

# A Practitioner's Guide to the



## **Construction Project Agreement, Project Modification & Maintenance Agreement, and Labor Relations Supplements**

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# **The Practitioner's Guide**

## **to the Construction Project Agreement, Project Maintenance and Modification Agreement and Labor Relations Supplements**

Prepared by

Tennessee Valley Authority  
Labor Relations

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# Table of Contents

<b>CHAPTER 1. CONSTRUCTION PROJECT AGREEMENT .....</b>	<b>1</b>
1.1 Article I – Intents and Purposes.....	1
1.1.1 Scope .....	1
1.1.2 Overview .....	1
1.1.3 Exemptions.....	2
1.1.4 Anti-circumvention Clause.....	2
1.1.5 Clarifications.....	2
1.2 Article II – Management Rights .....	3
1.3 Article III – Union Security and Referral .....	5
1.3.1 Scope .....	8
1.3.2 Union Notification .....	8
1.3.3 Continued Employment with Successor Contractors .....	8
1.3.4 Pre-Job Requirements .....	8
1.3.5 Referral and Selection Procedures .....	9
1.3.6 Contractor Rights .....	9
1.3.7 Union Restrictions .....	9
1.3.8 Testing and Compensation .....	10
1.3.9 Probationary Status and Security Clearance .....	10
1.3.10 Apprenticeship Ratios and Hiring .....	10
1.3.11 Dues and Contributions .....	10
1.4 Article IV – Nondiscrimination.....	10
1.5 Article V – Scope of Work.....	11
1.6 Article VI – Definitions .....	11
1.6.1 Specialty Work Overview .....	11
1.6.2 Pre-work Notification and Dispute Resolution for Specialty Work .....	12
1.6.3 Decision-making and Oversight for Specialty Work .....	13
1.6.4 Dependencies and Modifications (LRS 54 6-A) .....	13
1.6.5 Best Practices and Historical Precedent for Specialty Work .....	13
1.6.6 Emergency Work .....	14
1.7 Article VII – Grievance Procedure .....	14
1.8 Article VIII – Work Assignments .....	16
1.9 Article IX – Union Representatives .....	16
1.10 Article X – Wages and Payday .....	17
1.11 Article XI – Absenteeism .....	18
1.12 Article XII – Hours of Work, Overtime, Shifts, and Holidays .....	18

1.12.1	Standard Workday and Workweek .....	21
1.12.2	Alternative Work Schedules .....	21
1.12.3	Shift Differentials for 4x10 schedules .....	21
1.12.4	Overtime and Off-day Pay .....	21
1.12.5	Shift Definitions and Premiums .....	21
1.12.6	Reporting Pay (No-Work Notice) .....	22
1.12.7	Augmented Employees .....	22
1.12.8	Recognized Holidays .....	22
1.13	Article XIII – First Aid and Safety .....	23
1.14	Article XIV – Project Rules and Regulations .....	23
1.15	Article XV – General Savings Clause .....	23
1.16	Article XVI – Work Stoppages and Lockouts .....	24
1.17	Article XVII – Tools .....	25
1.18	Article XVIII – Terms of the Agreement .....	26
1.19	Article XIX – Agreement between TVA (Owner) and Council Regarding Covered Construction Work .....	26
1.19.1	Overview and Scope .....	29
1.19.2	Thresholds and Exceptions .....	30
1.19.3	Thresholds and Exceptions – Common Questions .....	31
1.19.4	Wage and Fringe Benefits .....	32
1.19.5	TVA's Right to Self-Perform Work .....	32
1.19.6	Council Representation .....	33
1.19.7	Term and Renewal .....	33
1.19.8	Additional Dependencies and References .....	33
1.19.9	Pre-Jobs .....	33
1.19.10	Pre-Jobs – Common Questions .....	34
<b>CHAPTER 2.</b>	<b>PROJECT MAINTENANCE AND MODIFICATION AGREEMENT .....</b>	<b>35</b>
2.1	Article 1 – Intents and Purposes .....	35
2.1.1	Scope .....	35
2.1.2	Overview .....	35
2.1.3	Exemptions .....	36
2.1.4	Anti-circumvention Clause .....	36
2.1.5	Clarifications .....	36
2.2	Article II – Management Rights .....	37
2.3	Article III – Union Security and Referral .....	39
2.3.1	Scope .....	42
2.3.2	Union Notification .....	42

2.3.3	Continued Employment with Successor Contractors .....	42
2.3.4	Pre-Job Requirements .....	42
2.3.5	Referral and Selection Procedures .....	43
2.3.6	Contractor Rights .....	43
2.3.7	Union Restrictions .....	43
2.3.8	Testing and Compensation .....	44
2.3.9	Emergent Work and Staffing Flexibility .....	44
2.3.10	Probationary Status and Security Clearance.....	44
2.3.11	Apprenticeship Ratios and Hiring .....	44
2.3.12	Dues and Contributions.....	44
2.4	Article IV – Nondiscrimination.....	44
2.5	Article V – Scope of Work.....	45
2.6	Article VI – Definitions .....	45
2.6.1	Specialty Work Overview .....	45
2.6.2	Pre-work Notification and Dispute Resolution for Specialty Work.....	46
2.6.3	Decision-making and Oversight for Specialty Work .....	47
2.6.4	Best Practices and Historical Precedent for Specialty Work.....	47
2.6.5	Emergency Work.....	47
2.7	Article VII – Grievance Procedure .....	48
2.8	Article VIII– Work Assignments .....	49
2.9	Article IX – Job Site Representative .....	50
2.10	Article X – Contractor’s Representative.....	50
2.11	Article XI – Local Union Representatives .....	51
2.12	Article XII – Wage Rates and Payday .....	52
2.13	Article XIII – Twenty-four Hour Rule and Meal Allowance .....	53
2.13.1	Scope and Overview .....	54
2.13.2	24-hour Rule – Overtime Pay .....	54
2.13.3	Meal Allowance .....	54
2.13.4	Adjustment of Meal Allowance .....	55
2.13.5	Practical Application – 24-hour Rule .....	55
2.13.6	Misinterpretations to Avoid .....	56
2.14	Article XIV – Day Work Schedules .....	56
2.14.1	Scope and Overview .....	58
2.14.2	Shift Start Time and Augmented Schedules.....	58
2.14.3	Alternative Workweeks and Shift Premiums.....	58
2.14.4	Staggered Shifts and Lunches .....	59

2.14.5	Overtime Rules and Pay Rates .....	59
2.14.6	Dispute Resolution and JAC Involvement .....	59
2.14.7	Absenteeism and LRS-54 Implications.....	59
2.14.8	Clarifications and Key Differences (PMMA vs CPA) .....	60
2.14.9	Weather-related Interruptions.....	60
2.14.10	Practical Application .....	60
2.15	Article XV – Staggered Workweek .....	60
2.15.1	Key Provisions.....	60
2.15.2	Dependencies and Related Provisions.....	61
2.15.3	Best Practices .....	62
2.15.4	Practical Application .....	62
2.16	Article XVI – Temporary Shift Work Conditions .....	62
2.16.1	Scope and Overview .....	63
2.16.2	Temporary Shift Guidelines .....	63
2.16.3	Shift Structure and Premium Pay .....	63
2.16.4	Overtime Protection and Fair Use .....	63
2.16.5	Misinterpretations to Avoid .....	64
2.16.6	Best Practices and Communication.....	64
2.16.7	Interaction with Other Articles .....	64
2.16.8	Practical Application .....	64
2.17	Article XVII – Permanent Shift Work Conditions.....	65
2.18	Article XVIII – Holidays .....	65
2.19	Article XIX – Reporting Time and Call-ins .....	66
2.20	Article XX – Tool Rooms .....	67
2.21	Article XXI – First Aid and Safety .....	67
2.22	Article XXII – Project Rules and Regulations .....	67
2.23	Article XXIII – Periodic Conference .....	68
2.24	Article XXIV – General Savings Clause.....	68
2.25	Article XXV – Work Stoppages .....	68
2.26	Article XXVI – Term of the Agreement .....	69
2.27	Article XXVII – Agreement between TVA (Owner) and Council regarding covered maintenance and modification work .....	69
2.27.1	Scope and Overview .....	71
2.27.2	Thresholds and Exceptions .....	72
2.27.3	Thresholds and Exceptions – Common Questions .....	72
2.27.4	TVA's Right to Self-perform Work .....	74
2.27.5	Council Representation .....	74

2.27.6	Terms and Renewal .....	75
2.27.7	Additional Dependencies and References .....	75
2.27.8	Pre-Jobs .....	75
2.27.9	Pre-Jobs – Common Questions .....	76
2.27.10	Warranty Work .....	78
<b>CHAPTER 3.</b>	<b>1851 PACKAGE .....</b>	<b>80</b>
3.1.1	Overview .....	80
3.1.2	Common Questions.....	81
<b>CHAPTER 4.</b>	<b>LABOR RELATIONS SUPPLEMENTS .....</b>	<b>83</b>
<b>CHAPTER 5.</b>	<b>KEY STAKEHOLDERS.....</b>	<b>93</b>
<b>CHAPTER 6.</b>	<b>AUTHORS .....</b>	<b>95</b>
<b>CHAPTER 7.</b>	<b>LITERATURE CITED.....</b>	<b>97</b>
<b>GLOSSARY</b>	<b>.....</b>	<b>99</b>

## List of Tables

Table 1.1.	Specialty Work Review Process.....	12
Table 1.2.	Agreements Overview .....	30
Table 2.1.	Summary of Allowances .....	56

## Acronyms and Abbreviations

<b>COC</b>	Chattanooga Office Complex
<b>Council</b>	Tennessee Valley Trades and Labor Council
<b>CPA</b>	Construction Project Agreement
<b>JAC</b>	Joint Administrative Committee
<b>LRS</b>	Labor Relations Supplement
<b>NRC</b>	Nuclear Regulatory Commission
<b>OT</b>	Overtime
<b>OWCP</b>	Office of Workers' Compensation Programs
<b>PMMA</b>	Project Maintenance and Modification Agreement
<b>TVA</b>	Tennessee Valley Authority

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# CHAPTER 1. CONSTRUCTION PROJECT AGREEMENT

## 1.1 Article I – Intents and Purposes

*This Construction Project Agreement (CPA) 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 CPA 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 CPA. It is further agreed that the terms and conditions of this CPA 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 CPA while performing work on the project site, unless the onsite work is incidental to the overall work under the subordinate contracts. This shall not apply to Subcontractors performing specialty work or to Subcontractors whose contracts are for \$100,000 or less. Under no circumstances will multiple applications of subcontracts be used to circumvent the basic intent of this CPA.*

*It is mutually understood that the following terms and conditions relating to the employment of workers covered by this CPA 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 CPA and any renewal thereafter. It is further agreed that the employees working under this CPA shall constitute a bargaining unit separate and distinct from all others.*

*The parties agree to use their best efforts to develop and implement provisions in the CPA which would provide monetary or other incentives to employees to encourage worker safety, completion of project on or before schedule, and within or below budget and productivity targets.*

### 1.1.1 Scope

This article explains the intent behind the CPA—to define which parties are bound by its terms and to ensure a consistent, enforceable framework for labor relations on the project.

### 1.1.2 Overview

The CPA is established for the mutual benefit of all contracting parties. Its provisions are binding and serve to define the relationships among all signatories and any subordinate entities. The

CPA sets forth the fundamental terms covering rates of pay, hours of work, and conditions of employment to be observed by all parties.

Contractors who meet the threshold requirements outlined in this document shall sign, accept, and be bound by the terms and conditions of the CPA. Contractors below the threshold may choose to comply voluntarily.

#### **1.1.3 Exemptions**

This requirement does not apply to subcontractors performing specialty work or to those whose contracts with labor needs valued at **\$100,000 labor or less**. Further clarification and additional thresholds are detailed later in this document.

#### **1.1.4 Anti-circumvention Clause**

At no point shall subcontracting be divided or applied in a way that intentionally circumvents the core intent of the CPA.

The terms and conditions of this CPA shall supersede and take precedence over all other national, regional, or local collective bargaining agreements. As such, Contractors shall not be obligated to sign any other local, area, or national agreement.

The employment of workers under this CPA has been collectively bargained. These terms are binding on both Contractors and Council Unions, and all references to other provisions or articles within the applicable contracts shall remain enforceable.

Employees working under this CPA shall constitute a distinct bargaining unit, separate from all other groups of workers.

#### **1.1.5 Clarifications**

- Dependency: This article is not dependent on any other articles or Labor Relations Supplements (LRSs).
- Thresholds: Thresholds are further clarified in Article III.C, Article XXVII.2, and LRS 54.6.
- Interpretation Considerations: There is a potential for ambiguity regarding the multiple applications of subcontracts. Identical or closely related scopes of work performed concurrently should generally be treated as a single scope for threshold evaluation. If a subcontractor completes one scope and is later awarded a significantly different scope,

a re-evaluation is required to determine whether the subcontractor must become signatory under the CPA.

- **Exemptions and Variations:** The CPA includes allowances for a monetary incentive for completing work safely, efficiently, and under budget.

