body for this Agreement is the National Maintenance Agreements Policy Committee, Inc. Revisions to this Agreement shall be made only by majority vote of the National Maintenance Agreements Policy Committee, Inc.

3. This Agreement is a stand alone agreement and none of the provisions in any local, regional, area or national collective bargaining agreement shall apply, unless specifically incorporated in the Agreement.

ARTICLE XXVIII - ADDENDA TO NATIONAL MAINTENANCE AGREEMENT

1. Addenda to this Agreement which are required to place the Employer in a more competitive position or address the Owner's requirements may be established by majority agreement of the signatory International Unions comprising the NMAPC, Inc.. Such addenda shall be reduced to writing and shall be attached hereto and made part of this Agreement for that project.

2. The Employer or Owner shall submit its request in writing to the NMAPC, Inc. outlining the various site requirements that necessitate such approval.

ARTICLE XXIX - DURATION OF AGREEMENT

1. This Agreement becomes effective _____, 20____, and shall continue in effect until terminated by ninety (90) days' written notice from either party to the other. Changes may be made at any time by mutual consent.

2. The parties agree to revisions to this Agreement which are formally approved by the National Maintenance Agreements Policy Committee, Inc., and of which they are notified in writing by the Committee.

FOR THE *CRAFT NAME*, AFL-CIO:

FOR THE EMPLOYER:

International President

Company Name

Street Address

City State Zip

Phone Number

FAX Number

Name and Title (Printed)

Name and Title

NOTES

NOTES

NOTES


NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.
1501 LEE HIGHWAY, SUITE 202 • ARLINGTON, VA 22209-1109
TELEPHONE: (703) 841-9707 • FAX: (703) 524-3364
www.nmapc.org

INSTRUCTIONS

CONSTRUCTION PROJECT AGREEMENT PACKAGE

Scope: *These instructions are intended for contractors and their subcontractors performing trades and labor work under the Construction Project Agreement at a new or existing plant site directly related to the construction of new generating capacity or transmission construction.*

I. GENERAL PROVISIONS THAT APPLY TO ALL CONTRACTORS AND THEIR SUBCONTRACTORS

- **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 System**

Contractors are required to check **all** of their employees and **all** employees of their subcontractors, regardless of position or classification, with TVA's security unit before permitting them to work on TVA worksites. This requirement is limited to contracts expected to last more than seven days. The Registration Form in this package is used to initiate the assignment of a vendor code and PIN to access the system.

Upon accepting a contractor employee for 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 unescorted access--no later than completion of the 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 also make Contractor Security System database entries for individuals whose cards are not returned.

II. PROVISIONS OF THE CONSTRUCTION PROJECT AGREEMENT (UNION AGREEMENT)

The contractor and all of its subcontractors are to comply with the terms of the Construction Project Agreement and its related documents contained in this Section II. **Exception:** Subcontractors to TVA contractors with subcontracts of \$100,000 or less or subcontracts for specialty work are required instead to comply with the provisions contained in Section III below. (Specialty work is defined in Article VI.)

- **Construction Project Agreement**

This document contains the contractual language of the agreement covering the employment of the contractor's trades and labor employees.

- **Signature, Required Notice, and Pre-job Conference**

Contractors (and subcontractors with contracts more than \$100,000) with TVA contracts containing the Project Agreement are **required** in Article I of that agreement to "**SIGN**, accept, and be bound by the terms and conditions of this Project Agreement." Accordingly, such contractor should promptly locate the Signature and Required Notice page, complete it, and send a copy to the Council Office and the Contract Officer (see distribution at the bottom). The contractor shall also ensure that each of its subcontractors (provided the subcontract is over \$100,000 and is not "specialty work") obtain, sign, and distribute their Signature and Required Notice. The contractor **MUST** contact the Building Trades/Council Office (865/981-3970) **BEFORE** beginning work and may be required to schedule a pre-job conference (for rules, see the Signature and Required Notice page).

- **Exhibit A - Wage Schedule**

The wages and fringe payments listed in this document are the total of payments that should be made for each classification, except that monies within the wage package can be moved between wages and fringes so long as the total of the wage package remains the same. Each contractor and its subcontractors are required to post a copy of this wage schedule at each job site for all of their trades and labor employees. This wage schedule should be posted in a visible location (bulletin boards, etc.) where employees pass by not less than once per month.

- **Exhibit B - Contributions to Apprenticeship/Training Funds**

This document describes the amount of contributions for each hour worked to the various apprenticeship or training funds as required by the Project Agreement.

- **Labor Relations Supplements (LRSs)**

LRSs are documents which may revise, interpret, or record provisions or agreements affecting the Project Agreement only. LRSs may be added, revised, or deleted at any time and may be viewed at web address www.TVA.gov/moreinfo/clauses.htm#labor99.

III. PROVISIONS WHEN WORK IS SUBCONTRACTED

Subcontractors are required to comply with the terms of the above Construction Project Agreement as provided in Section II above. **Exception:** Subcontractors with contracts of \$100,000 or less or subcontracts for specialty work (see Article VI) may elect to comply with the terms of the Construction Project Agreement. If they do not elect to comply with the Construction Project Agreement, then they are required to comply with the provisions of form TVA 1851.

- **TVA 1851**

This document establishes requirements on each subcontractor identified in the exception above regarding such subjects as wages, classifications, work schedules, payroll records, benefits, and labor cost adjustments.

