

**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.

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.
- 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.

- 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 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.
- 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.

- I. During a layoff, the Contractor has the right to retain the employees of their choice without regard to any other criteria. Employees terminated for cause may not again be referred for employment to the Owner's project site for a period of not less than 90 days. After 90 days, such employees may be rehired at the Contractor's sole discretion.
- J. An employee or applicant required to satisfactorily demonstrate his/her ability to perform certain tasks through an examination or test (e.g., welding tests) or to demonstrate expertise determined by the Contractor to be necessary to perform nuclear maintenance and modifications work (e.g., electrical splices, mechanical connections) or to satisfactorily complete requirements for nuclear plant access (e.g., General Employee Training) shall be paid for that time required to take the exam or test provided the employee or applicant successfully passes the exam or test.
- K. Plant maintenance and modifications that the Contractor performs involves operating units that in all cases must be kept running. This situation means that some of the work is of an emergency nature and, therefore, will require at times the acceptance of extreme fluctuations in the labor demand. The Council Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the staffing requirements of the Contractor.
- L. It is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet any Owner or Contractor requirements for security or access clearance in connection with federal law or regulation. A Contractor employing craftsmen who are required to have Nuclear Regulatory Commission (NRC) clearance may request and shall be referred craftsmen who have currently active NRC clearances irrespective of their place on the out-of-work list. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this Agreement. Determinations as to whether a security or access clearance should be granted or revoked, or actions related thereto, are not subject to the grievance procedure.
- M. It is agreed that on any project, at the Contractor's discretion, the total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Apprentices and nonjourneymen shall only be used in the crafts which recognize such classifications. 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 retraining protected classes.

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

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

ARTICLE V: SCOPE OF WORK

1. This Agreement covers only that maintenance and modifications work assigned by the Owner to the Contractor and performed by the employees of the Contractors covered by this Agreement.
2. This Agreement does not cover work classified as specialty work as defined by the Owner.

ARTICLE VI: DEFINITIONS

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

Examples include addition of scrubbers or other pollution control facilities, coal/bulk-material handling facilities, other systems at existing plant sites, and work within the power block at Watts Bar Nuclear Plant.

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:

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

Step II: Between an International Union Representative, the 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 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 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 project-wide impact. The Job Site Representative shall have the qualifications to provide leadership, maintain harmonious relations among employees and with the Contractor, and shall conduct business in a respectful and business-like manner. The Job Site Representative shall be a qualified working craftsman designated to act as a representative of the Council relative to the application of the Agreement with the signatory Contractor.

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 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 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 five 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 welfare, and pension contributions equivalent to that specified in Exhibit A *and Exhibit C*.
3. The hourly wage rate for nonjourneymen is 60 percent of the corresponding journeyman rate except that this rate shall only be used in the crafts which recognize such classifications.
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.

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.
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.
 - c. *When an employee is called in after the established quitting time of his/her regular shift, he/she shall be paid not less than four hours at the applicable overtime rate. If he/she works beyond the four hours, he/she will be paid for actual hours worked.*
 - d. If there is an overlapping of an employee's time from the fifth day to the sixth day, the sixth day to the seventh day, or holidays as a result of a call-in from one day to the next, the employee shall be paid under the four-hour plan as outlined in Subsection b above at the applicable overtime rate, but at no time will he/she receive the four-hour guarantee more than once for any one call-in.
3. On a call-in when guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his/her own and without the approval of the Contractor representative, he/she shall be entitled to pay for the hours actually worked in the day, and the four-hour minimum conditions shall not apply.

ARTICLE XX: TOOLROOMS

1. The Contractor and the Council Unions agree that it shall be the Owner's prerogative to maintain and operate a general centrally located toolroom and warehouse. The Council Unions agree that the staffing required for the

operation of the centrally located toolroom and warehouse may at the Owner's option be employed directly by it.

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

ARTICLE XXI: FIRST AID AND SAFETY

The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant.

Employees must use diligent care to perform their work in a safe manner. Failure to do so may result in immediate dismissal.

ARTICLE XXII: PROJECT RULES AND REGULATIONS

1. It is agreed that the Contractor may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project.
2. It is understood that these rules and regulations shall not be inconsistent with the terms of this Agreement.
3. Violations of the project rules and regulations is just cause for disciplinary action, subject to Article VII, Grievance Procedure, of the Agreement.

ARTICLE XXIII: PERIODIC CONFERENCE

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

ARTICLE XXIV: GENERAL SAVINGS CLAUSE

1. Any provisions in this Agreement which are in contravention of any federal, state, local, or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable. If any provision in this Agreement is declared unlawful, TVA and the Council will meet to attempt to develop an acceptable alternative.
2. It is mutually agreed by the parties hereto that if any liability by signatory International Unions to this Agreement should arise, such liability shall be several and not joint.
3. Each Contractor (including Subcontractor) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the Council and a Contractor respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations, and duties between the Council and any other Contractor covered by this Agreement. Notwithstanding any other provision of this Agreement, if a Subcontractor fails to make the health and welfare and/or pension fund contributions required under this Project Agreement, the Primary Contractor will be responsible for making such contributions.

ARTICLE XXV: WORK STOPPAGES

1. THERE SHALL BE NO STRIKES, WORK STOPPAGES, PICKETING, OR SLOWDOWNS BY THE UNIONS OR EMPLOYEES AGAINST THE CONTRACTOR OR ANY OTHER CONTRACTOR PERFORMING WORK ON THE PROJECT SITE THAT WOULD AFFECT THE TERMS OF THIS AGREEMENT. THERE SHALL BE NO LOCKOUTS BY THE CONTRACTOR.
2. To achieve this end, the following procedures will be followed:
 - a. If the Contractor contends that any Union has violated this section, it will telegraph or fax the General President(s) of the Union(s) involved advising of that fact. The President(s) will immediately instruct the Union(s) to cease any violation of this section and advise the Contractor and Joint Administrative Committee of action taken.
 - b. After 24 hours from the above-mentioned notice, if for any reason corrective action has not taken effect, the Contractor shall notify the Joint Administrative Committee who will immediately institute any necessary further action. In the event that said further action on the part of the Joint Administrative Committee becomes necessary, it is understood that the Council Representatives involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.
 - c. If any of the Unions or the employees contend that the Contractor has violated this section, such Unions on behalf of the employee will immediately telegraph or fax the Owner and designated representatives of the Contractor who will immediately take any necessary steps to bring about corrective action.

ARTICLE XXVI: TERM OF THE AGREEMENT

This Agreement shall be in full force and effect through *November 30, 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.

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

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

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

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

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

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

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

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

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

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

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

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