## **1.2 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. (LRS-43)*
- D. *Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name who have special skills or have previous construction experience. Any concerns about abuse of this provision will be immediately referred to the Joint Administrative Committee.*
- E. *Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations. This would apply to Contractors having more than one construction project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.*
- F. *Determine work methods and procedures.*
- G. *Determine the need and number of foremen and lead foremen. To name foremen and lead foremen and to require foremen to work with their tools when in the Contractor's opinion this is advisable. This is not to mean that the Contractor will have an inadequate amount of supervision on the job.*
- H. *Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this CPA. 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. An employee removed from TVA's property for safety rule violation(s) may not be referred again for employment to the owner's project site for a period of not less than 120 days. (LRS-64)*
- J. Discharge, suspend, or discipline employees for proper cause.*
- K. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor.*
- L. The Council Unions understand the extreme importance of maintaining construction schedules and productivity. Therefore, the Council Unions will encourage and advise the employees to exhaust every effort, ways, and means to perform work of good quality and quantity. The Contractor and the Council Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools, or labor-saving devices.*
- M. It is understood by the Contractor and agreed to by the Council Unions that the employees of this Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees who are not covered by this CPA.*
- N. The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this CPA.*
- O. The parties to this CPA 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. (LRS-48.13.a)*

*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 CPA. (LRS-48.13.b) At such meetings, reports concerning any violation, dispute, questions, interpretation, application, or practices arising out of this CPA 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 grievant striking first, until one name remains, and this remaining person shall be the arbitrator for the case. (LRS-48.14)*

*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 CPA. The arbitrator shall not have the authority to amend, modify, add to, or alter the scope and terms of this CPA, nor to render any decision on jurisdictional issues.*

### **1.3 Article III – Union Security and Referral**

- A. *The Contractor recognizes the Council as the sole and exclusive bargaining representative for all craft employees of the Contractor at this project.*
- B. *The Contractor agrees to recognize and be bound by the legal referral facilities maintained by the Union(s) which are not inconsistent with the terms of this CPA, including Article II, and shall notify the Union in writing or electronically (i.e., fax, e-mail) when workers are required. If TVA changes from one contractor to another contractor on the same scope of work, all workers employed on the date of the change shall have their payroll rolled over to the successor contractor and neither the successor contractor nor such employees shall be bound to any provision in the union's referral procedure that is inconsistent with the successor contractor's continued employment of such employees. (LRS-63)*

- C. *Prior to the close of the first pay period, the successor contractor will allow sufficient time for the signing of payroll deduction and contribution authorization forms. (LRS-63) Contractors signatory to the CPA 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 CPA 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 non-membership in the Union.*
- E. *In the event the referral facilities maintained by the Union(s) are unable to fill the requisition of the Contractor(s) for employees within a 48-hour period after such a requisition is made (Saturday, Sunday, and holidays excluded), applicants for such requisition may be employed from any source. The 48-hour period does not apply in an emergency.*
- F. *The Contractor shall have the right to reject any applicant referred by the Union(s) for good and sufficient cause. Good and sufficient cause shall include failure to demonstrate competency in work processes or techniques through successful completion of tests as may be required by the Contractor.*
- G. *The Contractor shall have the right to hire lead foremen and foremen in accordance with Section B above and other key employees. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area. The Contractor shall also have the right to hire persons currently receiving benefits from the Office of Workers' Compensation Programs (OWCP) as a result of injuries or illnesses incurred as a result of TVA employment. The Union shall have the opportunity to refer qualified candidates for the positions of lead foremen, foremen, and qualified OWCP recipients. These employees will be referred through the recognized craft referral procedure. In cases of employment for positions requiring special skills or qualifications, the Contractor will notify the Union(s) of the qualification tests or skills required and the Union(s) may refer any qualified applicant. The Contractor shall be the sole judge of all applicants' qualifications.*
- H. *The Union(s) shall not refer employees employed at the project site by a signatory Contractor to other employment, nor shall the Union engage in other activities which encourage work force*

*turnover or absenteeism. A contract employee who resigns from work at any TVA project and/or worksite will not be eligible for employment with the same or another signatory Contractor performing work for TVA for a period of 60 days following the date of his/her resignation.*

*EXCEPTION: The application of this rule to a particular employee may be waived when the Contractor(s) and the Council representative involved mutually agree prior to an employee's actual resignation that he/she can be rehired. (LRS-6)*

- I. During a layoff, the Contractor has the right to retain the employees of their choice without regard to any other criteria. Employees terminated for cause may not be referred for employment to the Owner's project site for a period of not less than 90 days. After 90 days, such employees may be rehired at the Contractor's sole discretion.*
- J. An employee or applicant required to satisfactorily demonstrate his/her ability to perform certain tasks through an examination or test (e.g., welding tests) or to demonstrate expertise determined by the Contractor to be necessary to perform construction work or to satisfactorily complete requirements for nuclear plant access (e.g., General Employee Training) shall be paid for that time required to take the exam or test provided the employee or applicant successfully passes the exam or test.*
- K. It is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet any Owner or Contractor requirements for security or access clearance in connection with federal law or regulation. A Contractor employing craftsmen who are required to have Nuclear Regulatory Commission (NRC) clearance may request and shall be referred craftsmen who have currently active NRC clearances irrespective of their place on the out-of-work list. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this CPA. Determinations as to whether a security or access clearance should be granted or revoked, or actions related thereto, are not subject to the grievance procedure.*
- L. It is agreed that on any project, at the Contractor's discretion, the total number of apprentices and non-journeymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Apprentices and non-journeymen shall only be used in crafts which recognize such classifications. (Refer to LRS-35) In the event that the Local Unions cannot supply apprentices or non-journeymen as required, the Contractor may hire from any source available to achieve the maximum ratio set forth above. Recognizing the need to maintain continuing support of apprenticeship and similar training programs, the Contractor will, to the extent permitted by job conditions, employ apprentices to perform work which is performed by his/her craft and which is within his/her capabilities. The Contractor will be informed annually of TVA's affirmative action goals for apprenticeship programs. When the Union cannot provide minority and women*

candidates adequate to meet these goals or to permit the Contractor to be in compliance with the affirmative action requirements placed upon government Contractors and any contract requirements which the Owner may impose, the Contractor may acquire qualified candidates in underrepresented groups from any source. These candidates must meet the standards set forth in the appropriate Union apprenticeship program.

M. *The Contractor agrees that it will, when requested by the appropriate Union, deduct from the gross wages of each employee, who is at the time a member of the Union or has made application to become a member of the Union, current Union dues and any voluntary deductions for charitable contributions which are sponsored or supported by the Union representing the employee. The deductions shall be made by the Contractor upon presentation of a proper legal payroll deduction authorization for each such type of payment, signed by the employee, and requesting such deduction be made. The deductions made shall be remitted monthly in the following month to the respective Local Unions.*

#### **1.3.1 Scope**

The Contractor recognizes the Council as the sole and exclusive bargaining representative for all craft employees covered under the CPA.

#### **1.3.2 Union Notification**

In accordance with the CPA, the Contractor must notify the appropriate union facility in writing or electronically (e.g., fax or email) when workers are needed.

#### **1.3.3 Continued Employment with Successor Contractors**

If TVA transitions from one contractor to another for the same scope of work, the existing payroll is transferred to the new (successor) contractor. The employees and successor contractor remain bound by the original referral terms and are exempt from any union referral procedures that would hinder continued employment. LRS-63

#### **1.3.4 Pre-Job Requirements**

All signatory Contractors must report their project's scope, start date, and staffing needs to the Council Office at least ten days before work begins (except in emergencies). If the expected labor cost exceeds \$100,000, a pre-job conference (in-person or teleconference) may be required, as determined by the Council Office. The Contractor is responsible for coordinating with the Council Office to schedule and provide facilities for the conference.

### **1.3.5 Referral and Selection Procedures**

- Referral selections must be made on a nondiscriminatory basis. Union membership is not required, and no union bylaws, rules, or policies outside of the CPA may influence the selection process.
- If the union is unable to fill a requisition within 48 hours of the requested start date (excluding weekends and holidays), the Contractor may hire from any other source. This 48-hour requirement does not apply in emergencies.

### **1.3.6 Contractor Rights**

- **Refusal of Referral:** The Contractor may reject any referral for good cause, including lack of skill or failure to pass required competency tests.
- **Lead and Key Positions:** The Contractor may directly hire Lead Foremen, Foremen, or other key employees who possess specialized skills not readily available locally. In such cases, the Contractor will inform the union of the necessary qualifications, and the union may refer qualified candidates. The Contractor retains sole discretion in determining applicant qualifications.
- **Retention During Layoff:** During a layoff, the Contractor has the right to retain the employees of their choice without regard to any other criteria. One example of this is skillsets needed to perform tasks. Exemption: The steward shall be the last journeyman to be laid off in the craft, provided that he/she is qualified to perform the required work. The applicable local union shall be notified prior to any steward lay-off.
- **Discipline and Rehire:** Employees terminated for cause are ineligible for rehire at TVA sites for 90 days. After this period, rehire is at the Contractor's sole discretion. *An employee removed from TVA's property for safety rule violation(s) may not be referred again for employment to the owner's project site for a period of not less than 120 days.*

LRS-64

### **1.3.7 Union Restrictions**

Unions may not refer active project employees to other work or engage in conduct that promotes workforce turnover or absenteeism. Employees, who voluntarily resign from TVA work, are ineligible for rehire by any signatory Contractor for 60 days unless a prior mutual agreement waives this waiting period.

### **1.3.8 Testing and Compensation**

Employees/applicants who must pass tests (e.g., welding) or meet nuclear access standards (e.g., General Employee Training) will be compensated for testing time only if they pass. For Nuclear only, payment standards are governed by LRS-66.

### **1.3.9 Probationary Status and Security Clearance**

Referred employees are probationary until meeting all required Owner/Contractor security or access clearances. Probationary employees are not entitled to grievance rights. Contractors may request referrals of employees with current Nuclear Regulatory Commission (NRC) clearances regardless of their position on the out-of-work list. Decisions about granting or revoking security clearances are not subject to the grievance procedure.

### **1.3.10 Apprenticeship Ratios and Hiring**

For crafts with apprentices and non-journeymen (as defined in LRS-35 and LRS-16), these workers may not exceed 33.3% of the total craft workforce occurring on TVA property unless otherwise agreed. If local unions cannot provide sufficient apprentices, contractors may hire from other sources. Entry level apprentice compensation is set at 71% of the journey rate of pay (per LRS-77).

### **1.3.11 Dues and Contributions**

Upon request from the union and with proper authorization from the employee, the Contractor will deduct union dues and approved charitable contributions from employee wages. These deductions are remitted monthly to the appropriate union.

## **1.4 Article IV – Nondiscrimination**

*The Council Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or handicap as well as recognize the need for and support an effective Affirmative Action Program for recruiting, promoting, and retraining protected classes.*

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

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

## **1.5 Article V – Scope of Work**

*This CPA covers only that construction work assigned by the Owner to the Contractor and performed by the employees of the Contractors covered by this CPA, including the Office Construction, Maintenance, and Modification Supplement.*

*This CPA does not cover work classified as specialty work as defined by the Owner.*

## **1.6 Article VI – Definitions**

- A. *Power construction work as defined by the Owner is construction work at a new or existing plant site directly related to the construction of new generating capacity or transmission construction.*
- B. *Office construction, maintenance, and modification work as defined by the Owner includes work related to the construction, maintenance, modification, or addition to offices, other buildings, or facilities. It does not include maintenance or modification work that is directly related to the mechanical operation of an existing plant, such as addition of scrubbers or other pollution-control facilities, coal/bulk material handling systems, other systems at existing plants, or work within the power block at Watts Bar Nuclear Plant. Refer to LRS-54.6 for additional work exclusion from CPAs. (LRS-54.6)*
- C. *Specialty work is limited to work requiring specialized knowledge, skills, or equipment operation not normally possessed by the craft and referable out of the Union halls. Specialty work would include Contractors who utilize a special technique to perform what would otherwise be non-specialty work; such special technique or process must be clearly shown to result in a benefit to work efficiency, schedule, or worker health and safety. TVA will work to assist in training which will result in the development of such specialized skills within the workforce.*
- D. *“Emergencies” are generally classified as, but are not limited to, work required to prevent significant damage to equipment or facilities, prevent and/or mitigate any danger to the plant or public health and safety, or some other activity necessary to continue service to customers.*

### **1.6.1 Specialty Work Overview**

Specialty work is defined in Article VI.2 and referenced in Articles I, V, and XXVII.2. TVA retains sole authority to determine whether work qualifies as “specialty” under the guidance of Article VI.2.

Specialty work refers to tasks that: 1) are not typically performed by a General Contractor, and/or 2) require specialized knowledge, skills, proficiency with the task, or equipment not commonly found in the union craft halls. This includes contractors utilizing specialized techniques or processes that, while applied to otherwise non-specialty tasks, clearly

demonstrate increased work efficiency, scheduling advantages, and/or worker health and safety benefits.

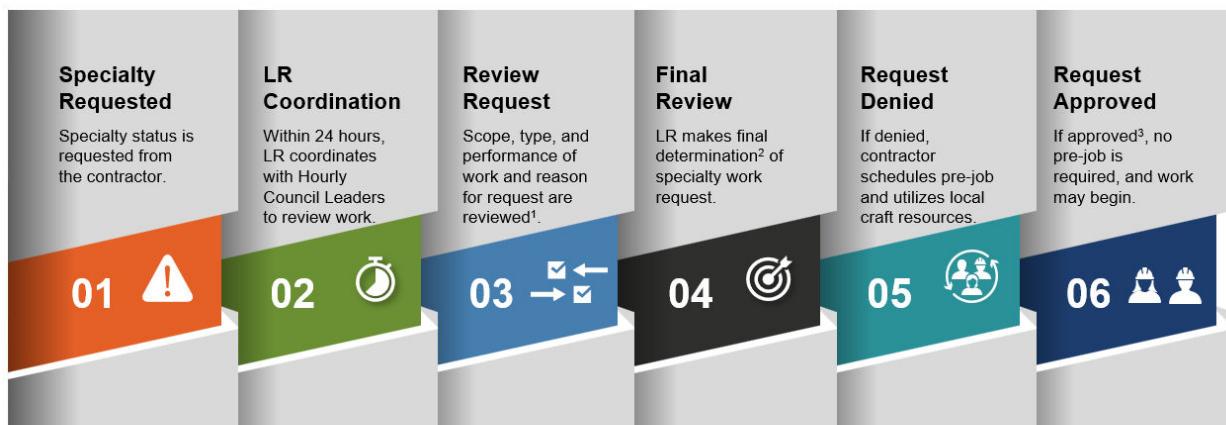
Union halls may believe they possess adequate skillsets, and in some cases, they do. However, they may not be able to meet the **48-hour staffing** requirement under **Article III.E** due to limited availability or employees being otherwise occupied.

Specialty contractors often:

- Use proprietary tools or techniques,
- Require employees with rare licenses or specialized certifications,
- Offer warranties or cost/time benefits not available through standard methods.

TVA works with unions to train workers for **recurring or critical work**, but such efforts are not practical for work that is **seldom performed**. TVA and the Council may collaborate with a contractor to **supplement its workforce**. Additionally, TVA may classify **only part of the scope** as specialty work, with the remainder following the CPA and/or PMMA. Table 1.1 is an overview of the process to review a request to deem work as Specialty Work.

**Table 1.1. Specialty Work Review Process**



**Notes:** <sup>1</sup>The specialty request is reviewed by a committee consisting of TVA Labor Relations, Supply Chain, Hourly Council Leadership, and the contractor requesting specialty status. <sup>2</sup>Specialty status is determined pursuant to Articles V and VI of the CPA and PMMA. <sup>3</sup>If the request is approved, the affected Hourly Council Representative(s) may meet with TVA to determine future training(s) required to gain qualifications necessary to perform future work.

## 1.6.2 Pre-work Notification and Dispute Resolution for Specialty Work

- TVA must notify the **Hourly Union Council Administrator** before specialty work begins.

- The Council has **three workdays** to raise any dispute regarding the specialty classification.
- Disputes unresolved by TVA and the Council may be appealed to a **jointly selected arbitrator**, who serves a one-year term and may be removed by either party with 30 days' notice.
- Appeals must be submitted within **five workdays** of TVA receiving the Council's initial challenge. (See Article XXVII.2 for procedural details.)

#### **1.6.3 Decision-making and Oversight for Specialty Work**

- **TVA's Labor Relations Designee** defines and approves specialty work.
- Determinations must be based on accurate data, common sense, and precedent.
- **Trust is the cornerstone.** A strong working relationship between TVA's specialty work designee and the Council Administrator ensures that decisions are made **transparently, reasonably, and with consistency**.

#### **1.6.4 Dependencies and Modifications (LRS 54 6-A)**

Effective September 1, 2005:

- Article VI of the PMMA and CPA **excludes** from coverage:
  - Transmission right-of-way clearing,
  - Routine shoreline restoration/stabilization work.