- **Exhibit A - Wage Schedule**

The wages and fringe payments listed in this document are the total of payments that should be made for each classification, except that monies within the package may be moved between wages and fringes so long as the total of the wage package remains the same. Each subcontractor is required to post a copy of this wage schedule at each job site for all of their trades and labor employees. This wage schedule should be posted in a visible location (bulletin boards, etc.) where employees pass by not less than once per month.

WEEKLY STATEMENT OF PAYROLL COMPLIANCE

Contractor's Name _____ Contract No. _____

Subcontractor's Name _____ Release No. _____

Payroll week commencing on the ____ day of _____ 20__ and ending on the ____ day of _____ 20__

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.)

CONTRACTOR SECURITY SYSTEM

(To be placed in trades and labor contracts
expected to last more than seven days.)

INSTRUCTION SHEET

The Contractor Security System requires contractors to call into TVA via an Interactive Voice Response (IVR) 1-800 number to obtain suitability for their employees to have access to TVA facilities. Use of this system will assist in eliminating the potential of unsuitable personnel being placed at a TVA work location before proper clearance has occurred.

CONTRACTOR RESPONSIBILITIES

1. All Contractors are required to clear all of their employees and all employees of their subcontractors through TVA's Contractor Security System via the IVR.

2. Designating a Company Representative to Access and Operate the System

The contractor must assign the functions required to access the IVR System to a representative of their company. This representative then becomes responsible for keeping secure their vendor code number and personal identification number (PIN).

3. To Register and to be Assigned Contractor Access Number

Immediately upon award of contract, to initiate the contractor security system requirements and to be assigned a vendor code and PIN, the information contained on the Registration Form must be provided. This information is to be provided to TVA's Employee Service Center (ESC) at 400 West Summit Hill Drive, WT CP, Knoxville, Tennessee 37902. The contractor may call the ESC at 1-888-275-8094. (**To short-cut the system:** When the IVR equipment asks its first question, "*If you are calling from a touch-tone phone, press 1,*" do not press 1, but stay on the line instead, and an ESC representative will come on the line to assist you.) Or, fax the Registration Form to 1-888-633-0372. If the contractor already has an active vendor code and PIN for this system from a previous contract, it is not necessary to be issued another set of numbers. The contractor is required to check all employees through this system regardless of the number of contracts held.

4. A Contractor is also Responsible for its Subcontractor Personnel

The representative in Item 2 above is responsible for accessing the IVR System for both the employees of the contractor and the employees of the subcontractor(s). However, if the contractor prefers that their subcontractors be authorized and responsible to access this system for their employees, the contractor may request this approval by calling TVA's Labor Relations Staff at (865) 632-7701.

5. Contractors' Access to the Security (IVR) System

Dial: **1-800-796-9628** (toll free) or
632-3409 (within TVA phone system)

**The system is to only be accessed by
an authorized representative of the
contractor.**

Your clearance to access employment suitability information through the IVR system is controlled through both a vendor code and PIN. You must have both numbers to access the system. PIN numbers will be reissued at 6-month intervals. You will be notified by FAX one week prior to your PIN expiration date with a new PIN.

The IVR system will lead you through a series of voice prompts to check clearance on contractor employees. You will be required to enter your vendor code and your PIN to access information regarding employee clearance. If either code is incorrect, you will be denied access to the system.

Once you have entered the correct vendor code and PIN, the system asks you to enter the social security number (SSN) for each employee of the contractor or subcontractor seeking access to TVA property/work sites. Once you enter the SSN, the system will respond according to restrictions or nonrestrictions on the employee and advise you how to proceed. The attached TVA Contractor Worksheet is not a necessary form as it is provided as a worksheet for the contractor for convenience when using the system.

If you have problems with the system or need vendor code or PIN information, you should call the Employee Service Center at 1-888-275-8094.

TVA Has Two Separate Security Units

TVA has two separate security units (nuclear and nonnuclear). If an individual is denied clearance, you may be directed to contact either unit depending on whether the contract is with a TVA nuclear or nonnuclear organization. If it is necessary to call a security office after your IVR inquiry, only the authorized contractor representative may call:

Nuclear: 423-751-7923
Nonnuclear: 865-632-7703

Information to be Furnished to 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):

Nuclear
Manager, Nuclear Security
1101 Market St., EB 10B
Chattanooga, TN 37402

Nonnuclear
Manager, Personnel Security
400 West Summit Hill Drive, WT 3D
Knoxville, TN 37902-1401

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.

6. Responsibilities of Contractor to Furnish Information to System

Nuclear Contractors

For nuclear contractors who are discharged or resign from the contractor or subcontractor while working at a TVA Nuclear site, the contractor 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.

Nonnuclear Contractors

For employees who are discharged or resign from the contractor or subcontractor while working at any nonnuclear TVA site, the contractor representative should immediately FAX the attached transmittal titled Contractor Report of Discharges or Resignations to TVA's Personnel Suitability and Clearance office. This will ensure that work restrictions are entered into the system.

