

# **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
- 4<sup>th</sup> 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 cession of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.
  - e. Such Award may be enforced by any Court of competent 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 Carl B. Murphy*  
 Administrator  
 Tennessee Valley Trades and Labor Council

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

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

*original signed by John J. Flynn*  
 President  
 International Union of Bricklayers and Allied  
 Craftworkers

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

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

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

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

*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 safety and efficiently perform the work. Traditional craft jurisdictional lines may not be observed in making work assignments. In utilizing employees, it is the responsibility of management to assign work such that employees apply the skills for which they are trained. Therefore, while traditional craft jurisdictional lines may not be followed, management commits that employees will be assigned to work utilizing the skills for which they are trained as long as a productive work force can be maintained.

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

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

(The remaining portion of this paragraph remains unrevised.)

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

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

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

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

C. The hourly wage rate for nonjourneymen is 50 percent of the corresponding journeyman rate, except that this rate shall only be used in crafts which recognize such classifications.



# 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](http://www.TVA.gov/moreinfo/clauses.htm#labor99).

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