However, in the event of a major catastrophe, requiring large-scale contracts with non-specialty services for shoreline stabilization, the contractor must sign the PMMA.

#### **1.6.5 Best Practices and Historical Precedent for Specialty Work**

TVA maintains a record of previously classified specialty work for future reference.

Training Examples:

- TVA has supported unions by supplying surplus equipment for training (e.g., turbines, welding machines).

- Provided early coordination and materials for high-pressure welding, SCR jobs, and specialized training.

Specialty Example: In the Douglas Lake Cleanup, TVA designated hazardous material removal as specialty due to time-sensitive permits, required certifications, and use of specialized equipment. The remaining 80% of the work followed the standard agreement.

#### **1.6.6 Emergency Work**

1. **Who declares work an emergency?** TVA leadership.
2. **What is the process?** Work begins when TVA declares the work an emergency. Normal contract provisions for work assignment are paused. After TVA deems conditions are stabilized and work scope is established, normal contract provisions for work assignments will be followed. Projects of a short duration may not be feasible to follow the normal contract provisions for work assignments. TVA Labor Relations will communicate with the council administrator through the process.
3. **What is the supporting contract language?** Referred to in Article III.K. Defined in Article VI.D.
4. **How has it been applied in the past? What makes work an emergency?** Imminent safety risk to employees, need to respond and repair unexpected loss of generation, or actions needed to prevent unexpected loss of generation.

#### **1.7 Article VII – Grievance Procedure**

*A grievance may be filed by an employee or the Union in behalf of an employee to protest a termination, suspension, or violation of a specific provision of this CPA. 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 CPA, or if already accepted, processing of it will be discontinued, and it will not be further considered or decided under this CPA.*

*All grievances that may arise on any work covered by this CPA must be filed within five working days after the occurrence of events giving rise to the grievance and shall be handled in the following manner:*

*Step I: Between the aggrieved employee and/or the Local Union Representative, and the employee's immediate onsite Staff Supervisor. It is understood that the Local Union Representative shall have permission to telephone the Council for guidance in any situation that may arise during working hours.*

*Step II: Between an International Union Representative, the Local Union Representative and the Labor Relations Manager of the Contractor. This step must be initiated by the Local Union Representative within five working days after the start of Step I. Decisions and resolutions of grievances at Steps I and II should not be considered precedential.*

*Step III:*

1. *If the grievance is not satisfactorily settled within five working days after the start of Step II, the information prepared for Step II plus any other supplemental information, facts, or positions developed in Step II shall be submitted in writing to the Joint Administrative Committee within five working days by either party. Any grievance requiring an interpretation of the CPA shall be referred to TVA Vice President of Labor Relations and Council Administrator prior to completion of Step III. (LRS-65)*

2. *The Joint Administrative Committee shall consider the grievance after receipt from Step II. In the event agreement is not reached within ten working days, the Contractor or the Council may appeal within ten working days to the arbitrator selected under Article II:O of this CPA. 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.*

3. *Under these CPAs, if the matter is not resolved by the Joint Administrative Committee, it is agreed that if both the appropriate contractor and the appropriate Council representative agree, the case may be submitted to mediation. The contractor and the appropriate Council representative will jointly appoint the mediator or they may select the mediator from a panel of seven mediators. Upon receipt of the panel, the appropriate Council representative and the Contractor shall alternately strike one name until one name remains, and this remaining person shall be the mediator for the case. The party striking first will be determined by the flip of a coin. (LRS-52)*

*If efforts to settle the grievance through mediation are unsuccessful, the mediator shall promptly notify the parties in writing. Within 10 working days from the written notice of the mediator that the matter has not been resolved, the contractor or the appropriate Council representative may appeal to arbitration as described in Article VII, Step III, Paragraph 2. (LRS-52)*

*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 CPA and shall not have jurisdiction or authority to add to, detract from, or alter in any way such provisions, nor to render any decision on jurisdictional issues.*

2. *In arbitration proceedings, the expenses of arbitration shall be shared by the Contractor and the Council Union involved.*
3. *The findings of the arbitrator shall be binding on both parties.*

## **1.8 Article VIII – Work Assignments**

*The signatories to this CPA 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 CPA.*

*The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be according to decisions and agreements of record. If no such decisions or agreements exist, then the assignments shall be in accordance with established area practices. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved as follows:*

- A. *Jurisdictional disputes will be resolved pursuant to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or any successor plan as approved by the Building and Construction Trades Department. In the event such Plan ceases to exist or any successor plan is not approved, such disputes shall be resolved by the then existing legal procedures.*
- B. *Individuals violating this Article shall be subject to immediate discharge. Any Union violating this Article shall forfeit any further claim to the disputed work.*

## **1.9 Article IX – Union Representatives**

*Officials of any of the signatory Unions shall be provided access to projects covered by this CPA provided they do not interfere with the work of the employees. Requests shall be arranged through the Contractor for such visitations in keeping with Owner's uniform rules of safety and security as expeditiously as possible. Each Local Union shall designate one official as its representative and so inform the Contractor.*

*Each Union shall designate a working journeyman as a steward. The steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of this Contractor and not with the employees of any other employer.*

*(Refer to LRS-67)*

*The Unions agree that under any and all conditions, Union representatives, stewards, and individual workmen will not interfere in any manner with TVA personnel or with the work being performed by TVA personnel.*

*The steward shall be the last journeyman to be laid off in the craft, provided that he/she is qualified to perform the required work. The Local Union shall be notified by the Contractor prior to the steward being laid off or terminated.*

*Augmented employees are represented by the same steward as employees working directly for the Contractor. Where there are both augmented and directly-supervised employees in a craft, the steward designated by the Local Union is to be a working journeyman working as a directly-supervised employee. (LRS-48.10)*

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.

## **1.10 Article X – Wages and Payday**

A. *Wage rates for work performed by laborers and mechanics under this CPA are set out in Exhibit A (Exhibit S-1 for work performed under the Office Construction, Maintenance, and Modification Supplement) which lists the total rate for each classification, consisting of a basic wage rate, contributions to pension and health and welfare funds, and any applicable travel or subsistence allowances. Contributions to Helmets to Hardhats (LRS-68 & form) and apprenticeship funds shall be made to the Unions in the amounts shown in Exhibit B. Under the terms of this CPA, no other payments are required to be paid. It is further agreed that contributions by all employees covered by this CPA to the United Way (LRS-5 & 7) will be matched by their employers (Contractors) working under this CPA up to five cents per hour for each contributing employee. This CPA does not provide for payment for time off for voting, state or local regulations notwithstanding.*

B. *The Contractor and covered Subcontractors shall make health and welfare and pension trust fund contributions to the applicable fund, identified by the Council, but shall not be required to otherwise sign trust fund participation agreements unless legally required per the trust documents. Any signing of trust documents will apply to this project only. Where a Contractor's required contributions to the applicable health and welfare and pension trust funds are different than that specified in Exhibit A or Exhibit S-1, as appropriate the Contractor shall change its wage payment by an amount sufficient to make the total wage package (wages plus contributions to pension and health and welfare funds and any applicable travel or subsistence allowances) equivalent to that specified in Exhibit A or Exhibit S-1.*

C. *The hourly wage rate for non-journeymen is 60 percent of the corresponding journeyman rate. This rate shall only apply to crafts which recognize these classifications. (Refer to LRS-35)*

D. The rates set out in Exhibits A and B or Exhibit S-1 as appropriate will be changed periodically based on agreements reached between TVA and the Council. Revisions to the wage rates usually become effective near the beginning of the calendar year. Changes will become part of this contract as of their negotiated effective date.

E. Wages will be paid weekly. The payroll period is to close so that no more than three days will be held back and payments made before the end of the employee's shift.

F. Laid off employees who are not paid at least 75 percent of the wages due them on the last day of work will receive two additional hours' straight-time pay. Absent other mutually agreed-upon arrangements, the final paycheck will be sent to the employee's permanent address via Priority Mail, postmarked no later than the second business day (Monday through Friday) following the last day of work. Should the mailing of the final paycheck be delayed beyond this second business day, the employee will receive two additional hours' straight-time pay for each additional business day (Monday through Friday) until the paycheck is mailed. (LRS-48.9)

G. Employees are required to utilize direct deposit when offered by the Contractor. (LRS-72.3)

### **1.11 Article XI – Absenteeism**

*The Contractor and the Council agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility, and the Contractor shall support such action with the work record of the involved employee. Any employees terminated for such absenteeism may not be referred for employment to the Owner's project site for a period of not less than 90 days. (Refer to LRS-54 & Att. A & A1)*

### **1.12 Article XII – Hours of Work, Overtime, Shifts, and Holidays**

A. The standard workday shall consist of eight hours of work between 6 a.m. and 5 p.m. with one-half hour designated as an unpaid period for lunch. The standard workweek shall be five consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight hours of work per day or 40 hours of work per week.

*When augmenting workers to TVA, the augmented employees' hours of work may be scheduled to match the hours of work of the TVA annual work force. (LRS-48.8.b)*

*It is agreed that augmentation of trades and labor employees under the CPA is to be limited to Transmission Construction. It is expected by the parties that all other augmented trades and labor employees will be covered by the Project Maintenance and Modification Agreement (PMMA). (LRS-50)*

B. *The Contractor may schedule workweeks consisting of four ten-hour shifts at the straight-time rate of pay, Monday through Thursday. Such shifts may be scheduled for day shift hours (first shift), evening shift hours (second shift) or night shift hours (third shift). When the majority of hours worked fall between 5 p.m. and midnight, the employee will be paid ten hours at the straight-time rate for nine and one-half hours worked. When the majority of hours worked fall between midnight and 7 a.m., the employee will be paid ten hours at the straight-time rate for nine hours worked. When notifying the Union to refer individuals to a job where it is known in advance that four ten-hour shift schedules will be worked, the Contractor will notify the Union of the intended shift schedule. Otherwise, any change to or from a four ten-hour shift schedule will require a five-workday notice unless this notice is waived by the Administrator of the Council. (LRS-48.8.c) It is recognized by the parties to this CPA that the standard workweek and four ten-hour schedule may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard workweek shall be submitted by the Contractor to the Joint Administrative Committee for approval. The Committee, in reaching a decision, shall take into consideration the project schedule, manpower requirements, the geographic locations of the project, and other appropriate factors. (LRS- 48.8.c)*

*The off day overtime rate for the CPA is different than the Project Maintenance and Modification Agreement (PMMA). When working a 4-10 schedule under the CPA, all hours worked in excess of the regularly scheduled ten-hour worked days will be paid at time and one-half except all hours worked on Sunday and holidays (as defined in Article XII) will be paid at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but in no case shall such overtime rate be more than double the straight-time rate. (LRS-51)*

C. The provisions of Section C are not applicable where the employee voluntarily quits, lays out, or is out by reason of a strike, in which case the employee shall be paid for the actual time worked. Employees who report at the start of the shift for scheduled duty without being notified not to do so and whose services will not be required are paid for two hours at the straight-time rate. The Contractor may assign the employee tasks that do not require the use of the tools of the trades (such as training, pre- or post-job briefs, or informational exchange sessions) during this two-hour period. If the employee is assigned to work and begins working with the tools of the trade, he/she is paid at the appropriate rate for all hours from the time he/she reported but, in no case, for less than two hours. (LRS-72.4)

D. *Hours worked in excess of the standard workday, Monday through Friday, shall be paid at the rate of time and one-half. Compensation for the employee's sixth day will be time and one-half. There shall be no pyramiding of overtime pay. All work performed on the employee's seventh day shall be paid the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but not to exceed double the straight-time rate of pay.*

*The parties agree that when hourly craft employees are augmented to the Tennessee Valley Authority and working the same shift schedule as the annual workforce, Tuesday through Friday (four-day/10 hours per day), Monday is to be considered the first off-day. (LRS-65, int. 3)*

*E. Shifts may be established when considered necessary by the Contractor.*

*1. Shift hours and rates will be as follows:*

*First shift: Eight hours' pay for eight hours worked plus one-half hour unpaid lunch period. (LRS-26)*

*Second shift: Eight hours' pay for seven and one-half hours worked plus one-half hour unpaid lunch period. (LRS-26)*

*Third shift: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period. (LRS-26)*

*2. Shift shall be established and continue for a minimum of three consecutive work days.*

*3. If only two shifts are to be worked, the Contractor may regulate the starting time of the two-shift operations to permit the maximum utilization of daylight hours.*

*F. Recognized holidays shall be as follows: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.*

*In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall be paid at the overtime rate as determined by the overtime multiplier in the appropriate local agreement, but in no case shall such overtime rate be more than double the straight-time rate.*

*For normal workdays before or after a recognized holiday, only when the work needs and/or schedule of TVA and the Contractor permit, the Contractor may survey the job stewards to see if employees want to work. The weight of each job steward's vote will be one vote for each employee in their craft employed on that project on the (day) date in question. (Example: For a craft with 15 employees, that craft's job steward will submit only one ballot of yes or no, but that one ballot will be considered as 15 votes. The job steward's ballot cannot be split and will be either a yes or no vote.) If the vote indicates that the majority want the day off and the Contractor so acts, grievances over the nonpay period will not be accepted.*

*Holidays in lieu of those specified above may be established by agreement of the Joint Administrative Committee and installed at the Contractor's project.*

#### **1.12.1 Standard Workday and Workweek**

**Workday:** The standard workday consists of **8 hours** of labor performed between **6:00 a.m. and 5:00 p.m.**, with a **30-minute unpaid lunch**. Workday example 7am-3:30 p.m.

**Workweek:** Defined as **five consecutive workdays**, starting **Monday**. For overtime purposes, each day begins and ends at **midnight**. There is **no 24-hour rule** in the CPA (unlike in the PMMA).

**Guarantee Clause:** Nothing in this Article guarantees any employee 8 hours per day or 40 hours per week.

#### **1.12.2 Alternative Work Schedules**

Contractors may utilize a **4-day, 10-hour schedule** (Monday–Thursday). Schedule changes from 5 day/8 hours to 4 day/10 hours require **five workdays' notice** to the Council Administrator (waivable). If the 4 day/10 hour schedule is not practical or cost-effective, the Contractor may propose alternative schedules for **Joint Administrative Committee (JAC)** approval. The JAC will consider project timelines, location, labor needs, and related factors.

#### **1.12.3 Shift Differentials for 4x10 schedules**

- **Evening Shift (5 p.m.–Midnight):** 10 hours' pay for 9.5 hours worked.
- **Night Shift (Midnight–7 a.m.):** 10 hours' pay for 9 hours worked.
- The Contractor must notify the Union in advance of these shift arrangements.

#### **1.12.4 Overtime and Off-day Pay**

- **Overtime (Mon–Fri):** Time and a half for hours beyond the standard 8-hour shift.
- **Sixth Day:** Paid at **1.5x** straight-time.
- **Seventh Day and Holidays:** Paid at applicable **overtime rates**, not exceeding **double time** (2x straight-time), per the local agreement.
- No pyramiding of overtime is allowed.