REGISTRATION FORM

TVA CONTRACTOR SECURITY SYSTEM

Immediately upon award of contract, to initiate the TVA Contractor Security System requirements and to be assigned a vendor code and personal identification number (PIN) number, this completed form or the information contained on the form must be provided to TVA's Employee Service Center (ESC) at 400 West Summit Hill Drive, WT CP, Knoxville, Tennessee 37902 or the contractor may call the ESC at 1-888-275-8094. **(To short-cut the system:** When the IVR equipment asks its first question, "*If you are calling from a touch-tone phone, press 1,*" do not press 1, but stay on the line instead, and an ESC representative will come on the line to assist you.) Or, fax this form to 1-888-633-0372. If the contractor has an active vendor code and PIN for this system from a previous contract, it is not necessary to be issued another set of numbers; however, the contractor is required to check all employees through this system regardless of the number of their contracts held.

NAME OF CONTRACTOR COMPANY

TVA CONTRACT NUMBER

Name, address, phone, fax, and E-mail address (if established) of contractor representative designated the responsibility to keep the contractor vendor and PIN numbers secure and to administer this security system:

(Contractor Representative Name)

(Contractor Representative Address)

(Contractor Representative Phone Number)

(Contractor Representative Fax Number)

(Contractor Representative E-Mail Address--if established)

NOTE: *The contractor representative identified above is responsible to keep these numbers secure and to assign the person employed by the contractor responsible for operating the system. The PIN will be revised every 6 months for security reasons, and the contractor representative listed above will be so notified. TVA will audit the contractor's compliance with this system.*

CERTIFICATION

As the above-designated Contractor Representative, I certify that I have received or applied for a Vendor Code and PIN and that I understand the requirement for my company and all subcontractors to comply with TVA's Contractor Security System.

Signature of Contractor Representative

Date

Note: *The Contractor Representative is to provide a completed copy of this document to their TVA Contract Manager.*

SENSITIVE INFORMATION

Date _____

TVA CONTRACTOR WORKSHEET

(To be utilized when clearing contractor employees [or potential employees] that are to have access to TVA worksites)

To access TVA/Contractor Security System (touch-tone phone required): 1-800-796-9628

or:

Within TVA Phone System: 632-3409

Be prepared to provide:

1. Vendor Code # _____
2. Pin # _____
3. Provide the social security number and name of each individual seeking clearance. (The system will provide the other information.)

SSN	Name (optional)	Restricted Until (date) ¹	No Known TVA Restriction	Restricted —Not Eligible	Contact TVA Security ²

1. Contractor employees eligibility to perform TVA work on site may be subject to satisfactory drug test as determined by TVA.
2. TVA has 2 separate security units (nuclear and nonnuclear). You may be directed to contact either unit, depending on location of work. If it is necessary to call either unit after your interactive voice response inquiry, the authorized representative of the contractor only may call:

For Contractor Use Only: Nuclear 423-751-7923
 Nonnuclear 865-632-7703

NOTE: TVA's contractor employee security system does not replace a contractor's practice or obligation to administer their own employment security screening program.

NOTE: Individuals ineligible to work at a TVA site or facility may inquire as to their individual status by writing to the appropriate office indicated below (SSN and a current address must be included for a response):

Nuclear
 Manager, Nuclear Security
 1101 Market St., EB 10B
 Chattanooga, TN 37402

Nonnuclear
 Manager, Personnel Security
 400 West Summit Hill Drive, WT 3D
 Knoxville, TN 37902-1401

SENSITIVE INFORMATION

SENSITIVE INFORMATION

Contractor Report of Discharges or Resignations
**** For Nonnuclear Contractors Only ****

TO: PERSONNEL SUITABILITY AND CLEARANCE

DATE: _____

FAX #: (865) 632-4545 **PHONE #:** (865) 632-7703

FROM: Company Name: _____

Company Contact Name: _____

Phone Number: _____ Fax Number _____

TVA Contractor Personnel Actions

1. Name: _____ SSN: _____

Craft (i.e., IBEW, Boilermakers, etc.): _____

Project/Site (i.e., Gallatin, Colbert, etc.): _____

Resignation Date: _____ or Discharge Date: _____ Discharge Code: _____

Describe Reason for Discharge: _____

2. Name: _____ SSN: _____

Craft (i.e., IBEW, Boilermakers, etc.): _____

Project/Site (i.e., Gallatin, Colbert, etc.): _____

Resignation Date: _____ or Discharge Date: _____ Discharge Code: _____

Describe Reason for Discharge: _____

3. Name: _____ SSN: _____

Craft (i.e., IBEW, Boilermakers, etc.): _____

Project/Site (i.e., Gallatin, Colbert, etc.): _____

Resignation Date: _____ or Discharge Date: _____ Discharge Code: _____

Describe Reason for Discharge: _____

DISCHARGE CODES (reasons for discharge)

- | | | |
|--|---|------------------------|
| P1 • First positive drug/alcohol test | M1 • Misconduct (includes sleeping on the job, possession of drugs/alcohol/ weapons, falsification of records, insubordination, etc.) | S1 • Safety violations |
| P2 • Second positive drug/alcohol test | | O1 • other (explain) |
| T1 • Theft/fraud (provide documentation) | | |
| V1 • Violence (provide documentation) | | |
| A1 • Absenteeism | C1 • Criminal history | |

SENSITIVE INFORMATION

**PROJECT MAINTENANCE AND
MODIFICATION AGREEMENT**

**FOR WORK PERFORMED FOR THE
TENNESSEE VALLEY AUTHORITY**

Revised June 1, 2000

PROJECT MAINTENANCE AND MODIFICATION AGREEMENT

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*Words in italics in this agreement are the words
that were new or revised June 1, 2000.*

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.

