

Ford Tennessee Electric Vehicle Center Addendum

1. Prior to initial employment to the project site, all supervision and craft persons will:
 - A. Attend a project specific safety orientation facilitated by the primary contractor at mutually agreed upon times and locations.
 - B. Before being admitted to the job site all contractor/subcontractor employees having active involvement in jobsite activity shall submit proof of negative test results for a ten panel or more drug and alcohol screening program including opiates and THC (marijuana) within the past 90 days. Local programs will be reviewed for compliance to the requirements.
 - * C. Before initial admittance to the jobsite show proof of vaccination for Covid-19 or a negative Covid test within 72 hours.
2. Transportation from the craft parking area to the work site will only be provided if that distance is greater than three quarters (3/4) mile one way.
3. Maintaining a stable and dependable workforce is essential to the success of this project. Therefore, to prevent employees from “jumping” employers at the project site, employees, who voluntarily quit or who are terminated for cause may be eligible for re-employment at the project, and the referral facility may refer such former employees to the project for rehire, but not sooner than thirty (30) days after such termination. However, employees who are terminated for safety violations, drug use, theft of property, violence, or harassment shall under no circumstances be eligible for rehire on the project.
4. Flexibility in portability:
 - A. Contractor/Subcontractor employers should be able to retain the right of portability to resource load the project one to one (1 traveler – 1 local journeyman) within each skilled trade craft as deemed necessary by the contractor/subcontractor employer without penalty or subjection to the local agreements within each skilled trade union, while still maintaining the predetermined ratio of apprentice to journeyman within each craft. Use of this agreement supersedes any “local agreement” and/or “national agreement” clauses noted in the NMA for this work scope in all areas and disciplines at the project. In addition, the (48) hour NMA “call out” rule would be superseded.
 - B. It will be at the Contractor(s)/Subcontractor(s) employer’s discretion to pay any travel or per diems in addition to what is required by the local agreements.
 - C. Supervisory assignments (excluding job Stewards) given to tradespersons are the responsibility of the contractor(s)/subcontractor(s) and shall be assigned as the

contractor(s), subcontractor(s) project management deems appropriate to match individual capabilities regardless of local union agreements in place by individual trades as well as the home local of the assigned supervisor.

- D. Assignments of overtime and partial crew workdays/work hours will be at the discretion of the contractor(s)/subcontractor(s) employer and not dictated by local trade agreements to specific tradesperson based on overtime lists or overtime calendars. Assignments of overtime will be based on safety performance, knowledge of work scope, and productivity, as deemed by the contractor(s)/subcontractor(s) employers but will not exceed the (1-1) traveler to local journey person ratio agreed upon previously. Additionally, if an "overtime list" exists per the specific trade agreement the contractor/subcontractor employer would choose one person of their own discretion to match one person off the "overtime list", in essence a 1-1 ratio. If at any time a tradesperson of the requested craft or crew turn down requested overtime, the contractor or prime contractor shall retain the authority within the project scope of reference to immediately assign the overtime work requested to be performed at their discretion regardless of craft, local or project trade assignments and agreements without penalty.

An example of this would be if we are installing utility hangers on a weekend and not enough craft for that utility will take the call, then the contractors/subcontractors employer can supplement with another craft that is capable of performing the work safely.

- E. If and when the owner or prime contractor deems it necessary to assign work scopes from one contractor/subcontractor of a specific trade or discipline to a supporting contractor/subcontractor of the same trade or discipline, all efforts to maintain current knowledge and progress of the project work scope shall be taken into consideration. Field supervision, project supervision, equipment and company supplied tools of the trade shall not be constrained or limited by any specific trade agreements due to assignments of contracted work scopes in these situations.

5. Shift Work

- A. When two or three shifts are required, the first (1st) shift shall work eight (8) hours at the regular straight-time rate. The second (2nd) shift shall work eight (8) hours at the regular straight-time rate plus a \$1.00 per hour shift additive. The third (3rd) shift shall work eight (8) hours at the regular-straight time rate, plus a \$1.25 per hour shift additive.
- B. If due to project conditions or job coordination the regularly scheduled workday is established as one off shift, then that shift is paid at the regular straight-time rate. This requires a scheduled shift duration of a minimum one week.

6. Overtime shall be defined as all hours worked in excess of forty (40) hours in a week, or for 8-hour shifts, for work in excess of 8 hours per day; or for 10-hour shifts, for work in excess of 10 hours per day; such work and work performed on Saturday shall be paid at one and one-half times the straight time rate of pay, provided the employee has worked forty (40) hours since the start of the work week, or has reported for work all hours he/she was scheduled to work for that week.