#### **1.12.5 Shift Definitions and Premiums**

- **First Shift:** 8 hours worked, 30-minute unpaid lunch → 8 hours' pay.
- **Second Shift:** 7.5 hours worked, 30-minute unpaid lunch → 8 hours' pay.

- **Third Shift:** 7 hours worked, 30-minute unpaid lunch → 8 hours' pay.
- Shifts must run a minimum of three consecutive workdays.
- For two-shift operations, the Contractor may adjust start times to optimize daylight use.

#### 1.12.6 Reporting Pay (No-Work Notice)

- Employees reporting for duty who are not needed and were not notified in advance are paid **2 hours at straight-time**.
- They may be assigned tasks not requiring tools (e.g., training or meetings).
- If employees begin tool work, they are paid for actual time worked, **no less than 2 hours**.

#### 1.12.7 Augmented Employees

When augmenting workers to TVA, their schedule may be adjusted to match TVA's annual workforce schedule (e.g., Tuesday–Friday 4×10). In that case, **Monday becomes the first off-day**.

#### 1.12.8 Recognized Holidays

**Holidays:** New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day.

- If a holiday falls on a **Sunday**, it is observed on the following **Monday**.
- Holidays are **unpaid**, but hours worked on holidays are paid at **overtime rates** (capped at 2x straight-time per local agreement).
- Contractors **may** poll job stewards to gauge interest in working **before/after holidays**.
  - Each steward votes on behalf of all members of their craft on-site.
  - A majority vote (yes/no) determines the outcome. If work is canceled based on the vote, **no grievances over missed pay** will be accepted.
- **Alternate holidays** may be designated by **mutual agreement** through the JAC.

## **1.13 Article XIII – First Aid and Safety**

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

*Employees must use diligent care to perform their work in a safe manner. Failure to do so may result in immediate dismissal. See LRS-64. (LRS-64). For additional information on the matter of safety, refer to LRS-67. (LRS- 67)*

## **1.14 Article XIV – Project Rules and Regulations**

A. *It is agreed that the Contractor may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project.*

B. *It is understood that these rules and regulations shall not be inconsistent with the terms of this CPA.*

C. *Violations of the project rules and regulations is just cause for disciplinary action, subject to Article VII (Grievance Procedure) of the CPA.*

## **1.15 Article XV – General Savings Clause**

A. *Any provisions in this CPA which are in contravention of any federal, state, local, or county regulation or laws affecting all or part of the limits covered by this CPA 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 CPA to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the CPA within the limits to which such law or regulation is applicable. If any provision in this CPA is declared unlawful, TVA and the Council will meet to attempt to develop an acceptable alternative.*

B. *It is mutually agreed by the parties hereto that if any liability by signatory International Unions to this CPA should arise, such liability shall be several and not joint.*

C. *Each Contractor (including Subcontractor) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this CPA. Any alleged breach of this CPA by a Contractor or any dispute between the Council and a Contractor respecting compliance with the terms of this CPA shall not affect the rights, liabilities, obligations, and duties between the Council and any other Contractor covered by this CPA. Notwithstanding any other provision of this CPA, if a Subcontractor fails to make the health and welfare and/or pension fund contributions required under this CPA, the primary Contractor will be responsible for making such contributions.*

## **1.16 Article XVI – Work Stoppages and Lockouts**

1. *There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union, its applicable Local Union, or employees against any Contractor covered under this CPA, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organization at or in proximity to the project site is a violation of this Article.*

2. *The Contractor may discharge any employee violating Section 1 above. The Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.*

3. *If the Contractor contends that any Union has violated this Article, it will telegraph or fax the International President(s) of the Local Union(s) involved, the Council, and TVA, with copies to the Presidents of the Local Unions involved advising them of the fact. The International President or Presidents will immediately instruct, order, and use the best efforts of his/her office to cause the Local Union or Unions to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.*

4. *Any party may institute the following procedure in lieu of or in addition to any other action at law or equity when a breach of Section 1 above is alleged:*

a. *A party invoking this procedure shall notify the arbitrator named in Article II, Section O. In the event that this arbitrator is unavailable at any time, the parties shall select an alternate as specified below. Notice to the arbitrator shall be by the most expeditious means available with notice by telegram to the party alleged to be in violation and to TVA and the Council if it is a Union that is alleged to be in violation. If the arbitrator is not available, the parties shall obtain the current list of permanent arbitrators used by the Council and TVA under their General Agreement covering annual employment and select an arbitrator from that list. The parties shall alternatively strike names from that list until only one name remains. The arbitrator whose name remains shall hear this matter.*

b. *Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within 24 hours if it is contended that the violation still exists, but not before 24 hours after the telegraph notice to the International President(s) required by Section 3 above.*

c. *The arbitrator shall notify the parties by telegram or fax of the place and time he/she has chosen for this hearing. Said hearing shall be completed in one session which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any Award by the arbitrator.*

d. *The sole issue at the hearing shall be whether or not a violation of Section 1 above has in fact occurred, and the arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation, or to award damages, which issue is reserved for Court proceedings, if any. The Award shall be issued in writing within three hours after the close of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with or enforcement of the Award. The arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.*

e. *Such Award may be enforced by any Court of competent jurisdiction upon the filing of this CPA and all other relevant documents referred to hereinabove in the following manner. Telegraphic or fax notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4-d of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such Agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.*

f. *Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.*

g. *The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.*

5. *Procedures contained in Article VII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1 above may resort to the procedures of Article VII to determine only if he or she was, in fact, engaged in that violation.*

## **1.17 Article XVII – Tools**

*It is understood that construction electricians and linemen will furnish themselves with standard-make tools in good condition, as indicated below. All other necessary tools and equipment will be furnished to employees by their employer and will be charged to the individuals who will be accountable for their security while assigned to him/her. (LRS-45)*

*Wireman: knife; six-foot rule; cutting pliers; channel-lock pliers; hack saw frame; small, medium, and Phillips screwdrivers; pocket level; stakon pliers; adjustable wrench; combination square 12" or less; voltage tester; and tool box, lock, and keys and ball-peen hammer.*

*Lineman: crescent wrench, side-cutting pliers, channel-lock pliers, skinning knife, six-foot rule, large screwdriver, belt and safety, climbing hooks, ball-peen hammer, and lineman's canvas tool bag.*

*Employer will replace wireman and lineman tool bags, safety belts, and worn or damaged tools as necessary. (LRS-45)*

## **1.18 Article XVIII – Terms of the Agreement**

*This CPA shall be in full force and effect through November 30, 2031 (LRS-73), and shall continue from year to year thereafter unless sixty days' notice of termination is given by either the Council or, with TVA's concurrence, the Contractor.*

## **1.19 Article XIX – Agreement between TVA (Owner) and Council Regarding Covered Construction Work**

*1. The Contractor, Council, and TVA agree that this CPA governs the respective rights and obligations of the Contractor and the Council covering the Contractor's employees and that, by signing this CPA, TVA does not assume the rights, obligations, or liabilities of any Contractor or the Council under this CPA. The dispute resolution procedures contained in other Articles of this CPA are not applicable to matters covered by this Article.*

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

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

*2. TVA and the Council agree that each contract involving construction of new generating capacity (or each contract for office construction, maintenance, or modification in excess of \$250,000 for TVA Fossil, Nuclear, and Hydro organizations or \$350,000 for all other TVA organizations) which requires the employment of laborers and mechanics in such work shall contain a provision requiring the Contractor to become signatory to the CPA between the Contractor and the Council. Power construction and office construction, maintenance, and modification work are defined in Article VI of this CPA. This requirement will not apply to specialty work as defined in this CPA.*

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

*Disputes regarding the applicability of this section shall be handled as follows:*

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

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

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

3. *Pay and working conditions have been developed especially for power construction work and for office construction, maintenance, and modification work. The wage package will consist of a basic wage rate, pension and health and welfare contributions, apprenticeship fund contributions where applicable, and where applicable any transportation and subsistence payments. To establish wage rates for power construction work, surveys will be conducted by TVA and the Council for work of a similar nature within the vicinity consisting of (1) Local Union contracts, (2) major construction projects, and (3) federal predetermined rates for building and heavy construction. It is agreed the term "vicinity" is interpreted to mean (a) the watershed of the Tennessee River, (b) the TVA power service area (in which TVA owns, operates, or constructs power facilities), and (c) certain adjacent areas and specified urban centers, all included within the following boundaries: a line drawn from Birmingham to Atlanta; a line from Atlanta tangent to the eastern boundary of the watershed; the watershed boundary to the northeastern tip of the watershed, a line from the northeastern tip of the watershed to Louisville; the Ohio and Mississippi Rivers from Louisville to Memphis; the boundary of the power service area from Memphis to the southeastern tip of that area; and a line from the southeastern tip of the power service area to Birmingham. Contributions to health and welfare, pension, and apprenticeship funds for each hour worked and payments for any*

*applicable travel and/or subsistence will be made at the rates negotiated by TVA and the Council as reflected in Exhibits A and B.*

*TVA and the Council mutually recognize that prevailing wage rates for office construction, maintenance, and modification work are lower than the rates for construction of power facilities. In recognition of current labor market practices, TVA and the Council agree that the prevailing wage rates for office construction, maintenance, and modification work are lower than the rates for construction of power facilities; and, therefore, the rate to be paid for such work performed under this contract is 95 percent of the negotiated basic hourly wage rates established for power construction work as described in the immediately preceding paragraph. These rates are shown in Exhibit S-1. Contributions to health and welfare, pension, and apprenticeship funds, and payments for any travel and/or subsistence where applicable will be made at the rates negotiated by TVA and the Council for power construction work.*

4. *The following procedures apply for wage determinations under this Article:*

a. *Either TVA or the Council may notify the other party before August 15 of any given year that a preliminary conference is desired to discuss the need for a wage conference to consider requests for revisions in wage rates. If a wage conference is deemed necessary, it will be held the following November or December. The Senior Vice President of Labor Relations of TVA or his/her designee and the Administrator of the Council shall act as co-chairmen of the wage conference for the purpose of handling the work of the conference.*

b. *Prior to any wage conference, TVA and the Council will each conduct a wage survey. When holding the meeting to determine the need for a wage conference and prior to conducting the wage survey, TVA will meet with the Council to discuss the surveys.*

c. *All requests by Unions for revisions in basic rates of pay shall be filed with the Administrator of the Council or his/her designee for transmittal to TVA two weeks before the wage conference.*

d. *If at the conclusion of a wage conference the Council does not accept the final offer for any rate of pay, that dispute can be appealed to the Secretary of Labor in accordance with the TVA Act, but any such appeal must be filed within 30 days of the conclusion of the wage conference.*

e. *When the wage conference reaches an agreement resulting in revisions of existing rates of pay and the resulting rates have been approved by TVA's Board of Directors, the new schedules will become effective with the beginning of the Contractor's first payroll period beginning after January 1.*

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

*agreement with the Council along the lines of CPA (modified as appropriate to reflect TVA's status as a federal agency) and such work will be performed under that agreement.*

6. *The Council shall designate an individual who is authorized by the Council to finally and conclusively bind it and each of its constituent Unions in the execution of the CPA in all matters arising there under, in the negotiation and execution of any amendments to this CPA, and in the negotiation of any wages and monetary fringe benefits as required under this CPA.*

7. *This Article shall be effective beginning with contracts entered into based on Requests for Proposals, Invitations for Bids, or Requests for Offers issued on or after the date of execution of this CPA. Under this Article, this CPA will be required in all covered contracts executed through May 31, 2021. (LRS-72.1) 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 CPA 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 CPA and authorize the Council, through its designated representative, to execute, administer, and make updates to this CPA. Updated effective June 1, 2016. (LRS-72.5)*

#### **1.19.1 Overview and Scope**

This article defines the mutual agreement between **TVA**, the **Tennessee Valley Trades and Labor Council (Council)**, and **Contractors** regarding the application of the **Construction Project Agreement (CPA)**. This article outlines:

- When and to whom the CPA applies,
- Procedures for dispute resolution,
- Wage and fringe benefit standards,
- Council representation,
- TVA's rights to self-perform work, and
- Agreement duration.

TVA's participation in this Agreement **does not establish joint employer status** with any contractor or subcontractor, and it **assumes no contractual liabilities** on their behalf.

### 1.19.2 Thresholds and Exceptions

The CPA applies to construction projects that meet the following parameters (Table 1.1):

1. General Contractors awarded contracts:
  - **Greater than \$0** for TVA's generating facilities.
  - **Greater than \$350,000** for all other TVA facilities and organizations .
  - **Greater than \$500,000** for Office Construction. LRS 54-6B
2. Subcontractors awarded any contract with **labor costs** greater than \$100,000.

**Table 1.2. Agreements Overview**

#### Project Agreement Packages

The following thresholds do not apply to any contractors performing specialty work (Article V and VI). Also, transmission right away clearing work and routine shoreline restoration and stabilization work (LRS-54) and subordinate contracts for \$100,000 labor or less are not required to become signatory to the project agreements. Even if not required the contractor or subordinate contractor may choose to become signatory to the project agreements

Package	Type Of Work Covered	Threshold
Construction Project Agreement	Construction of new generating capacity or transmission construction (see Article VI:A)	<ul style="list-style-type: none"> <li>• <b>Greater than \$0.00</b> for work for nuclear, fossil, and hydro</li> <li>• <b>Greater than 350,000</b> for work other than nuclear, fossil, or hydro (otherwise see 1851 with exhibit A)</li> </ul>
Office Supplement	Construction, maintenance, modification, or addition to offices, other buildings, or facilities (see Article VI:B)	<b>Contracts greater than 500,000</b> (otherwise see 1851 with exhibit S-1)
Project Maintenance ad Modifications Agreement	Maintenance and modification of existing generating plants and transmission facilities. (see article VI:1)	<ul style="list-style-type: none"> <li>• Greater than 250,000 for work for nuclear, fossil, and hydro. (otherwise see 1851 with Exhibit A)</li> <li>• <b>Greater than 350,000</b> for work other than nuclear, fossil, or hydro (otherwise see 1851 with exhibit A)</li> </ul>

- **Specialty work**—Regardless of the dollar amount involved, some specialty work is exempt from coverage by the project agreements and will be covered by the 1851. For definition of specialty work, refer to Article 6 of the project agreements . If there are questions about the applications especially work or dollar thresholds call a member of the Labor Relations staff.
- **Subcontracts**—Project agreement subcontractors under \$100,000 labor are not required to be signatory to the project agreements. The 1851 applies to those contracts not covered by the project agreements.
- **Right-of-way clearing**— Regardless of the dollar amount involved, transmission right away clearing and maintenance work is exempt from coverage by the project agreements and will be covered by the right-of-way clearing and maintenance package LRS-54.
- **Shoreline restoration/stabilization**— Shoreline restoration and stabilization work is exempt from coverage by the project agreements and will be covered by the 1851 package. LRS-54

The CPA does not apply when:

1. Contracts are awarded at or below the thresholds previously mentioned, or
2. Scopes of Work are defined as **Specialty Contracts** under Article VI.