COVENANTS—continued

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.*
- 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.

ARTICLE II: MANAGEMENT RIGHTS—continued

- 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.
- 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.

ARTICLE II: MANAGEMENT RIGHTS—continued

- 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. The Council Administrator and representatives of TVA's larger partner Contractors shall determine*

ARTICLE II: MANAGEMENT RIGHTS—continued

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. 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.*

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 either in writing or by telephone when workers are required.
- 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, 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.

ARTICLE III: UNION SECURITY AND REFERRAL—continued

- 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.

ARTICLE III: UNION SECURITY AND REFERRAL—continued

- 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.

ARTICLE III: UNION SECURITY AND REFERRAL—continued

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. 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.

ARTICLE VI: DEFINITIONS—continued

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.

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.*

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:

ARTICLE VII: GRIEVANCE PROCEDURE—continued

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 projectwide 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.
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.

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

ARTICLE VII: GRIEVANCE PROCEDURE—continued

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.

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 projectwide 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.

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.* 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.*

In the event augmentation work continues beyond other project work, the job steward shall be retained as the steward for augmentation work-

ARTICLE XI: LOCAL UNION REPRESENTATIVES—continued

ers 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 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 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 5 cents per hour for each contributing employee.

This Agreement does not provide for payment for time off for voting, state or local regulations notwithstanding.

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 wel-

ARTICLE XII: WAGE RATES AND PAYDAY—continued

fare, 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.
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.*

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.

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.

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 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.

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.

ARTICLE XIV: DAY WORK SCHEDULES—continued

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.

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.*

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.*
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.

ARTICLE XIV: DAY WORK SCHEDULES—continued

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.*
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.*

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.

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.* 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*.

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.

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.*

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.*

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.*
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 hours at the applicable rate.*
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*.

When employees start to work, 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. It shall be the Contractor's prerogative whether or not to stop work.

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

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.

ARTICLE XIX: REPORTING TIME AND CALL-INS—continued

- 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 reg-

ARTICLE XXI: FIRST AID AND SAFETY—continued

ulations 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.

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.
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ARTICLE XXIV: GENERAL SAVINGS CLAUSE—continued

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

ARTICLE XXV: WORK STOPPAGE—continued

- 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, 2003*, 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.

**ARTICLE XXVII: AGREEMENT BETWEEN TVA (OWNER) AND COUNCIL
REGARDING COVERED MAINTENANCE AND MODIFICA-
TION WORK—continued**

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

**ARTICLE XXVII: AGREEMENT BETWEEN TVA (OWNER) AND COUNCIL
REGARDING COVERED MAINTENANCE AND MODIFI-
CATION WORK—continued**

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,

**ARTICLE XXVII: AGREEMENT BETWEEN TVA (OWNER) AND COUNCIL
REGARDING COVERED MAINTENANCE AND MODIFI-
CATION WORK—continued**

pension, health and welfare contributions, apprenticeship fund contributions where applicable, and where applicable, any transportation and subsistence payments. TVA and the Council agree that *effective May 22, 2000*, the prevailing basic wage rate for work under this contract is **100** percent of the rate that is established for power construction work pursuant to the procedure established in the Construction Project Agreement. 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.

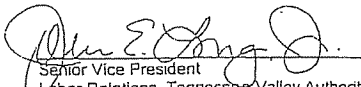
4. The Council Unions and the Contractor understand that the Owner may choose to perform or directly contract or purchase any part or parts of the work necessary on any covered project. Should TVA choose to directly perform work that would otherwise be within the scope of this Agreement, it will negotiate 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.

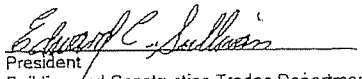
ARTICLE XXVII: AGREEMENT BETWEEN TVA (OWNER) AND COUNCIL REGARDING COVERED MAINTENANCE AND MODIFICATION WORK—continued

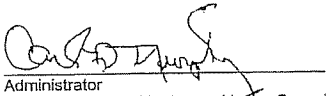
6. This Article shall be effective beginning with contracts entered into based on Requests for Proposals, Invitations for Bids, or Requests for Offers issued on or after the date of execution of this Project Agreement. Under this Article, this Project Agreement will be required in all covered contracts executed through *May 31, 2003*. 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.

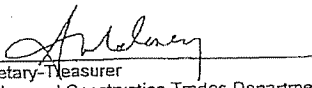
The Presidents of the Unions listed below, which comprise the Tennessee Valley Trades and Labor Council, hereby approve this Project Maintenance and Modification Agreement and authorize the Council, through its designated representative, to execute, administer, and make revisions to this Project Agreement.


Revised effective June 1, 2000.