However, in scheduled five day/eight hour shift work-weeks, Saturday may be scheduled as a "make-up" day at straight time to make up for a day lost (Monday through Friday) due to inclement weather; in scheduled four day/ten hour shift work weeks, Friday and/or Saturday may be scheduled as a "make-up" day at straight time to make up for a lost day (Monday through Thursday) due to inclement weather. Employees working a five day/eight hour shift work week who inform their employer on Friday, or for employees working a four day/ten hour work week who inform their employer on Thursday and/or Friday that they do not wish to work the straight-time make-up day will not be penalized.

In addition, if a "make-up" day is scheduled, all employees directed to work on such day will be scheduled for eight (8) hours and will be guaranteed a minimum of four (4) hours work or pay.

In any week in which employees on the project are scheduled on four day/ten hour shifts, an employee whose first day of work on the project begins on Wednesday, or a later day of the schedule, shall be paid during the first week of his/her employment only, time and one-half for all hours worked in excess of eight (8) in a day for each day he/she worked during said week.

Work on Sunday and holidays shall be double time.

There will be no restriction on any Employer scheduling of overtime or the non-discriminatory designation of employees who will work. The Employer(s) shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances. All overtime would be paid in accordance with the applicable overtime rate.

7. Utilization of the four (4) day ten (10) hour work-week as indicated in the current NMA, Article XV Paragraph 7A, but with an additional feature for inside work (interior to the building without risk of weather). The variation is to work four (4) day ten (10) hour work-weeks not only Monday through Thursday, but also Tuesday through Friday on inside work that has no threat of weather related interruptions. This provides Contractors flexibility for addressing plant production schedules, trade coordination, tie-ins and the ability to respond to interruptions caused by utility outages. There will be no provision for a straight time makeup day with a Tuesday to Friday work-week.

For outside work interrupted by weather conditions, holiday or other conditions beyond the control of the employer, then Friday and or Saturday may, at the option of the employer, be worked as a makeup day at the straight time wage rate for Monday through Thursday work schedules. Straight time is not to exceed ten hours a day or forty hours per week.

In a two-shift work day the second shift four (4) day ten (10) hour shifts worked in either scenarios described above, shall include a \$1.00 per hour shift additive.

8. In support of union apprenticeship programs, the development of future craftpersons and to develop adequate numbers of competent workers in the construction industry, the contractor/subcontractor employers will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

If provided for in the applicable local collective bargaining agreement, the Union(s) agree to allow the use of pre-apprentices, helpers, or other non-journeyperson classifications to do work within the Union's craft jurisdiction.

A contractor/subcontractor employer's combined employment of apprentices and other non-journeyperson classifications in a craft may be up to thirty percent (30%) of each craft's work force, unless the applicable local collective bargaining agreement establishes a higher percentage. Subject to availability, the Union will refer qualified apprentices and, where applicable, non-journeyperson, up to that ratio, as requested by the contractor/subcontractor's employer. In all circumstances, the Union and the contractor/subcontractor employer will cooperate to ensure that the utilization of less-than-journeyperson classifications does not adversely affect the safe performance of work on the project. In order to avoid safety risks due to the lack of awareness or experience, any apprentice, pre-apprentice, trainee, helper, or construction assistant with less than four (4) years of experience in the craft shall have a readily visible identification displayed on their hard hat at all times.

Recognizing the need for a substantial increase in skilled construction labor and the essential role which the Unions' joint apprenticeship programs play in developing skilled craftpersons, and recognizing that local residents potentially qualified for apprenticeship programs may not have had the opportunity to develop the skills and experience to effectively enter the construction industry through the apprenticeship programs, the parties agree that both to assist the contractors/subcontractors in their employment needs on the project and to prepare individuals for entry into formal apprenticeship programs, the contractor/subcontractor may employ from any source, in the absence of available referrals in response to the contractors/subcontractors request for one or more apprentices or other applicable less than journeyperson category(ies) under a local collective bargaining agreement, persons in a "construction assistant" job

classification. Construction assistants may be assigned duties, depending on their qualifications, equal to those traditionally assigned to a first or second year apprentices in that craft.

For the first thousand hours of employment on the project, construction assistants shall be compensated at fifty percent (50%) of the journeyman rate for the craft in which he/she is employed; and at sixty-five percent (65%) of the journeyman rate thereafter. Benefit contributions on behalf of the construction assistant shall be based upon the contribution levels applicable to a first year apprentice in that craft.