TVA must notify the Council before awarding any contract **exempted** from the CPA. If the Council disputes the exemption:

- The Council must respond within **three workdays**.
- If unresolved, the dispute may be appealed to a **jointly selected arbitrator**, chosen from a pre-approved list via alternate striking.
- The arbitrator will hold a hearing within **ten calendar days** and render a decision within **24 hours** of the hearing's close.
- Written opinions, if requested, will be issued within **15 days** but will **not delay enforcement** of the award.

#### **1.19.3 Thresholds and Exceptions – Common Questions**

1. **What are the thresholds for the CPA?** General contractor threshold is greater than zero, this has been applied since the beginning of the CPA. Under Article XIX.2, for General Contractor read without the parenthetical. This Article is referring to facilities. The word "or" is key. Calling it out for office construction specific to the subcategory.
2. **What are the thresholds for subcontractors?** As stated in Article I & Article 3.C, Subcontractors working on TVA Property with Labor Costs less than \$100,000.  
*Example- one penny over \$100,000 in labor cost is above threshold.*
3. **What is the CPA Threshold for Gas?** General contractor threshold is greater than zero; this has been applied since the beginning of the CPA. As stated in Article I & Article 3.C, Subcontractors on TVA Property with labor costs less than \$100,000.  
*Example- one penny over \$100,000 in labor cost is above threshold.*
4. **What is the CPA Threshold for Coal?** General contractor threshold is greater than zero; this has been applied since the beginning of the CPA. As stated in Article I & Article 3.C, Subcontractors on TVA Property with labor costs less than \$100,000.  
*Example- one penny over \$100,000 in labor cost is above threshold.*
5. **What is the CPA Threshold for Hydro?** General contractor threshold is greater than zero; this has been applied since the beginning of the CPA. As stated in Article I &

Article 3.C, Subcontractors on TVA Property with labor costs less than \$100,000.

*Example- one penny over \$100,000 in labor cost is above threshold.*

6. **What is the CPA Threshold for Nuclear?** General contractor threshold is greater than zero; this has been applied since the beginning of the CPA. As stated in Article I & Article 3.C, Subcontractors on TVA Property with labor costs less than \$100,000.  
*Example- one penny over \$100,000 in labor cost is above threshold.*
7. **What is the CPA Threshold for Transmission?** General contractor threshold is greater than zero; this has been applied since the beginning of the CPA. As stated in Article I & Article 3.C, Subcontractors on TVA property with labor costs less than \$100,000. *Example- one penny over \$100,000 in labor cost is above threshold.*
8. **What is the CPA Threshold for Facilities and where is the supporting language?** As stated in LRS 54-6B, Article III.C, and Article I, General Contractor has a greater than \$500,000 threshold and Subcontractor has a greater than \$100,000 threshold.
9. **Where is the guidance found for subcontractors/general contractors that fall under the \$100,000 threshold?** Guidance can be found in the 1851 package. Work covered under the 1851 package does not mean nonunion labor is utilized.
10. **What work is excluded from the CPA? Where is the supporting Language?** LRS 54.6A outlines exclusions.

#### **1.19.4 Wage and Fringe Benefits**

Wage rates and fringe contributions are based on procedures established in the **CPA**, including: basic wage, health and welfare, pension, apprenticeship funds (if applicable), and travel and subsistence allowances (if applicable).

Unresolved disputes over the prevailing wage may be referred to the **Secretary of Labor** under Section 3 of the **TVA Act**.

#### **1.19.5 TVA's Right to Self-Perform Work**

TVA reserves the right to **self-perform** any portion of covered work, and/or **directly contract or purchase** required services or materials. In such cases, TVA will negotiate a separate agreement with the Council that reflects TVA's status as a **federal agency**, and the work will be performed under that separate agreement.

TVA Self-Performance Example: TVA's own Transmission Construction crews or Power Service Shops staff performing tasks.

#### **1.19.6 Council Representation**

The Council will appoint a **designated representative** empowered to bind the Council and all its affiliated Unions, execute amendments, and negotiate wages and fringe benefits under the CPA.

#### **1.19.7 Term and Renewal**

The Agreement remains in effect through **May 31, 2031**, per **LRS-72.1**, and renews **year-to-year** thereafter unless either party gives **60 days' written notice** of termination. Execution is deemed effective on the **latest date signed by any party**.

#### **1.19.8 Additional Dependencies and References**

- **LRS-73** (terms and renewal),
- **LRS-48.3** (wage procedures),
- **LRS-72** (reporting pay, direct deposit).
- **LRS-70** excludes **Power Service Shops work** from this Agreement's scope.

#### **1.19.9 Pre-Jobs**

Overview and Definitions

- Defined in Article III.C, Article XIX.2, Signature and Required Notice Form, Pre-job agenda
- The pre-job process requires all Contractors signatory to the Project Agreement 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.
- Signatory is a key term. The requirements for contractors to become signatory to the contract are explained in detail in the threshold's definitions, and briefly at the bottom of this document in a chart. If the project/contract does not meet the pre-job threshold requirement contractors are not prevented from following the pre-job steps it is just not required. For the CPA subcontractors with an anticipated labor cost to exceed

\$100,000, general contractors with a cost greater than \$0 in Nuclear, Fossil, and Hydro, and work \$350,000 or greater for work outside of Nuclear, Fossil and Hydro.

- Contractors and the Hourly Council are responsible for the pre-jobs process. Contractors who are signatory must fill out the signatory and required notice form.
- Labor Relations is informed during the process but has responsibility in resolving conflicts of which agreement is selected to perform the project/contract under.

Pre-jobs can be held in person or virtually.

#### **1.19.10 Pre-Jobs – Common Questions**

1. **Is this article dependent on any other articles, forms or LRS's?** Yes. Article VIII, Article II.O, LRS 54.9, LRS 2: Work assignment and the jurisdictional dispute process. The contractor during the pre-job explains the scope of work, work schedule for overtime purposes, payday, agreement the project will be working under, and what craft the work will be assigned to. Jurisdictional disputes will be resolved pursuant to the Plan for the Settlement of Jurisdictional Disputes. CPA jurisdictional disputes can occur anytime during the project.
2. **Historically, have there been multiple interpretations of the articles?** Yes, there has been confusion of roles and responsibilities of parties as it applies to the pre-job process. The language is clear on responsibilities. The pre-job responsibilities are designated to the Contractor and TVTLC, TVA Labor Relations role is to ensure that the applicable agreement is followed and be consulted, as needed, during the process.
3. **What is the right answer? Why?** General knowledge of the agreements and understanding of thresholds that determine a contractor being signatory, and the contractor's responsibility after becoming signatory. It is not the TVTLC role to contact the contractor on requesting a pre-job. The responsibility for requesting the pre-job belongs to the signatory contractor. All such matters shall be requested through the designated Labor Relations employee.
4. **What is the challenge process?** Jurisdictional disputes (not resolved between the crafts) will be resolved pursuant to the Plan for the Settlement of Jurisdictional Disputes, and other issues are handled by contacting the designated Labor Relations employee.

## CHAPTER 2. PROJECT MAINTENANCE AND MODIFICATION AGREEMENT

### 2.1 Article 1 – Intents and Purposes

*This Project Maintenance and Modification Agreement (PMMA) 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 PMMA. It is further agreed that the terms and conditions of this PMMA 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 PMMA 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 PMMA 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 PMMA and any renewal thereafter. It is further agreed that the employees working under this PMMA shall constitute a bargaining unit separate and distinct from all others.*

#### 2.1.1 Scope

This article explains the intent behind the PMMA—to define which parties are bound by its terms and to ensure a consistent, enforceable framework for labor relations on the project.

#### 2.1.2 Overview

This PMMA is established for the mutual benefit of all contracting parties. Its provisions are binding and serve to define the relationships among all signatories and any subordinate entities. The PMMA sets forth the fundamental terms covering rates of pay, hours of work, and conditions of employment to be observed by all parties.

Contractors who meet the threshold requirements outlined in this document shall sign, accept, and be bound by the terms and conditions of the PMMA. Contractors below the threshold may choose to comply voluntarily.

#### **2.1.3 Exemptions**

This requirement does not apply to subcontractors performing specialty work or to those whose contracts are valued at **\$100,000 labor or less**. Further clarification and additional thresholds are detailed later in the PMMA.

#### **2.1.4 Anti-circumvention Clause**

At no point shall subcontracting be divided or applied in a way that intentionally circumvents the core intent of this PMMA.

The terms and conditions of this PMMA shall supersede and take precedence over all other national, regional, or local collective bargaining agreements. As such, Contractors shall not be obligated to sign any other local, area, or national agreement.

The employment of workers under this PMMA, including those covered by PMMA, CPA, and CPA-S, has been collectively bargained. These terms are binding on both Contractors and council unions, and all references to other provisions or articles within the applicable contracts shall remain enforceable.

Employees working under this PMMA shall constitute a distinct bargaining unit, separate from all other groups of workers.

#### **2.1.5 Clarifications**

**Dependency.** This article is **not dependent** on any other articles or Labor Relations Supplements (LRSs).

**Interpretation Considerations.** There is a potential for ambiguity regarding the **multiple applications of subcontracts**. Identical or closely related scopes of work performed concurrently should generally be treated as a single scope for threshold evaluation. If a subcontractor completes one scope and is later awarded a significantly different scope, a re-evaluation is required to determine whether the subcontractor must become signatory under the PMMA.

**Exemptions and Variations.** While CPA and PMMA are largely identical, the CPA includes an additional clause allowing for a **monetary incentive** for completing work safely, efficiently, and under budget.

## **2.2 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. (LRS-43)*
- 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 PMMA. 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. An employee removed from TVA's property for safety rule violation(s) may not be referred again for employment to the owner's project site for a period of not less than 120 days. (LRS-64)*

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 PMMA.*

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 PMMA.*

P. *The parties to this PMMA 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. (LRS-48.13.a) 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 PMMA. (LRS-48.13.b) At such meetings, reports concerning any violation, dispute, questions, interpretation, application, or practices arising out of this PMMA 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 grievant party striking first, until one name remains, and this remaining person shall be the arbitrator for the case. (LRS-48.14)*

*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 PMMA. The arbitrator shall not have the authority to amend, modify, add to, or alter the scope and terms of this PMMA, nor to render any decision on jurisdictional issues.*

## **2.3 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 PMMA, including Article II, and shall notify the Union in writing or electronically (i.e., fax, e-mail) when workers are required. If TVA changes from one contractor to another contractor on the same scope of work, all workers employed on the date of the change shall have their payroll rolled over to the successor contractor and neither the successor contractor nor such employees shall be bound to any provision in the union's referral procedure that is inconsistent with the successor contractor's continued employment of such employees. (LRS-63)*

*Prior to the close of the first pay period, the successor contractor will allow sufficient time for the signing of payroll deduction and contribution authorization forms. (LRS-63)*

*C. All Contractors signatory to the PMMA 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 PMMA 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. (LRS-48-att A)*

*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 non-membership 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. (LRS-6)*

*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 PMMA, 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 PMMA. 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. (LRS-35) 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.*

### **2.3.1 Scope**

The Contractor recognizes the Council as the sole and exclusive bargaining representative for all craft employees covered under this PMMA.

### **2.3.2 Union Notification**

In accordance with this PMMA, the Contractor must notify the appropriate union facility in writing or electronically (e.g., fax or email) when workers are needed.

### **2.3.3 Continued Employment with Successor Contractors**

If TVA transitions from one contractor to another for the same scope of work, the existing payroll is transferred to the new (successor) contractor. The employees and successor contractor remain bound by the original referral terms and are exempt from any union referral procedures that would hinder continued employment. LRS-63

### **2.3.4 Pre-Job Requirements**

All signatory Contractors must report their project's scope, start date, and staffing needs to the Council Office at least ten days before work begins (except in emergencies).

If the expected labor cost exceeds \$100,000 of *labor costs*, a pre-job conference (in-person or teleconference) may be required, as determined by the Council Office. The Contractor is responsible for scheduling and providing facilities for the conference.

### **2.3.5 Referral and Selection Procedures**

- Referral selections must be made on a nondiscriminatory basis. Union membership is not required, and no union bylaws, rules, or policies outside of this PMMA may influence the selection process.
- If the union is unable to fill a requisition within 48 hours of the requested start date (excluding weekends and holidays), the Contractor may hire from any other source. This 48-hour requirement does not apply in emergencies.

### **2.3.6 Contractor Rights**

- **Refusal of Referral:** The Contractor may reject any referral for good cause, including lack of skill or failure to pass required competency tests.
- **Lead and Key Positions:** The Contractor may directly hire lead foremen, foremen, or other key employees who possess specialized skills not readily available locally. In such cases, the Contractor will inform the union of the necessary qualifications, and the union may refer qualified candidates. The Contractor retains sole discretion in determining applicant qualifications.
- **Retention During Layoff:** During a layoff, the Contractor has the right to retain the employees of their choice without regard to any other criteria. One example of this is skillsets needed to perform tasks. Exemption: 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. Applicable local union shall be notified prior to any steward lay-off.
- **Discipline and Rehire:** Employees terminated for cause are ineligible for rehire at TVA sites for 90 days. After this period, rehire is at the Contractor's sole discretion. *An employee removed from TVA's property for safety rule violation(s) may not be referred again for employment to the owner's project site for a period of not less than 120 days.*

LRS-64

### **2.3.7 Union Restrictions**

Unions may not refer active project employees to other work or engage in conduct that promotes workforce turnover or absenteeism.

Employees who voluntarily resign from TVA work are ineligible for rehire by any signatory Contractor for 60 days unless a prior mutual agreement waives this waiting period.

### **2.3.8 Testing and Compensation**

Employees/applicants who must pass tests (e.g., welding) or meet nuclear access standards (e.g., General Employee Training) will be compensated for testing time only if they pass. For Nuclear only, payment standards are governed by LRS-66.

### **2.3.9 Emergent Work and Staffing Flexibility**

For PMMA work (which involves continuous operation of units), significant fluctuations in labor demand are expected. The Council unions acknowledge this necessity and will make every effort to meet staffing requirements.

### **2.3.10 Probationary Status and Security Clearance**

Referred employees are probationary until meeting all required owner/contractor security or access clearances. Probationary employees are not entitled to grievance rights.

Contractors may request referrals of employees with current NRC clearances regardless of their position on the out-of-work list. Decisions about granting or revoking security clearances are not subject to the grievance procedure.

### **2.3.11 Apprenticeship Ratios and Hiring**

For crafts with apprentices and non-journeymen (as defined in LRS-35 and LRS-16), these workers may not exceed 33.3% of the total craft workforce occurring on TVA property unless otherwise agreed. If local unions cannot provide sufficient apprentices, contractors may hire from other sources. Entry level apprentice compensation is set at 71% of the journey rate of pay (per LRS-77).

### **2.3.12 Dues and Contributions**

Upon request from the union and with proper authorization from the employee, the Contractor will deduct union dues and approved charitable contributions from employee wages. These deductions are remitted monthly to the appropriate union.

