CONSTRUCTION PROJECT AGREEMENT

FOR WORK PERFORMED FOR THE TENNESSEE VALLEY AUTHORITY

Updated June 1, 2018
WHEREAS the Contractor and the Council Unions agree that due to the location of the project, the parties feel this Agreement will be long-term in nature and will remain in full force and effect while it serves its purpose.

WHEREAS the Contractor and the Council Unions desire to mutually agree to achieve this end.

WHEREAS the Contractor agrees in concert with the other and all with the Contractor in concert, each with the other and all with the Contractor, that the Council Unions, the Contractor, and the Council Unions have in mutual bargaining throughout the terms of this Agreement.

WHEREAS the Contractor is engaged in the business of construction of projects.

WHEREAS the Contractor has employed and now employs members of the Council Unions.

WHEREAS the Contractor has agreed not to enter into any agreement for their mutually beneficial covering work of projects in Tennessee. The Agreement hereinafter referred to as the "Agreement," is in accordance with the mutual interests of the parties, the provisions and conditions contained in this Agreement.

WHEREAS it is essential that work performed for TIA will enable it to be

Covenants

CONSTRUCTION PROJECT

AGREEMENT

The Council is comprised of the following International Unions:

- International Brotherhood of Teamsters
- Sheet Metal Workers International Association
- United Union of Roofers, Waterproofers and Allied Workers
- United Association of Journeymen and Apprentices of the Plumbing and Heating Works
- International Brotherhood of Painters and Allied Trades
- International Union of Operating Engineers
- International Association of Machinists and Aerospace Workers
- Laborers International Union of North America
- Operating Lineworkers
- International Association of Bridge, Structural, Ornamental and Rein.
- International Brotherhood of Electrical Workers
- Operative Plumbers and Central Masons International Association
- United Brotherhood of Carpenters and Joiners of America
- International Union of Bricklayers and Allied Craftsmen
- Sheetmetal, Fitters and Helpers
- International Brotherhood of Boilermakers, Iron Ship Builders, Black
- International Association of Heat and Frost Insulators and Asbestos

Project:

This Project Agreement is entered into between the Signatory Contractors.
complete authority and right to:

The Council unions understand that the Contractor is responsible to per-

ARTICLE II: MANAGEMENT RIGHTS

or before schedule, and within or below budget and productivity targets.

The parties agree to use their best efforts to develop and implement pro-

separate and distinct from all others.

employees working under this Agreement shall constitute a bargaining unit.

the Agreement and any Renewal thereunder. It is further agreed that the em-

be binding upon the Contractor and the Council Unions during the term of

By means of collective bargaining and the following provisions will

shall be deemed by the employment of workers covered by this Agreement have been reached.

it is mutually understood that the following terms and conditions relating to

Agreement:

provisions of Subcontracts be used to circumvent the basic intent of this

$10,000 or less. Under no circumstances will multiple-agreement

Subcontractors performing specialty work or Subcontractors whose work on

will apply to the overall work under the subcontractor's contract. This shall not apply to

Each covered Contractor shall also ensure that its Subcontractors become

to sign any other local, area, or national agreement.

be subject to existing labor agreements and that the Contractor will not be obligated

terms and conditions of any and all other national, area, or local col-

items and conditions of this Project Agreement shall supersede and over-

items and conditions of this Project Agreement. It is further agreed that the terms and conditions of this Project Agreement shall be

is agreed that the Contractor shall sign, accept, and be bound by the

conditions of employment to be observed by the parties hereto.

This Agreement is for the joint use and benefit of the contracting parties.
ARTICLE III: MANAGEMENT RIGHTS—continued

1. Require all employees to observe all safety regulations prescribed by the Contractor and Cooper and to work safely.

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

3. Determine the need and number of foremen and lead foremen. To determine the need and number of foremen and lead foremen. To

4. Define the work methods and procedures. To define the work methods and procedures.

5. Transfer employees with special skills or qualifications to other contracts.

6. Transfer employees with special skills or qualifications to other contracts.

7. With the approval of the Contractor, and after consultation with the Union, hire and fire employees if the Contractor feels it appropriate. With the approval of the Contractor, and after consultation with the Union, hire and fire employees if the Contractor feels it appropriate.

8. Any employee who has special skills or have previous experience, or any employee who has special skills or have previous experience, or

9. Any employee who has special skills or have previous experience, or have previous experience,

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The application must be filed within the scope and terms of this Agreement. The application shall be in writing and shall state the reasons why the application is being filed. The application must be filed with the Council and the Teamsters International Joint Council. The application shall be in accordance with the terms of this Agreement. The application shall be considered by the Joint Council and the Teamsters International Joint Council. The decision of the Joint Council and the Teamsters International Joint Council shall be final.