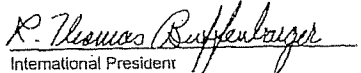

Senior Vice President
Labor Relations, Tennessee Valley Authority

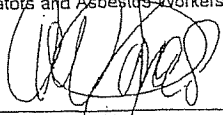

President
Building and Construction Trades Department



Administrator
Tennessee Valley Trades and Labor Council


Secretary-Treasurer
Building and Construction Trades Department


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


International President
International Association of Machinists and
Aerospace Workers


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


General President
International Union of Operating Engineers

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

John J. Flynn
President
International Union of Bricklayers and Allied Craftworkers

Michael E. Moroc
General President
International Union of Painters and Allied Trades

Charles J. Moran
General President
United Brotherhood of Carpenters and Joiners of America

Carl J. Krue
International President
United Union of Roofers, Waterproofers and Allied Workers

John J. Trought
General President
Operative Plasterers' and Cement Masons' International Association of the United States and Canada

Michael J. Sullivan
General President
Sheet Metal Workers' International Association

J. J. Barry
International President
International Brotherhood of Electrical Workers

Martino J. Maddaloni
General President
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

Robert J. ... 4-20-00
General President
International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

James P. Hoffa
General President
International Brotherhood of Teamsters

James M. O'Sullivan
General President
Laborers' International Union of North America

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

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*LRSs (Labor Relations Supplements) may be viewed at web address
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CONSTRUCTION PROJECT AGREEMENT

**FOR WORK PERFORMED FOR THE
TENNESSEE VALLEY AUTHORITY**

Revised June 1, 2000

CONSTRUCTION PROJECT AGREEMENT

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*Words in italics in this agreement are
the words that were new or revised June 1, 2000*

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.***
- 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.
- 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 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. 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.*** 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.***

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 either in writing or by telephone when workers are required.
- 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, 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 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. 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.***
- 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. 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.
- 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 Union Representative 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.
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.

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.

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.

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 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 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.
- 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.*

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.

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.

- 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. 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.*
- C. *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 required are paid for two hours at the straight-time rate and released. If the employee is put to work or held in readiness, he/she is paid at the appropriate rate for all hours from the time he/she reported but, in no case, for less than two hours. Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay unless released sooner by the Contractor's principal supervisor or the employee's designated representative. 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.*
- 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.
- 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.

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

Third shift: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period.

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.

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 cessation 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 jurisdiction 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. These tools for a wireman are knife; six-foot rule; cutting pliers; channel-lock pliers; hack saw frame; small, medium, and phillips screwdrivers; ball-peen hammer; pocket level; stak-on pliers; adjustable wrench; combination square 12" or less; voltage tester; and tool box, lock, and keys. These tools for a lineman are 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. All other necessary tools and equipment will be furnished to employees by their employer and will be charged to the individual who will be accountable for their security while assigned to him/her. Employer will replace tool bags, safety belts, and worn or damaged tools as necessary.

ARTICLE XVIII: TERM OF THE AGREEMENT

This Agreement shall be in full force and effect through *November 30, 2003*, 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 mechanics 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 prevailing 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 thereunder, 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, 2003**. 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 revisions to this Project Agreement.

Revised effective June 1, 2000.

original signed by John E. Long, Jr.
 Senior Vice President
 Labor Relations, Tennessee Valley Authority

original signed by Edward C. Sullivan
 President
 Building and Construction Trades Department

original signed by Carl B. Murphy
 Administrator
 Tennessee Valley Trades and Labor Council

original signed by Joseph Maloney
 Secretary-Treasurer
 Building and Construction Trades Department

original signed by William G. Bernard
 General President
 International Association of Heat and Frost
 Insulators and Asbestos Workers

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

original signed by Charles W. Jones
 International President
 International Brotherhood of Boilermakers, Iron Ship
 Builders, Blacksmiths, Forgers and Helpers

original signed by Frank Hanley
 General President
 International Union of Operating Engineers

original signed by John J. Flynn

President
International Union of Bricklayers and Allied
Craftworkers

original signed by Michael E. Monroe

General President
International Brotherhood of Painters and Allied
Trades

original signed by Douglas J. McCarron

General President
United Brotherhood of Carpenters and Joiners of
America

original signed by John J. Dougherty

General President
Operative Plasterers' and Cement Masons'
International Association of the United States and
Canada

original signed by J. J. Barry

International President
International Brotherhood of Electrical Workers

original signed by Jake West

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

original signed by Terence M. O'Sullivan

General President
Laborers' International Union of North America

original signed by Earl J. Kruse

International President
United Union of Roofers, Waterproofers and Allied
Workers

original signed by Michael J. Sullivan

General President
Sheet Metal Workers' International Association

original signed by Martin J. Maddaloni

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

original signed by 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 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.

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.

**CONSTRUCTION PROJECT AGREEMENT
FOR WORK PERFORMED FOR THE TENNESSEE VALLEY AUTHORITY**

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*LRSs (Labor Relations Supplements) may be viewed at web address www.TVA.gov/moreinfo/clauses.htm#labor99.

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*LRSs (Labor Relations Supplements) may be viewed at web address www.TVA.gov/moreinfo/clauses.htm#labor99.

SIGNATURE AND REQUIRED NOTICE

PROJECT AGREEMENT CONTRACTORS' REQUIREMENTS BEFORE BEGINNING WORK

I. Rules

1. All contractors signatory to the Project Agreement must **complete** and **distribute** this form and contact the Building Trades/Council Office at (865) 981-3970 to report their project's scope of work, begin date, staffing needs, etc., at least 10 days before beginning work. The contractor will either provide the same information for their subcontractors or have the subcontractor contact the Building Trades/Council Office.
2. 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 as determined by the Building Trades/Council Office. The contractor will determine the date, time, and location of such conferences and make arrangements for the facilities for such meetings. On all contracts signatory to the Project Agreement, with the cost of labor expected to be less than \$100,000, a pre-job teleconference may be required and coordinated by the Building Trades/Council Office.