## **2.4 Article IV – Nondiscrimination**

*The Council Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or handicap and recognize the need for and support an effective Affirmative Action Program for recruiting, promoting, and retaining protected classes.*

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

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

## **2.5 Article V – Scope of Work**

- 1. This PMMA 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 PMMA.*
- 2. This PMMA does not cover work classified as specialty work as defined by the Owner.*

## **2.6 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 PMMA. 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. For additional exclusions refer to LRS-54.6. (LRS-54.6)*

- 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 non-specialty 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 workforce.*
- 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.*

### **2.6.1 Specialty Work Overview**

Specialty work is defined in Article VI.2 and referenced in Articles I, V, and XXVII.2. TVA retains sole authority to determine whether work qualifies as "specialty" under the guidance of Article VI.2.

Specialty work refers to tasks that: 1) are not typically performed by a General Contractor, and/or 2) require specialized knowledge, skills, proficiency with the task, or equipment not commonly found in the union craft halls. This includes contractors utilizing specialized techniques or processes that, while applied to otherwise non-specialty tasks, clearly demonstrate increased work efficiency, scheduling advantages, and/or worker health and safety benefits.

Union halls may believe they possess adequate skillsets, and in some cases, they do. However, they may not be able to meet the **48-hour staffing** requirement under **Article III.E** due to limited availability or employees being otherwise occupied.

Specialty contractors often:

- Use proprietary tools or techniques,
- Require employees with rare licenses or specialized certifications,
- Offer warranties or cost/time benefits not available through standard methods.

TVA works with unions to train workers for **reoccurring or critical work**, but such efforts are not practical for work that is **seldom performed**. TVA and the Council may collaborate with a contractor to **supplement its workforce**. Additionally, TVA may classify **only part of the scope** as specialty work, with the remainder following the CPA and/or PMMA. Table 1.1 is an overview of the process to review a request to deem work as Specialty Work.

### **2.6.2 Pre-work Notification and Dispute Resolution for Specialty Work**

- TVA must notify the **Hourly Union Council Administrator** before specialty work begins.
- The Council has **three workdays** to raise any dispute regarding the specialty classification.
- Disputes unresolved by TVA and the Council may be appealed to a **jointly selected arbitrator**, who serves a one-year term and may be removed by either party with 30 days' notice.
- Appeals must be submitted within **five workdays** of TVA receiving the Council's initial challenge. (See Article XXVII.2 for procedural details.)

### **2.6.3 Decision-making and Oversight for Specialty Work**

- **TVA's Labor Relations Designee** defines and approves specialty work.
- Determinations must be based on accurate data, common sense, and precedent.
- **Trust is the cornerstone.** A strong working relationship between TVA's specialty work designee and the Council Administrator ensures that decisions are made **transparently, reasonably, and with consistency.**

### **2.6.4 Best Practices and Historical Precedent for Specialty Work**

TVA maintains a record of previously classified specialty work for future reference.

Training Examples:

- TVA has supported unions by supplying surplus equipment for training (e.g., turbines, welding machines).
- Provided early coordination and materials for high-pressure welding, SCR jobs, and specialized training camps.

Specialty Example: In the Douglas Lake Cleanup, TVA designated hazardous material removal as specialty due to time-sensitive permits, required certifications, and use of specialized equipment. The remaining 80% of the work followed the standard agreement.

### **2.6.5 Emergency Work**

- **Who declares work an emergency?** TVA leadership.
- **What is the process?** Work begins when TVA declares the work an emergency. Normal contract provisions for work assignment are paused. After TVA deems conditions are stabilized and work scope is established, normal contract provisions for work assignments will be followed. Projects of a short duration may not be feasible to follow the normal contract provisions for work assignments. TVA Labor Relations will communicate with the Council Administrator through the process.
- **What is the supporting contract language?** Referred to in Article III.C. Defined in Article VI.3.

- **How has it been applied in the past? What makes work an emergency?** Imminent safety risk to employees, need to respond and repair unexpected loss of generation, or actions needed to prevent unexpected loss of generation.

## 2.7 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 PMMA. 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 PMMA, or if already accepted, processing of it will be discontinued, and it will not be further considered or decided under this PMMA. (LRS-28.3)*

*All grievances that may arise on any work covered by this PMMA 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 job site representative, and the Labor Relations Manager of the Contractor. This step must be initiated by the Local Union Representative within five working days after the start of Step I. Decisions and resolutions of grievances at Steps I and II should not be considered precedential.*

*Step III:*

1. *If the grievance is not satisfactorily settled within five working days after the start of Step II, the information prepared for Step II plus any other supplemental information, facts, or positions developed in Step II shall be submitted in writing to the Joint Administrative Committee within five working days by either party. Any grievance requiring an interpretation of the agreement shall be referred to TVA Vice President of Labor Relations and Council Administrator prior to completion of Step III. (LRS-65)*

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 PMMA. 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.*

3. *Under these Project Agreements, if the matter is not resolved by the Joint Administrative Committee, it is agreed that if both the appropriate contractor and the appropriate Council representative agree, the case may be submitted to mediation. The contractor and the appropriate Council representative will jointly appoint the mediator or they may select the mediator from a panel of seven mediators. Upon receipt of the panel, the appropriate Council representative and the Contractor shall alternately strike one name until one name remains, and this remaining person shall be the mediator for the case. The party striking first will be determined by the flip of a coin. (LRS-52)*

*If efforts to settle the grievance through mediation are unsuccessful, the mediator shall promptly notify the parties in writing. Within 10 working days from the written notice of the mediator that the matter has not been resolved, the contractor or the appropriate Council representative may appeal to arbitration as described in Article VII, Step III, Paragraph 2. (LRS-52)*

*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 PMMA 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.*

## **2.8 Article VIII– Work Assignments**

*The signatories to this PMMA 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 PMMA.*

*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 PMMA. (LRS-48.12)*

## **2.9 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 PMMA with the signatory Contractor. (Refer to LRS-67 for additional duties.)*

*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.*

## **2.10 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.*

1. *Officials of any of the signatory Unions shall be provided access to projects covered by this PMMA. 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 PMMA 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. (LRS-33) 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. (LRS-42)*

*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. (LRS-48.10)*

## **2.11 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. (LRS-33) 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. (LRS-42)*

*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. (LRS-48.10)*

## **2.12 Article XII – Wage Rates and Payday**

1. *Wage rates for work performed by laborers and mechanics under this PMMA 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 Helmets to Hardhats (LRS-68 & form) and apprenticeship funds are set out in Exhibit B.*

*It is further agreed that contributions by all employees covered by this PMMA to the United Way will be matched by their employers (Contractors) working under this PMMA up to five cents per hour for each contributing employee. (LRS-5 & 7)*

*This PMMA does not provide for payment for time off for voting, state or local regulations notwithstanding. (LRS- 13)*

*Under the terms of this PMMA, 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. (Refer to LRS-35 as appropriate.)*

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. (LRS-48.9)*

7. *Employees are required to utilize direct deposit when offered by the Contractor. (LRS-72.3)*

## **2.13 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. (LRS-14)*

*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. (LRS-14 & 36 )*

*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.*

### **2.13.1 Scope and Overview**

The 24-hour rule and meal allowance applies to the PMMA only. The 24-hour rule allows for premium pay within a 24-hour cycle, not just a calendar day.

Disputes over meal allowance or overtime application should be resolved through the **standard grievance process**.

### **2.13.2 24-hour Rule – Overtime Pay**

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.

Time worked on the 7th day or on recognized holidays shall be paid at the local agreement's applicable overtime rate, but not to exceed 2x the straight-time rate.

### **2.13.3 Meal Allowance**

The prevailing meal allowance rate provided for in the General Presidents Project Maintenance Agreement is now \$12 (effective September 8, 2025). Employees are entitled to a **hot meal or an \$12 allowance** in lieu of a meal when the following conditions are met:

Qualifying Criteria - Unscheduled overtime:

- Not notified of next-day overtime **before the end of the current shift, or**
- Work extends **more than two hours** beyond the scheduled shift.

Repetition Rule:

- The meal provision **repeats every additional four hours** worked thereafter. Does not apply if the four hours worked coincides with end of employees' work shift.

- The second 4-hour period begins after the first meal period concludes.

Contractor's Discretion – The contractor may:

- Provide a hot meal,
- Or pay a \$12 meal allowance,
- Or pay employees to “eat on the fly” (during regular break).

**Important Clarification:**

“**Eat on the fly**” does **not exempt** the employer from providing the **\$12 or a meal**. It only means the employee eats while working or during a short break, **not that the contractor may deny the allowance**.

**2.13.4 Adjustment of Meal Allowance**

The \$12 meal allowance *shall* be adjusted to match the prevailing rate in the General Presidents’ Project Maintenance Agreement. Adjustments are effective immediately upon written notification from the Council Administrator. The last adjustment occurred on September 8, 2025, which increased the meal allowance from \$8 to \$12.

**2.13.5 Practical Application – 24-hour Rule**

**Scenario:** An employee’s shift is from 7:00 a.m.–3:30 p.m. and they are required to report at 6:30 am.

- Since 24 hours have **not elapsed** since the previous shift start, **any work performed before 7:00 a.m. is premium time**, typically paid at **1.5x** or, if it is the 7th day, **up to 2x** the standard rate.
- Common situations include:
  - Foremen, Job Site Representatives, or support crafts arrive early to either prep the job site, or plan the days work.
  - **Shift start adjustments** impacting Monday premium pay.

### 2.13.6 Misinterpretations to Avoid

- “Eat on the fly” ≠ waived meal pay – Employees are still owed the hot meal or \$12.
- Scheduled overtime ≠ meal eligible – If properly notified in advance, meal provisions do not apply.

**Table 2.1. Summary of Allowances**

Condition	Allowance
Work >2 hours past scheduled shift (unscheduled)	Hot meal or \$12 (per 4-hour increment)
Work before/after regular shift in 24 hrs.	1 5× pay (unless 7th day or holiday = up to 2×)
No advance notice for next-day OT	Meal provision applies
“Eat on the fly”	\$12 or a meal

### 2.14 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. The shift start time for augmented workers and the contractor's employees assigned to plant support may be scheduled to begin at the same start time as TVA's annual work force. (LRS-48.8.a)*

*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. (LRS-48.8.b)*

*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. (LRS-15)*

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. (LRS-22-int#13)

*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. (LRS-48.8.c)

*When working a 4-10 schedule under the OMMA, all time worked on the first off day shall be paid at the rate of time and one-half. All time on the second off day 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. (LRS-51)*

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 PMMA 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. (LRS-10)

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. (LRS-48.8.b)

*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. (LRS-48.8.a )*

*The parties agree that when hourly craft employees are augmented to the Tennessee Valley Authority and working the same shift schedule as the annual workforce, Tuesday through Friday (four-day/10 hours per day), Monday is to be considered the first off-day. (LRS-65, int. 3)*

#### **2.14.1 Scope and Overview**

**Standard Workday:** A standard shift consists of **8 consecutive hours** between **7:00 a.m. and 5:00 p.m.**, excluding a **30-minute unpaid lunch**. A standard workweek is **40 hours**, Monday through Friday. Workday example 7 am to 3:30 pm.

**Lunch Period:** Typically occurs mid-shift. If an employee is required to take lunch **more than one hour before or after** their regularly scheduled time, the lunch period is **paid at the applicable premium rate**.

**Guaranteed Hours:** Nothing in this article guarantees 8 hours per day or 40 hours per week.

#### **2.14.2 Shift Start Time and Augmented Schedules**

- For scheduling, Monday's first shift defines the workweek.
- Shifts can start as early as **7:00 a.m.** and end by **5:00 p.m.** Overtime rules apply for hours prior or after shift.
- **Augmented workers** and contractor employees assigned to plant support may match TVA's annual workforce schedule.

#### **2.14.3 Alternative Workweeks and Shift Premiums**

Contractors may schedule **4-day, 10-hour shifts** (Monday–Thursday) at straight-time pay. These shifts may occur during:

- Day (1st), Evening (2nd), or Night (3rd) shifts.
- If most hours fall between 5:00 p.m. and midnight, workers are paid 10 hours for 9.5 hours worked.
- If most hours fall between midnight and 7:00 a.m., workers are paid 10 hours for 9 hours worked.

Contractors must notify the Union of these schedules **in advance**. If the schedule changes, **five workdays' notice is required**, unless waived by the Council Administrator.

#### **2.14.4 Staggered Shifts and Lunches**

Staggered start or lunch times may be implemented **by mutual agreement** between the Contractor and Job Site Representative.

#### **2.14.5 Overtime Rules and Pay Rates**

**Overtime calculations** are based on a **24-hour period** from the shift start time including all hours before/after the standard shift (Monday–Friday) and weekends and holidays. If **multiple shifts** are used, the 24-hour period resets with each shift's start time.

4x10 Monday through Thursday Overtime:

- First off-day (Friday): paid at 1.5x.
- **Second off-day (Saturday):** paid at applicable **overtime rate**, not exceeding 2x straight-time.
- Additional off-days: paid at 1.5x.

#### **2.14.6 Dispute Resolution and JAC Involvement**

If schedule changes can't be agreed upon, the **established PMMA hours prevail**. Parties may submit written disputes to the **Joint Administrative Committee (JAC)**, whose decisions are final.

#### **2.14.7 Absenteeism and LRS-54 Implications**

Unexcused absences, tardiness, or early checkouts impact overtime eligibility. LRS-54

Attachment A mandates:

- Missed straight-time hours must be **made up at straight-time** before overtime can be paid.
- This rule applies **forward-looking** within the same workweek. If employee works two hours overtime on Monday, and then has an unexcused absence on Wednesday, the employee is still paid the overtime for Monday, but must make up the straight time hours missed before being paid at the overtime rate.

- Excused absences include medical appointments (with documentation), jury duty, family health emergencies, or preapproved personal time.
- **Unexcused** absences over specified thresholds result in termination.

#### **2.14.8 Clarifications and Key Differences (PMMA vs CPA)**

Under PMMA, Monday is the start of the 24-hour rule. Any time worked before shift start on Monday is paid at the applicable overtime rate, including double time if it's the 7th day. Under CPA, there is no 24-hour rule. Monday is treated as the first day of the workweek and follows the appropriate OT rate regardless of prior hours.

#### **2.14.9 Weather-related Interruptions**

Weather or job-site delays do not reset the off-day sequence. Straight-time makeup rules do not apply to time missed for such conditions (*LRS-54 Attachment A*).

#### **2.14.10 Practical Application**

Foreman arriving early on Monday: If the PMMA schedule starts at 7:00 a.m., and the foreman arrives at 6:30 a.m., those 30 minutes are compensated at the appropriate overtime rate. In this example, if the employee is on a 5 day 8 hour schedule, the time before regular shift is paid at the second regular day off overtime rate.

### **2.15 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 PMMA. 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.*

#### **2.15.1 Key Provisions**

Contractors working at facilities that require continuous, seven-day coverage may establish a staggered workweek. Under this schedule, employees receive two consecutive days off within the seven-day period, which may fall on any day of the week in lieu of Saturday and Sunday.