Article III: Management Rights—continued

Paragraph 9:

A. The Council recognizes the Council as the sole and exclusive bargaining agent for all Teamsters employed in this bargaining unit. The Council recognizes the right of the Teamsters to determine their own form of bargaining in accordance with applicable law and shall not have the authority to amend, modify, add to, or alter the agreement except as may be provided in this Article or as otherwise provided in law.
ARTICLE III: UNION SECURITY AND REFEREND—continued

The application of this rule to a particular employee may be

EXCEPTION.

H. The Union(s) shall not refer employees employed at the project site

that applied or renewed an application for Union membership and have not submitted the membership application to the Local Union or to the District Council. The application shall include the following:

1. The employee's name, address, and date of birth.
2. The employee's employment status and position.
3. The employee's certification of eligibility.
4. The employee's signature.

I. The employee's signature must be witnessed by another person.

J. The witness's signature must be witnessed by another person.

K. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

L. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

M. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

N. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

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V. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

W. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

X. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

Y. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

Z. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

AA. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referred by the Contractor.

BB. The application shall be submitted to the Local Union or the District Council within 30 days of the date the employee was referre
The work force

The work force will be developed and retrained to meet the needs for increased skills within the steel industry. The work force will be trained to fill the needs of the steel industry by providing opportunities for retraining and education. The work force will be trained to fill the needs of the steel industry by providing opportunities for retraining and education. The work force will be trained to fill the needs of the steel industry by providing opportunities for retraining and education. The work force will be trained to fill the needs of the steel industry by providing opportunities for retraining and education.

ARTICLE II: NONDISCRIMINATION

Section 1: Definitions

A. Definitions

B. Definitions

ARTICLE III: UNION SECURITY AND REFEREE PROTOCOL

Section 1: Union Security

A. Union Security

B. Union Security

C. Union Security

Section 2: Referee Protocol

A. Referee Protocol

B. Referee Protocol

C. Referee Protocol
article vii: grievance procedure—continued

2. The Joint Administration Committee shall consider the grievance after receipt from Step I. In the event the grievance is not resolved within two working days, the claimant may appeal to the Joint Administration Committee. The Joint Administration Committee shall inform the claimant of the outcome of the appeal. If the appeal is successful, the grievance shall be referred to Step II. If the appeal is unsuccessful, the grievance shall be referred to Step III.

3. At Step III, the grievance shall be referred to the claimant and the respondent, or a neutral third party, for mediation. The mediation process shall be conducted in accordance with the rules and procedures established by the Joint Administration Committee. If the mediation is unsuccessful, the grievance shall be referred to arbitration. The Joint Administration Committee shall select a neutral arbitrator from a list of qualified arbitrators provided by the Joint Administration Committee. The arbitrator shall conduct a hearing and issue a decision within 30 days after the hearing.

4. If the grievance is not resolved at Step IV, the grievance shall be referred to the article viii: arbitration. The arbitration process shall be conducted in accordance with the rules and procedures established by the Joint Administration Committee. The arbitrator shall issue a decision within 30 days after the hearing.

5. If the grievance is not resolved at Step V, the grievance shall be referred to the article viii: resolution. The resolution process shall be conducted in accordance with the rules and procedures established by the Joint Administration Committee. The resolution shall be binding on both parties and shall be final and conclusive.
A. Wage Rates for Work Performed by Employees and Mechanic's Under the Office of Assistant Secretary of the Interior, in Exhibits A and B of the Agreement.

B. Wage Rates for Work Performed by Employees and Mechanic's Under the Office of Assistant Secretary of the Interior, in Exhibits A and B of the Agreement.

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The project maintenance and modification agreement shall be covered by an additional 30% of work or the project. The employee must be notified of the additional work or hours of work or the employee must be notified of the additional work or hours of work that is expected by the parties to be agreed upon under the contract. This agreement shall be covered by an additional 30% of work or the employee must be notified of the additional work or hours of work that is expected by the parties to be agreed upon under the contract.
3. If only two shifts are to be worked, the contract shall be payable for a minimum of three
consecutive work days.
2. Shift shall be established and continue for a minimum of three
hour unpaid lunch period. (Apr 23)
Third shift: Eight hours pay for seven hours worked plus one-half
your unpaid lunch period. (Apr 23)
Second shift: Eight hours pay for seven hours worked plus one-half
your unpaid lunch period. (Apr 23)
First shift: Eight hours pay for eight hours worked plus one-half
your unpaid lunch period. (Apr 23)