II. Contract Number: _____ (Check appropriate Project Agreement)

- Construction Project Agreement
- Office Supplement - Construction Project Agreement
- Project Maintenance and Modification Agreement

III. Description of Work

Description of Work: _____

Work Locations _____

Work Schedule Estimate: Beginning Date _____ Completion Date: _____

Peak Number of Craft Employees Expected at any Given Time _____

Specify Crafts & Approximate Number of Craftsmen Required:

____ Asbestos Workers	____ Iron Workers	____ Plasterers/Cement Masons
____ Boilermakers	____ Laborers	____ Roofers
____ Bricklayers	____ Machinists	____ Sheet Metal Workers
____ Carpenters/Millwrights	____ Operating Engineers	____ Steamfitters/Pipefitters
____ Electrical Workers	____ Painters	____ Teamsters

IV. Signature

THE PRIME CONTRACTOR (OR A SUBCONTRACTOR FOR MORE THAN \$100,000 OR SPECIALTY WORK) AGREES TO BE BOUND BY THE PROVISIONS OF THIS PROJECT AGREEMENT BY THE FOLLOWING SIGNATURE:

Company-Authorized Signature: _____ Date: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____ Fax Number: (____) _____

V. Distribution:

Building & Construction Trades Department/Tennessee Valley Trades & Labor Council
269 Cusick Road, Suite A
Alcoa, Tennessee 37701
Telephone: (865) 981-3970
FAX: (865) 981-3958
E-Mail: Imatoy@aol.com

TVA Contract Officer

Revised 2-7-00

Exhibit A - WAGE SCHEDULE

for Project Agreements and 1851s

Effective First Pay Period Beginning After January 1, 2002

Scope of work covered: This document identifies the total wage package to be paid to the employees of contractors performing construction, maintenance, and modification work for TVA under either the Construction Project Agreement (Exhibit A), Project Maintenance and Modification Agreement (Exhibit A), or 1851 (Exhibit A).

Notice to Employees: If you do not receive at least the total of the amounts of pay provided in this document, you should contact your supervisor or your payroll office. If these individuals are unavailable, you may write to TVA's Labor Relations Staff, 400 West Summit Hill Drive (ET 6D), Knoxville, Tennessee 37902-1499, where the matter will be held in confidence.

Asbestos Workers

(Asbestos work includes insulation)

Asbestos Abatement Worker	13.92
Asbestos Abatement Worker Foreman	15.31
Asbestos Worker	19.89
Asbestos Worker Foreman	21.88
Asbestos Worker Head Foreman	24.07
Asbestos Worker Subjourneyman	12.05 ²

Health and Welfare Fund	3.23 ¹
Pension Fund	2.96 ¹

Boilermakers

Blacksmith/Boilermaker	23.67
Blacksmith/Boilermaker Welder	23.67
Boilermaker Certified Pressure Welder	24.42 ³
Boilermaker Assistant Foreman	26.04
Boilermaker Foreman	26.29
Boilermaker Erector	28.92
Boilermaker Subjourneyman ² (for wage and fringe rates, see Endnote 10)	
Boilermaker Trainee I	16.57
Boilermaker Trainee II	18.94

Health and Welfare Fund	4.05 ¹
Pension Fund (for each hour paid)	4.50 ¹
Annuity (for each hour paid)	1.50 ¹

(For apprentice health and welfare, pension, and annuity, see page 7.)

(For possible application of MOST Program, see Endnote 11.)

Bricklayers

Bricklayer	20.40
Bricklayer Foreman	22.44
Bricklayer Head Foreman	24.68
Bricklayer Improver	12.24 ²
Marble Setter	19.65

Bricklayers (continued)

Stone Mason	20.40
Terrazzo Worker	19.65
Tile Setter	19.65
Health and Welfare Fund	.89 ¹
Pension Fund	1.35 ¹

Carpenters

Carpenter	18.03
Carpenter Foreman	19.83
Carpenter Head Foreman	21.81
Carpenter Trans. Foreman Specialist	23.31
Carpenter Welder	18.03
Lather (tie-on installation)	18.03
Lather Foreman	19.83
Millwright	20.81
Millwright Foreman	22.89
Millwright Head Foreman	25.18
Millwright Welder	20.81
Pile Driver	18.28
Pile Driver Foreman	20.11
Pile Driver Welder	18.28
Saw Filer	18.03
Sawyer	18.03

Health and Welfare Fund	2.25 ¹
Pension Fund	1.35 ¹

Electrical Workers

Cable Splicer	21.06
Driver-Special Line Equipment	17.11
Driver-SLE Trainee I	13.35
Driver-SLE Trainee II	14.54
Driver-SLE Trainee III	15.40
Electrician	20.81
Electrician Foreman	22.89
Electrician Head Foreman	25.18
Electrician Welder	20.81

Electrical Workers (continued)

Groundman (line crew)	13.32
Groundman Driver	13.47
Groundman Foreman	20.81
Groundman--Maintenance	12.49 ²
Groundman Trainee--A	9.32
Groundman Trainee--B	9.99
Lineman	20.81
Lineman Foreman	22.89
Right-of-Way Clearing Foreman--Spray	16.65
Substation Construction Foreman	25.18
Transmission Line Construction Fmn.	25.18