## Overtime and Premium Pay

- First Scheduled Day Off: Paid at 1.5× the regular rate.
- Second Scheduled Day Off: Paid at the applicable overtime multiplier, not to exceed 2× the regular rate, in accordance with the local agreement.
- All other overtime is paid consistent with the terms of the PMMA and relevant articles (e.g., Article XIV).
- LRS-54 Attachment A applies to premium rate eligibility when unexcused absences occur.

## Shift Hours and Premiums

- Staggered workweeks may include second or third shifts, subject to Article XVI and XVII:
- Second Shift: 7.5 hours worked, 8 hours paid.
- Third Shift: 7 hours worked, 8 hours paid.

## Contractor Discretion

- The contractor has sole discretion to elect and implement a staggered workweek, based on operational needs.
- The only requirement is that the designated days off must be consecutive.

### **2.15.2 Dependencies and Related Provisions**

This article interacts with Article XIV (Work Schedules); Article XVI and XVII (Shift Definitions and Premiums); LRS-54 (Absenteeism and Premium Pay).

For work within Nuclear Power Group, applicable nuclear fatigue rules may also apply. Transitions to staggered workweeks may need to account for fatigue rules, particularly if employees previously worked extended outage schedules (e.g., 12-hour shifts, 7 days/week). Nuclear fatigue limits may influence or restrict the new schedule during transition weeks.

### **2.15.3 Best Practices**

While the language is clear and prescriptive, employees may perceive the change as an attempt to reduce overtime. These concerns are best addressed through transparent communication, setting expectations, minimizing confusion, and clarifying overtime implications. There is no contractual requirement to notify the Council of a staggered schedule change.

### **2.15.4 Practical Application**

At a nuclear facility during an outage, employees may work a 7-day, 12-hour schedule. As work slows or fatigue limits are reached, TVA and the contractor may implement a staggered schedule. This ensures continued coverage while giving employees two consecutive days off, helping comply with nuclear fatigue standards. Early and clear communication helps prevent the perception of overtime manipulation.

## **2.16 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. (LRS- 38) 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. (LRS-38)*

*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. (LRS- 38)*

*If there is any violation of the temporary shift provisions to circumvent the regular overtime provisions of this PMMA 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. (LRS-38)*

*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. (LRS-38)*

### **2.16.1 Scope and Overview**

This article provides a framework for **contractors to implement temporary multiple-shift operations** (two or three shifts), enabling flexibility to meet project demands. Temporary shifts are intended for short- or mid-term needs and must meet a minimum duration threshold to qualify under this provision.

### **2.16.2 Temporary Shift Guidelines**

**Eligibility:** Contractors may implement temporary two- or three-shift schedules for a minimum of three consecutive workdays.

**Activation:** A temporary shift may begin on any day of the week, and the contractor has sole discretion in determining the start date.

**Duration:** There is no fixed end date. The shift remains valid as long as at least one employee per shift is actively working.

### **2.16.3 Shift Structure and Premium Pay**

- First Shift (Day Shift): 8 hours worked → 8 hours paid
- Second Shift: 7.5 hours worked → 8 hours paid
- Third Shift: 7 hours worked → 8 hours paid

If temporary shifts begin on an employee's regularly scheduled first or second day off, work performed is paid at the applicable premium rate as defined by Article XIV.

### **2.16.4 Overtime Protection and Fair Use**

- The intent of this article must not be used to circumvent overtime provisions.  
Any unnecessary fluctuation in the required three-consecutive-day minimum may result in all affected employees being paid at overtime rates.
- If an employee from a previous shift is required to work within a 24-hour period, Article XIV applies and that day marks the start of the three consecutive workdays.
- An employee working through two consecutive 8-hour shifts must be paid overtime until they receive a minimum 7-hour rest period.  
(Note: Does not apply to emergency call-ins under Article XIX.)

#### **2.16.5 Misinterpretations to Avoid**

- There is **no requirement** that each individual employee works three full days; it is the **temporary shift schedule itself** that must persist for at least three days.
- The workforce size **may vary** during the shift schedule based on workload.
- Shifts should not be manipulated to reduce overtime obligations. Doing so may breach the intent of the PMMA.

#### **2.16.6 Best Practices and Communication**

- While notification to employees or the Council is not required, it is highly recommended that shift changes be communicated clearly and in advance.
- This is particularly important when **combined with other scheduling changes**, such as transitioning to a **staggered workweek**, could possibly impact overtime opportunities, and employee responsibilities outside of work.

#### **2.16.7 Interaction with Other Articles**

- Related Articles:
  - **Article XIV** (Day Work Schedules)
  - **Article XV** (Staggered Workweek)
  - **Article XIX** (Call-Ins)

#### **2.16.8 Practical Application**

A contractor, responding to plant operational needs, implements a temporary second shift to complete specific work scope overnight. The shift begins on a Wednesday and continues through Friday, with crews rotating as needed. Provided at least one employee is working each shift and the schedule lasts three consecutive days, the arrangement is valid—even if workforce numbers fluctuate.

If the same week also involves switching to a staggered workweek, confusion may arise regarding employees' scheduled days off. Proactive communication is critical to prevent misperceptions of overtime manipulation.

## **2.17 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.*

## **2.18 Article XVIII – Holidays**

1. *The following six days shall constitute the legal holidays within the terms of this PMMA, except mutually agreed-to changes with the Committee: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and 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. (LRS-34)*

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 PMMA. 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 (4) hours at the applicable rate. (LRS-31, paragraph 3)*
5. *Employees are not paid for holidays unless they work them.*

## **2.19 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. (LRS-30) The Contractor may assign the employee tasks that do not require the use of the tools of the trades (such as training, pre- or post-job briefs, or informational exchange sessions) during this two -hour period. (LRS-72.4)*

*When employees are assigned and start to work with the tools of the trades, 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. (LRS-72.4)*

*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.*

## **2.20 Article XX – Tool Rooms**

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 PMMA.*

## **2.21 Article XXI – Frist Aid and Safety**

*The employees covered by the terms of this PMMA 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. See LRS-64. (LRS-64)*

*Refer to LRS-67 for additional guidance on safety and TLSA. (LRS-67)*

## **2.22 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 PMMA.*

3. *Violations of the project rules and regulations is just cause for disciplinary action, subject to Article VII, Grievance Procedure, of the PMMA.*

## **2.23 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.*

## **2.24 Article XXIV – General Savings Clause**

1. *Any provisions in this PMMA which are in contravention of any federal, state, local, or county regulation or laws affecting all or part of the limits covered by this PMMA 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 PMMA to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the PMMA within the limits to which such law or regulation is applicable. If any provision in this PMMA 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 PMMA 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 PMMA. Any alleged breach of this PMMA by a Contractor or any dispute between the Council and a Contractor respecting compliance with the terms of this PMMA shall not affect the rights, liabilities, obligations, and duties between the Council and any other Contractor covered by this PMMA. Notwithstanding any other provision of this PMMA, if a Subcontractor fails to make the health and welfare and/or pension fund contributions required under this PMMA, the Primary Contractor will be responsible for making such contributions.*

## **2.25 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 PMMA. 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.*

## **2.26 Article XXVI – Term of the Agreement**

*This PMMA shall be in full force and effect through November 30, 2021 (LRS-72.2), 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.*

## **2.27 Article XXVII – Agreement between TVA (Owner) and Council regarding covered maintenance and modification work**

1. *The Contractor, Council, and TVA agree that this PMMA governs the respective rights and obligations of the Contractor and the Council covering the Contractor's employees and that, by signing this PMMA, TVA does not assume the rights, obligations, or liabilities of any Contractor or the Council under this PMMA. The dispute resolution procedures contained in other Articles of this PMMA are not applicable to matters covered by this Article.*

*It is further understood that this PMMA 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 PMMA. 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 PMMA.*

*This PMMA 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 PMMA 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 PMMA, TVA and the Council agree on the following method of establishing the prevailing rate of wages for work performed under this PMMA. 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 the prevailing basic wage rate for work under this contract is the rate that is established for power construction work pursuant to the procedure established in the CPA. (LRS-48.3)*

*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 PMMA. 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 PMMA.*

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 PMMA, it will negotiate an Agreement with the Council along the lines of this PMMA (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 PMMA in all matters arising thereunder, in the negotiation and execution of any amendments to PMMA, and in the negotiation of any wages and monetary fringe benefits as required under this PMMA.*

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 PMMA. Under this Article, this PMMA will be required in all covered contracts executed through May 31, 2021 (LRS-72.1). 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 PMMA 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 PMMA and authorize the Council, through its designated representative, to execute, administer, and make revisions to this PMMA. Revised effective June 1, 2016. (LRS-72.5)*

### **2.27.1 Scope and Overview**

This article defines the mutual agreement between TVA, the Tennessee Valley Trades and Labor Council (Council), and Contractors regarding the application of the Project Maintenance and Modification Agreement (PMMA). It outlines:

- When and to whom the PMMA applies,
- Procedures for dispute resolution,
- Wage and fringe benefit standards,
- Council representation,
- TVA's rights to self-perform work, and

- Agreement duration.

TVA's participation in this PMMA does not establish joint employer status with any contractor or subcontractor, and it assumes no contractual liabilities on their behalf.

### **2.27.2 Thresholds and Exceptions**

This PMMA applies to maintenance and modification contracts (Table 1.1):

- **Over \$250,000** for TVA's Fossil, Nuclear, Gas, and Hydro facilities.
- **Over \$350,000** for all other TVA organizations.

The PMMA does not apply to:

- Contracts at or below the above thresholds, or
- Work defined as **Specialty Contracts** under Article VI.

TVA must notify the Council before awarding any contract **exempted** from this PMMA. If the Council disputes the exemption:

- The Council must respond within **three workdays**.
- If unresolved, the dispute may be appealed to a **jointly selected arbitrator**, chosen from a pre-approved list via alternate striking.
- The arbitrator will hold a hearing within **ten calendar days** and render a decision within **24 hours** of the hearing's close.
- Written opinions, if requested, will be issued within **15 days** but will **not delay enforcement** of the award.

### **2.27.3 Thresholds and Exceptions – Common Questions**

1. **What are the PMMA thresholds for a subcontractor?** Labor costs greater than \$100,000 per Article I.
2. **Can there be multiple sub-contracts?** Yes. But cannot circumvent the basic intent of the agreement.

3. **What is the PMMA threshold for Gas? Subcontractor and Signatory. Where is the supporting Language?** Signatory: Greater than \$250,000, which includes the equipment, tools, and labor used to perform the work of plant maintenance and modification per article XXVII:2. Subcontractors labor cost greater than \$100,000 per Article I.
4. **What is the PMMA threshold for Coal? Subcontractor and Signatory. Where is the supporting Language?** Signatory: Greater than \$250,000, which includes the equipment, tools, and labor used to perform the work of plant maintenance and modification per article XXVII:2. Subcontractors labor cost greater than \$100,000 per Article I.
5. **What is the PMMA threshold for Hydro? Subcontractor and Signatory. Where is the supporting Language?** Signatory: Greater than \$250,000, which includes the equipment, tools, and labor used to perform the work of plant maintenance and modification per article XXVII:2. Subcontractors labor cost greater than \$100,000 per Article I.
6. **What is the PMMA threshold for Nuclear? Subcontractor and Signatory. Where is the supporting Language?** Signatory: Greater than \$250,000, which includes the equipment, tools, and labor used to perform the work of plant maintenance and modification per article XXVII:2. Subcontractors labor cost greater than \$100,000 per Article I.
7. **What is the PMMA threshold for Transmission? Subcontractor and Signatory. Where is the supporting Language?** Signatory: Greater than \$350,000, which includes the equipment, tools, and labor used to perform the work of plant maintenance and modification per article XXVII:2. Subcontractors labor cost greater than \$100,000 per Article I.
8. **What is the PMMA threshold for facilities e.g. COC? Subcontractor and Signatory. Where is the supporting Language?** PMMA does not apply. The Office Supplemental Agreement applies. Signatory: Greater than \$500,000 for labor, and the equipment and tools used to perform the work of facilities construction, maintenance and modification per **LRS-54 6.B.** Subcontractors with labor cost greater than \$100,000 per Article I.

9. **What work is excluded from the PMMA Subcontractor and Signatory? Where is the supporting Language?** As stated in Article VI and LRS- 54-6A, warranty work, specialty work, shoreline restoration/stabilization, right-of-way is excluded in the parameters above.
10. **Where is the guidance found for subcontractors/general contractors that fall under threshold?** 1851 Package. The 1851 Package does not mean non-union labor. The purpose of 1851 is compliance with Section III of the TVA act- nothing less than the prevailing wage.

**Threshold Clarification:** Work Scope Example: A TVA plant is having the heating and air, with all ducts and components removed and replaced. Which agreement does this fall under?

If the work is performed in an area tied to plant generation, it would fall under the PMMA. All other work would be covered by the CPA-S. If work is under threshold, the contractor must at the least comply with the applicable 1851 package.

#### **2.27.4 TVA's Right to Self-perform Work**

TVA reserves the right to:

- **Self-perform** any portion of covered work, or
- **Directly contract or purchase** required services or materials.

In such cases, TVA will negotiate a separate agreement with the Council that reflects TVA's status as a **federal agency**, and the work will be performed under that separate agreement.

**TVA Self-Performance:** Example includes TVA's own **Transmission Construction** crews or **Power Service Shops** staff performing tasks otherwise covered by PMMA.

#### **2.27.5 Council Representation**

The Council will appoint a **designated representative** empowered to:

- Bind the Council and all its affiliated Unions,
- Execute amendments,
- Negotiate wages and fringe benefits under this PMMA.

## **2.27.6 Terms and Renewal**

This article applies to contracts awarded under request for proposal bids or offers issued on or after the date of execution. The PMMA remains in effect through May 31, 2031, per LRS-73.1, and renews year-to-year thereafter unless either party gives 60 days' written notice of termination. Execution is deemed effective on the latest date signed by any party.

## **2.27.7 Additional Dependencies and References**

This article is supported by LRS-73 (terms and renewal), LRS-48.3 (wage procedures), LRS-72 (reporting pay, direct deposit), and LRS-70 Power Service Shops.

## **2.27.8 Pre-Jobs**

### Overview and Definitions

- Defined in Article III.C, ARTICLE XXVII.2, Signature and Required Notice Form (attached), Pre-job agenda (attached).
- The Pre-Job process requires all Contractors signatory to the Project Agreement 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.
- Signatory is a key term. The requirements for contractors to become signatory to the contract are explained in detail in the threshold's definitions, and briefly at the bottom of this document in a chart. If the project/contract does not meet the pre-job threshold requirement contractors are not prevented from following the pre-job steps it is just not required.
- Contractors and the Hourly Council are responsible for the Pre-jobs process. Contractors, who are signatory, must fill out the signatory and required notice form.
- Labor Relations is informed during the process and has responsibility in resolving conflicts of which Agreement is applicable for performing work.

Pre-jobs can be held in person or virtually.