1. Overtime and leaves shall be as follows:

E. Holidays—Continued

Holidays—Continued

ARTICLE XI: HOURS OF WORK, OVERTIME, SHIFTS, AND

POLICIES

"The Contract may schedule workweeks consisting of four ten-hour

If the employer is assigned to work at the straight-time rates, for the purpose of

Holidays—Continued

ARTICLE XI: HOURS OF WORK, OVERTIME, SHIFTS, AND

POLICIES

"The Contract may schedule workweeks consisting of four ten-hour
ARTICLE XI: FIRST AID AND SAFETY

The employees covered by the terms of this Agreement shall, at all times, be provided with qualified First Aid personnel, and First Aid and Safety equipment in accordance with the requirements of the OSHA Act. All employees shall be instructed in the proper use and care of such equipment.

ARTICLE XII: HOURS OF WORK, OVERTIME, S HIFTS, AND HOLIDAYS

No employee shall be required to work beyond the regular working hours, as defined in this Agreement, without the written consent of the employer. Regular hours of work shall begin at the start of work on the first day of the week and end at the end of work on the last day of the week. Overtime shall be paid at the rate of time and a half for all hours worked in excess of forty (40) hours in any one work week. Overtime may be required due to exigencies of the business, such as emergencies or uncompleted work. All employees shall be entitled to twelve (12) paid holidays per year. These holidays are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- Birthday of President

In addition to the above holidays, employees shall be entitled to two (2) additional days off per year, to be taken at the discretion of the employer. The employer may require employees to work on these days, in the event of an emergency or other exigency.

ARTICLE XIV: PROJECT RULES AND REGULATIONS

Employees must comply with all rules and regulations established by the employer for the safety and health of employees. Failure to do so may result in immediate dismissal. See LRS 62:44 (R.T.A.) for additional information on the matter of safety. Refer to LRS 62:94, 95.

ARTICLE XII: FIRST AID AND SAFETY—continued

Each contractor (including subcontractor) shall be responsible for its own individual acts and conduct, and for any breach of this Agreement by the employees of any subcontractor. Each contractor shall provide, at its own expense, any necessary safety equipment and training for its employees. The employer shall be responsible for the safety of its employees while on the premises of the contractor. The employer shall be bound by the safety rules and regulations established by the contractor. The employer shall be liable for any loss or damage caused to any equipment or property while the contractor is on the premises of the employer. The contractor agrees to indemnify the employer for any loss or damage caused to any equipment or property while the contractor is on the premises of the employer.

ARTICLE XIII: CONTRACTORS' PROJECTS

Contractors' projects shall be subject to the approval of the joint administrative committee and installed at the discretion of the employer. The employer shall be responsible for the safety of its employees while on the premises of the contractor. The employer shall be bound by the safety rules and regulations established by the contractor. The employer shall be liable for any loss or damage caused to any equipment or property while the contractor is on the premises of the employer. The contractor agrees to indemnify the employer for any loss or damage caused to any equipment or property while the contractor is on the premises of the employer.
ARTICLE XV: WORK STOPPAGES AND LOCKOUTS—continued

ARTICLE XV: WORK STOPPAGES AND LOCKOUTS

ARTICLE XVII: GENERAL SAVINGS CLAUSE—continued
ARTICLE XI: TOOLS

ARTICLE XI: TOOLS—CONTINUED

ARTICLE XI: TOOLS—CONTINUED

ARTICLE XI: TOOLS—CONTINUED

ARTICLE XI: TOOLS—CONTINUED

ARTICLE XI: TOOLS—CONTINUED
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Agreement

Article XI: Agreement Between TVA (Owner) and Council Regarding Disposition (Owner) and Council Regarding Construction

The President of the United States, below which comprises the Ten-
CONSTRUCTION PROJECT AGREEMENT
MODIFICATION SUPPLEMENT TO THE
OFFICE CONSTRUCTION, MAINTENANCE, AND
SUPPLEMENT

This supplementary agreement is entered into the Office Construction and Maintenance Agreement and applies to the performance under contracts or orders for construction, maintenance, and modification work, as described in Article XX of the agreement.

ARTICLE XII: AGREEMENT BETWEEN TA (OWNER) AND

WORK—CONTINUED
INDEX

TENNESSEE VALLEY AUTHORITY
WORK PERFORMED FOR THE
CONSTRUCTION PROJECT AGREEMENT FOR

4. The hourly wage rate for nonjourneymen is 50 percent of the cor-

4. Article X, Wage Rates and Payday, Paragraph C, is revised as fol-

in cases which recognize such classifications. (Refer to 4.0.29)
responding to "tarymen," except that this rate shall only be used

(Refer to 4.0.29)

(T)he remaining provisions of the Article are not applicable.

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