Health and Welfare Fund	3.12 ¹
Pension Fund--National (3% of the hourly gross wage rate) ¹	
Pension Fund--Local	2.47 ¹

Iron Workers

Iron Worker Head Foreman	22.99
Reinforcing Iron Worker	19.00
Reinforcing Iron Worker Foreman	20.90
Reinforcing Iron Worker Subjourneyman	11.40 ²
Structural Iron Worker	19.00
Structural Iron Worker Foreman	20.90
Structural Iron Worker Sketchman	20.90
Structural Iron Worker Subjourneyman	11.40 ²
Structural Iron Worker Welder	19.00

Health and Welfare Fund	2.45 ¹
Pension Fund	3.66 ¹
Annuity	.50 ¹

Laborers

Asphalt Raker and Smoother	13.02
Cement Gun Nozzleman	13.57
Chuck Tender	13.42
Concrete Placing Foreman	15.15
Construction Laborer	13.02
Deckhand	13.12
Excavation Foreman	15.15
Flagman	13.32
Form Stripper -- Wrecker	13.02
Jackhammer Operator	13.07
Labor Foreman	14.93
Labor Head Foreman	16.67
Laborer (unclassified)	12.87
Mortar Mixer	13.02
Nuclear Plant Laborer	13.02
Powder Foreman	15.15
Powderman	13.77

Laborers (continued)

Power Saw Operator	13.02
Right-of-Way Spray Laborer	13.02
Sewer Foreman	14.93
Substation Yard Laborer	13.02
Track Foreman	15.15
Track Laborer	13.02
Tunnel Laborer	13.52
Tunnel Miner	13.87
Tunnel Miner Foreman	15.26
Wagon Drill Operator	13.52
Watchman	12.87

Health and Welfare Fund	1.70 ¹
Pension Fund	1.20 ¹

Machinists

Bolt Threading Machine Operator	16.49
Gas and Diesel Mechanic	21.99
Gas and Diesel Mechanic Foreman	24.19
Gas and Diesel Mechanic Helper	16.49
Gas and Diesel Mechanic Helper II	18.69
Machinist	21.99
Machinist Foreman	24.19
Machinist Head Foreman	26.61
Machinist Utilityman	13.19 ²
Machinist Welder	21.99
Outside Machinist	22.19
Outside Machinist Foreman	24.41
Outside Machinist Utilityman	13.31 ²
Outside Machinist Welder	22.19

Health and Welfare Fund	2.42 ¹
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Operating Engineers

Group A Equipment Op.	18.63
Bulldozer Operator	
Cage Hoist Operator	
Central Concrete Mixing Plant Op.	
Concrete Pump Operator	
Core Drill Operator	
Crane Operator ⁴	
Derrick Operator (live boom)	
Dragline Operator	
Dredge Operator	
Equipment Mechanic	
Equipment Mechanic Welder	
Euclid Loader Operator	
Heavy Rotary Drill Operator	
Marine Pilot	
Motor Patrol Grader Operator	

Operating Engineers (continued)

Group A Equipment Op.

Mucking Machine Operator
Pan Scraper Operator
Paving Equipment Operator
Pile Driver Operator
Power Shovel Operator
Trenching Machine Operator

17.88

Group B Equipment Op.

Central Compressor Plant Operator
Chief Filter Plant Operator
Derrick and Dredge Boat Fireman
Drill Operator
Elevating Grader Operator
Hoist Operator
Locomotive Operator
Marine Engineer
Well Point Pump Operator
Yard Conductor

Group C Equipment Op.

16.79

Bituminous Distributor Operator
Filter Plant Operator
Grader Operator
Greaser
Motor Crane Driver and Oiler
Mulching Machine Operator
Portable Concrete Mixer Operator
Road Roller Operator
Switchman
Tractor Operator
Tunnel Motorman
Work Boat Operator

Group D Equipment Op.

16.03

Conveyor Operator
Crane Car Operator
Drill Helper
Equipment Mechanic Helper
Fireman
Grout Pump Operator
Loading Machine Operator
Oiler
Outboard Motorboat Operator
Portable Compressor Operator
Pump Operator
Tractor Operator -- Farm Type
Trenching Machine Helper
Welding Machine Operator

Equipment Operator Foreman

Central Mixing Plant Foreman 20.49
Core Drill Foreman 20.49
Dredge Mate 20.49
Drill Foreman 19.67
Equipment Foreman 20.49
Equipment Mechanic Foreman 20.49
Greaser Foreman 18.63
Operating Engineer Head Foreman 22.54

Operator Trainees

Central Concrete Mixing Plant Opr.
Trainee I 16.03
Trainee II 16.79
Trainee III 17.88
Core Drill Operator Trainee I 16.79
Core Drill Operator Trainee II 17.88
Marine Pilot Trainee I 16.79
Marine Pilot Trainee II 17.88

Health and Welfare Fund 2.62 ¹
Pension Fund 2.80 ¹

Painters

Lead-Based Paint Abatement Worker 15.32
Painter (includes drywall finish & glazier work) 15.32
Painter Foreman 16.85
Painter Head Foreman 18.54
Painter Utilityman 9.19 ²
Sign Painter 15.32

Health and Welfare Fund 2.10 ¹
Pension Fund 2.10 ¹

Plasterers and Cement Masons

Cement Mason 19.17
Cement Mason Foreman 21.09
Cement Mason Head Foreman 23.20
Cement Mason Improver 11.50 ²
Plasterer 21.17
Plasterer Foreman 23.29