The number of construction assistants employed by any contractor, when combined with the number of other less-than-journeyman employed by such contractor shall not exceed thirty-three and one-third percent (33 1/3%).

The contractor/subcontractor employers will work with the Union' joint apprenticeship committees to permit construction assistants to enter available positions in the apprenticeship programs of the signatory locals on a priority basis.

9. A contractor/subcontractor who is not signatory to a current collective bargaining agreement with a Union having craft jurisdiction over the affected work may employ up to 30% "core" employees who are local residents to the state of Tennessee without following the referral mechanism.

The total number of core employees a contractor/subcontractor may employ (30%) is determined by the craft requirements of the contractor/subcontractor employer's initial contract award. Additionally, a contractor/subcontractor employer may only employ 30% core employees for any individual craft employed. The percentage of distribution must be equal.

Example: A non-signatory contractor/subcontractor employer employs three crafts A, B, and C. That employer is entitled to 30% core employees distributed as follows:

$$30\% A + 30\% B + 30\% C = 30\% \text{ Total}$$

Joint Ventures consisting of more than one contractor employer shall count as one employer for the purpose of determining the number of eligible core employees.

For purposes of this Agreement, a person is eligible to be a "core" employee if he/she:

1. Is a "state resident"; a state resident is someone who has resided in the state two (2) months prior to the first date of employment on the project. State residency will be proven by two of the following:
 - i. A current state drivers license or a current state ID.

- ii. A mortgage payment, lease payment, utility payment, or property tax payment not less than two (2) months old.
 - iii. Other official business or governmental documents.
2. Possesses any license required by state or federal law for the Project work to be performed.
 3. Has been on the contractor/subcontractor's payroll for at least sixty (60) of the one hundred (100) working days prior to the date the contractor/subcontractor received the contract award for work on the Project.
 4. Has the ability to perform safely the basic functions of the applicable trade.

At the pre-job conference the contractor/subcontractor employer shall indicate his intent to utilize core employees. Upon request of the Union having jurisdiction over the affected work, the contractor/subcontractor shall furnish the representative of the Union with satisfactory evidence of an employee's qualifications as a "core" employee prior to starting work.

The contractor/subcontractor who is not signatory may also employ two (2) key employees. Key employees are defined as craft employees who possess special skills or ability, who are selected and employed by the execution contractor from any source, and who have been employed by the execution contractor for at least sixty (60) of the one hundred (100) working days prior to the date the execution contractor received the contract award for work on the Project, but do not meet the residency requirements.

Any additional employees shall be employed in accordance with the NMA and the Addendum's requirements.

A contractor/subcontractor shall pay "core" employees the hourly wage and benefit contribution rates contained in the local agreement. Except that a contractor/subcontractor that is not signatory to an existing collective bargaining agreement with any Union and that has established and/or is making employer contributions to a pension, retirement, annuity, health and welfare, vacation, or apprenticeship plan for its employees, may continue to make employer contributions to such benefit plans on behalf of each of its core employees in lieu of making employer contributions to the corresponding funds, if the employee elects and provided the following conditions are met:

- A. Such contractor/subcontractor plan(s) is a bona fide plan in effect at the time the contractor/subcontractor commences Project work and has been in effect for the preceding 12 months;

- B. The contractor/subcontractor contribution amount(s) represents the actual cost of the benefit (expressed as an hourly contribution) and is consistent with applicable laws relating to wages and employee benefits; and
- C. The employee on whose behalf the contractor/subcontractor contribution is made is a participant in the plan at the time of his/her initial employment on the Project.
- D. Any difference between the total hourly contractor/subcontractor contribution to a contractor/subcontractor plan qualifying for these provisions and the contractor/subcontractor contribution due to the corresponding fund under letters A and B will be paid directly to the employee as a supplement to his/her weekly compensation.

Certified payrolls will be available for review upon a union representative's request.

- 10. All parties will cooperate to ensure that the maximum application and utilization of the "Helmets to Hardhats" program to assist veterans of the armed forces in transition from military service to employment in the construction industry.
- 11. Key to effective implementation of the requested addendum will be adherence to pre-job conference guidelines.
- 12. It is the intent to establish a Tripartite Committee with the participation of Ford, major prime contractors, selected subcontractors, and local union leadership. It is needed and expected that various international representatives will also participate. Meetings will be held as needed but minimally on a monthly basis.
- 13. Use of the IBEW Voice Data Video (VDV) Addendum.
- 14. We ask that the above provisions be approved for four (4) year sunset with an annual review by the NMAPC Labor Section and Ford.