Health and Welfare Fund 2.00 ¹
(Cement Masons only)

<u>Roofers</u>	
Roofer	16.93
Roofer Foreman	18.62
Roofer Head Foreman	20.48
Roofers Helper	12.19
Roofer Subjourneyman	10.16 ²
Roofer -- Slate and Tile	17.18
Roofer Foreman -- Slate and Tile	18.90
Roofer -- Slate and Tile Subjourneyman	10.31 ²
Health and Welfare Fund	2.15 ¹
Pension Fund	.75 ¹

<u>Sheet Metal Workers</u>	
Sheet Metal Worker	20.88
Sheet Metal Worker Foreman	22.97
Sheet Metal Worker Head Foreman	25.27
Sheet Metal Worker Pre-Apprentice	12.53 ²
Sheet Metal Worker -- Sketchman	22.97
Sheet Metal Worker Welder	20.88
Health and Welfare Fund	2.70 ¹
Pension Fund	2.78 ¹
SASMI (3% gross payroll, including base wage, H&W, and Pension) ¹	

<u>Steamfitters</u>	
Lead Burner	22.50
Plumber	21.11
Plumber Foreman	23.22
Plumber Sketchman	23.22
Production Wkr. Steamfitter Subj'man.	12.67 ²
Steamfitter	21.11
Steamfitter Foreman	23.22
Steamfitter Head Foreman	25.54
Steamfitter Sketchman	23.22
Steamfitter Welder	21.11
Health and Welfare Fund	2.79 ¹
Pension Fund	3.14 ¹

Sprinkler-Fitter	21.31
Sprinkler-Fitter Foreman	23.44
Sprinkler Fitter Head Foreman	25.78
Health and Welfare Fund	3.36 ¹
Pension Fund	3.07 ¹

<u>Teamsters</u>	
Garage Attendant	14.47
Truck Dispatcher	15.05
Truck Driver I	14.47 ⁵
Truck Driver II	14.72 ⁶
Truck Driver III	14.97 ⁷
Truck Foreman	16.47
Truck Head Foreman	18.12
Warehouseman	14.47
Warehouse Foreman	15.02
Health and Welfare Fund	2.62 ¹
Pension Fund	\$85/wk ¹

(For each week in which employee receives at least 20 hours' pay.)

<u>Multi-Craft</u>	
Diver	26.07 ⁸
<u>Depth Premium</u>	
0 - 50 ft.	No premium
51 - 100 ft.	\$1.00 per ft.
101 - 150 ft.	\$2.00 per ft.
151 - 200 ft.	\$3.00 per ft.
201 - 250 ft.	\$4.00 per ft.
251 - 300 ft.	\$5.00 per ft.

Torus Diving Premium
\$5.00 per calendar day to diver who makes one or more dives in nuclear torus.

Diver Tender	14.49 ⁸
Power House Crane Operator	20.81 ⁹
Property Maintenance Worker	14.47 ⁹
Property Maintenance Foreman	15.92 ⁹

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 only 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 to Boilermaker Subjourneyman 12-97], Bricklayer Improver, Groundman--Maintenance [IBEW], 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.
3. Must be certified under ASME Section 9.
4. For Crane Operator, the following premiums are paid: A premium of \$1.00 per hour above the straight-time rate is paid for all hours when hired to operate the following: (1) cranes with 100 feet of boom, including jib; (2) tower cranes; or (3) ringer cranes.
5. 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.
6. 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.

ENDNOTES (continued)

7. 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.

8. This rate is the total wage package which is the total that may be paid when the hourly wage and all fringe contributions, if any, are added together.

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

10. The Boilermaker Subjourneyman classification Health and Welfare and Pension contributions vary depending on when the individual was first hired by any contractor as a subjourneyman. (For a description of subjourneyman, see Endnote 2).

	<u>First Employed</u>	
	<u>Prior to</u> <u>11-1-97</u>	<u>After</u> <u>11-1-97</u>
Boilermaker Subjourneyman	\$14.20	\$14.20
Health and Welfare Fund ¹	4.05	3.35
Pension (for each hour paid ¹)	4.50	.25
Annuity (for each hour paid ¹)	1.50	.10

11. It is agreed that only for work performed under the Project Maintenance and Modification Agreement and only for Fossil and Hydro Power, there is a requirement that 8 ½ cents for each hour worked be contributed to the Boilermaker's MOST Program. (See LRS-41.)

OTHER PAYMENTS

For Construction, Maintenance, and Modification of Transmission Facilities Only

Skilled or semiskilled employees engaged in construction, maintenance, and modification of transmission facilities, whose temporary work location is changed throughout the work area, are paid a subsistence allowance of \$40 for each night lodging is obtained and occupied when the temporary work location board town is more than 55 map (Rand McNally's Standard Highway Mileage Guide) miles from the city or town of the employee's permanent residence. Employees will be eligible for payment of the subsistence allowance if pay is received for productive work on the day following the night lodging is obtained and occupied, except employees will not be eligible until the temporary work location is changed from the original employment work location and they have reported to the new temporary work location for which the designated board town is more than 55 map miles from the city or town of their permanent residence. 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. In a move between work location board towns, while engaged in this work of transmission facilities, the employee will be paid 26 cents per mile for providing his/her own transportation.