## 2.27.9 Pre-Jobs – Common Questions

1. Is this article dependent on any other articles, forms or LRS's? Yes.
  - Article VIII, LRS 48.12, Article II.P, LRS 54.9: Work assignment and the jurisdictional dispute process. The contractor during the pre-job explains the scope of work, work schedule for overtime purposes, payday, agreement the project will be working under, and what craft the work will be assigned to. Jurisdiction disputes are handled by the TTVLC by a defined process, and are excluded from arbitration, JAC, or any other procedure in the project agreement with the exception of Article II.L.
2. What are some examples of projects requiring a pre-job.
  - A subcontractor has been approved for a project which the anticipated labor cost is expected to exceed \$100,000.
  - A general contractor working at Cumberland Fossil Plant is approved for a project with a cost of \$250,000 which includes the equipment, tools, and labor used to perform the work of plant maintenance and modification per article XXVII:2.
  - A generator suffers severe damage, and work is declared an emergency. As soon as discovery is complete and a work scope is identified that meets the requirements for a pre-job, a pre-job is conducted. There may be multiple pre-jobs during this process if additional scopes of work are identified that require craft that were not included in the previous pre-job. The designated Labor Relations representative will inform the administrator of the council and discuss the need for a pre-job case by case in these circumstances.
3. What are some examples where a pre-job is not required.
  - Projects that are below thresholds.
  - Contractor awarded work to a specific craft during the pre-job and needs to add staffing of that specific craft during the project. Contractor may also find the work does not need the number of a specific craft identified during the pre-job.

4. Is there any room for multiple interpretations of the articles?
  - Yes, there has been confusion of roles and responsibilities of parties as it applies to the pre-job process. The language is clear on responsibilities. The pre-job responsibilities are designated to the Contractor and TVTLC, Labor Relations role is to ensure that the applicable agreement is followed and be consulted as needed during the process.
  - Pre-jobs can be executed after work has started, example being emergency work that will last for an extended period of time. If a generating asset has an emergent issue, after the scope of work is identified and work meets the signatory requirement the contractor may be required conduct a pre-job. Designated Labor Relations employee should be contacted. If a pre-job is conducted and a craft other than the one currently performing the work is awarded the work, the transition will be conducted in a way that impacts the project minimally. It may take days or weeks to fully comply with the pre-job assignment. This transition plan will be discussed during the pre-job, and the designated Labor Relations employee is the point of contact for concerns from the council during the transition.
5. **Are there any exemptions that are present here?** No, the language is clear on what is exempt.
6. **What is the right answer? Why?** General knowledge of the agreements and understanding of thresholds that determine a contractor being signatory, and the contractor's responsibility after becoming signatory. It is not the TVTLC role to contact the contractor on requesting a pre-job. All such matters shall be requested through the designated Labor Relations employee.
7. **What is the challenge process?** Jurisdictional disputes should follow the NABTU process, and other issues are handled by contacting the designated Labor Relations employee.

### **2.27.10    Warranty Work**

Scopes of work that associated with warranties align with the 'Specialty' definition.

Work that is performed under the original manufacturer's warranty have been excluded from the PMMA if they are under the terms of emergent, specialty, or normal industry/manufacturer contract language. E.G. new car warranty.

Warranty work conducted beyond the original manufacturers' warranty should follow the PLA's. Warranty work occurring within the original warranty are encouraged to utilize local union crafts for primary, or supplementary labor, but not required.

Even if work is excluded and covered under warranty, there could be adjacent scopes of work, E.G. disassembly and reassemble that align with the PMMA. Service agreements are not exempt from the PLA's.

1. Is warranty work excluded from the agreement if TVA is not supplying funding?
  - Depends, the contractor or company performing the scope of work in most cases must comply with applicable PLA's. TVA must not be harmed, if issues arise involving warranty work that may harm TVA, LR will discuss with council administrator. E.G. The manufacturer includes a one-year warranty with purchase, part of that warranty specifies employees specially trained to the manufacturer's equipment perform the maintenance during the warranty length. E.G. New car warranty.



## CHAPTER 3. 1851 PACKAGE

The 1851 package is instructions intended for contractors and their subcontractors performing *trades and labor* work not covered by one of the Project Agreements. A link to the latest version of the 1851 package is located on TVA's Website: <https://www.tva.com/information/supplier-connections/documents-referenced-clauses>.

### 3.1.1 Overview

1851 covers work that is not governed by the PMMA, CPA, and CPA-S

Contractor and subcontractor are required to pay not less than prevailing wages and fringe benefits set forth in exhibit A-wage schedule, and exhibit S-1 Wage Schedule.

Exhibit A - Wage Schedule covers construction of new generation capacity or transmission facilities, or maintenance and modification of existing generating plants or transmission facilities.

Exhibit S-1 – Wage Schedule covers construction, maintenance, modification, or additions to offices, other buildings, or facilities. Questions regarding application of these exhibits should be directed to your Contract Officer.)

The 1851 instructions defines the following.

- Apprentice classifications;
- Classification rates of pay. Classifications not covered in exhibit A, and exhibit S-1 must be approved by Labor Relations designee. No charge for food, gasoline, supplies, repairs, or equipment rental shall cause any deduction from the minimum amounts due to be paid to an individual performing work under this contract;
- Multiple shifts, shift change notifications, and hours per shift;
- Overtime;
- Payroll documentation requirements;
- Fees. Employees are not to be charged a fee to work on the project;
- Fringe Benefits cannot be paid directly to employees, or for the contractors/subcontractor's benefit;

- Tools. Employees will not be charged for tools used in performing the employees respective duties;
- Employees are permitted to lodge, board, and trade where they elect. Contractor will not require otherwise;

### **3.1.2 Common Questions**

**Are these labor provisions dependent on any other articles or LRS's?** Yes. PMMA, CPA, CPA-S requirements. If contract meets the requirements of any of these agreements, they are to be followed.

**Does anything contradict this article?** No

**Are there multiple interpretations of this article?** No

**Are there any exemptions that are present here?** No

**What is the right answer? Why?** 1851 covers work that does not fall under the requirements of the PMMA, CPA, and CPA-S, but ensures compliance with the TVA act.

What is a real-life example where this article comes into play? What are the nuances if any?

Are there any misinterpretations that could come into play? Work that does not meet PMMA, CPA, CPA-S requirements are covered in the 1851 package.

**Where is the work week guidance to base overtime and the schedule off for 1851?**

Especially pertaining to prevailing wage employees. Hours worked in excess of 40 hours are paid at 1.5x the appropriate rate of pay. Employees are paid 2x the appropriate rate of pay who work on the seventh day and holidays specified in the agreement.

**What are the responsibilities of a non-union contractor under the threshold of the local unions?** They can choose to work under the agreements, but if they choose not to they must comply with the 1851 package.

**What makes 1851 different from the CPA and PMMA?** 1851 package primarily covers prevailing wage.

**What work is covered under 1851, e.g., fabrication of piping off-site that will be used exclusively on a TVA project?** Roadwork on top of a TVA dam that is owned and being

performed by the state, but TVA is providing part of the funding? Fabrication of pipe off-site is not covered in any of the TVA agreements or packages. State owned roads are excluded from the agreements, unless TVA is overseeing part of the work.

## CHAPTER 4. LABOR RELATIONS SUPPLEMENTS

Note: This chapter reflects active Labor Relations Supplements (LRS) only. Inactive LRS have either been superseded by agreement language or cancelled altogether. Electronic copies of LRS in its entirety can be located on TVA's Web site: <https://www.tva.com/information/supplier-connections/documents-referenced-clauses>

### **LRS 2 - (Effective July 26, 1991)**

*Limitations Placed Upon the Arbitrator Relative to Jurisdictional Issues - Project Maintenance and Modifications Agreement and the Supplement To The Construction Project Agreement Covering Office Construction and Modification Work*

This LRS focuses on arbitrator limitations on jurisdictional issues. However, all references related to the PMMA have been superseded by LRS-48.14 and LRS-54.9. Therefore, the LRS-2 only applies to the CPA-S.

### **LRS 3 - (Effective July 30, 1991)**

*Article II:C of the Construction Project Agreement and the Project Maintenance and Modifications Agreement*

LRS-3 clarifies that a contractor can employ a limited number of individuals who are familiar with the facility, the work to be performed, TVA's and/or the contractor's practices and way of doing business to ensure continuity of work; and/or to employ individuals with special skills. These actions can occur whether or not the local has qualified candidates.

### **LRS 4 - (Effective December 9, 1991)**

*Staffing of Work Under the Project Maintenance and Modifications Agreement  
(Article II:K)*

This LRS describes the difference between contractor-managed (also known task managed) and TVA-managed (also known as staff augmented) employees. LRS-4 also outlines the responsible party(ies) directing work and determining property staffing. In addition, this LRS allows TVA to staff augment non-annual council craft as determined by past staffing practices.

**LRS 5 - (Effective December 18, 1991)**

*Wage Determinations and voluntary United Way contributions*

LRS-5 defines the practice of establishing prevailing wages to prevent challenges to the Department of Labor. United Way voluntary contributions are also discussed.

**LRS 16 - (Effective November 24, 1992)**

*Letter of Agreement on Apprenticeship Programs*

This LRS provides guidelines for apprentice programs along with rights and responsibilities for TVA, unions, and contractors. LRS-16 directs contractors to utilize the apprentice programs and sets the guidelines for monthly payment to apprenticeship funds.

**LRS 17 - (Effective June 21, 1993)**

*Incidental Work, Maintenance, and Office Work*

Only a portion of this LRS is active. The active portions 1) provide guidance in differentiating the types of work covered under the various contracts; and 2) define non-incidental work. All references to pay have been superseded by LRS-48.

**LRS 21 - (Last Revision January 1, 2008)**

*Project Agreement Apprenticeship Programs Authorized to Receive Contributions from TVA Contractors*

LRS-21 is a list of local unions and their physical addresses. Contractors are to send apprenticeship funds to these addresses. LRS-16 provides the rules regarding authorization.

**LRS 24 - (Effective March 21, 1994)**

*Project Agreement Rates of Pay*

LRS-24 establishes compensation rules. Contractors performing work under a 'cost-plus contract' must obtain approval from Labor Relations prior to offering compensation above the designated total wage package. Contractors performing work under a 'fixed and/or firm price contract' may elect to offer compensation above the total wage package without obtaining authorization from Labor Relations.

**LRS 25 - (Effective April 21, 1994)***Supplemental Agreements and Understandings – Foreman Rates of Pay*

LRS-25 provides compensation guidance when foremen are supervising a multi-craft crew. At times, foremen may supervise craft(s) with higher wages than the foreman. The foremen are to be paid wages at their craft scale — **not** wages of the craft(s) with a higher scale.

**LRS 26 - (Effective April 21, 1994)***Definition of First, Second, and Third Shifts*

LRS-26 defines first, second, and third shifts.

**LRS 27 - (Effective May 11, 1994)***Political Action Committees*

LRS-27 clarifies the process for voluntary contributing to political action committees.

**LRS 32 - (Effective March 6, 1994)***First Aid and Safety*

LRS-32 applies if an employee is injured on the job. Under this rare circumstance, LRS-32 outlines the hours of pay the employee shall receive for doctor visits.

**LRS 35 - (Last Revision December 15, 2022)***Project Agreement Job Classifications / Job Descriptions*

LRS-35 is the permanent location for all present and future communication for Project Agreement job classifications/job descriptions. As new or revised job classifications/job descriptions occur, LRS-35 will be updated to add an attachment covering the new job classification/job description with a revised table of contents.

**LRS 39 - (Effective January 26, 1996)***Wage Rates and Paydays – Computations of fringe benefit contributions*

LRS-39 provides guidance on payments to local union health, welfare, and pension funds.

**LRS 40 - (Effective December 20, 1996)**

*Temporary Interruption of Work (Dogoff/Furlough)*

This LRS provides clarification on temporary interruption of work, dogoff, and furlough.

Guidance is also provided should TVA withdraw work from a contractor.

**LRS 41 - (Lastest Revision December 14, 2018)**

*Boilermaker Mobilization Optimization Stabilization and Training Fund (MOST)*

LRS-41 outlines participation in the MOST program along with associated contributions.

**LRS 47 - (Last Revision January 30, 2003)**

*Laborers' International Union of North America's Training Fund(s)*

LRS-47 outlines participation in the LIUNA training program and associated contributions.

**LRS 48 - (Effective June 1, 2000)**

*Revisions to the PMMA, CPA, and CPA-S*

LRS-48 established PMMA wage rates the same as CPA, and CPA-S wage rates are 95% of the PMMA and CPA wage rates. This LRS also provides guidance on augmentation wage rates, coinciding work schedules, layoff-payoff, job steward retention, jurisdictional disputes, joint administrative committee, system wide skills, pre-job conferences, and commercial (CAP-S) wage survey process.

**LRS 50 - (Effective February 13, 2001)**

*Augmentation – Construction Project Agreement*

LRS-50 states that the augmentation of trades and labor employees under the Construction Project Agreement is limited to Transmission Construction.

**LRS 51 - (Effective February 13, 2001)**

*Zone Overtime – Off Days on 4-10 Schedule*

The off-day overtime rate for the Construction Project Agreement is different than the Project Maintenance and Modification Agreement. LRS-51 explains these nuances.

**LRS 52 – (Effective May 8, 2003)**

*Mediation – Grievance Procedure*

LRS-52 allows for the use of a mediator in the grievance process.

**LRS 54 - (Effective September 1, 2004)**

*OSHA Training Requirements*

LRS-54 establishes the requirement for OSHA 10 training to be completed prior to working on TVA projects.

**LRS 54 - (Effective September 1, 2005)**

*Revisions to the PMMA, CPA and CPA-S*

LRS-54 established overall agreement extension and provided guidance on the following: portability among certain TVA sites, Hydro Power Mobile Maintenance, call by name, overtime attendance agreement, shoreline and rights-of-way exclusions from the agreements, Helmets to Hardhats, Building and Construction Trades Department Voluntary Withholding, and PMMA Jurisdictional dispute guidance.

**LRS 54 Attachment A - (Effective September 1, 2005)**

*Mandatory-Eight/Ten Straight-time Attendance Agreement*

LRS-54 Attachment A allows for impacts to overtime compensation for employees with unexcused straight-time absences. Attachment A-1 clarifies the maximum number of unexcused absences allowable prior to termination actions.

**LRS 55 - (Effective November 1, 2005)**

*Mobile Maintenance Crews*

LRS-55 established staffing guidance and limitations for mobile maintenance crews within Nuclear and Fossil Power Group.

**LRS-56 - (Latest Revision December 30, 2024)**

*Iron Worker Management Progressive Action Cooperative Trust (IMPACT)*

LRS-56 outlines participation in the IMPACT program along with associated contributions.

**LRS 61 - (Effective June 1, 2011)**

*Revisions to the PMMA, CPA and CPA-S*

LRS-61 reflects minor adjustments to the duration of the contract.

**LRS 62 - (Effective February 1, 2011)**

*Subsistence for construction, maintenance, and modification of Transmission Facilities*

LRS-62 tied subsistence allotments to subsistence negotiations under the General Agreement.

**LRS 63 - (Effective May 10, 2011)**

*Contractor change during same scope of work*

LRS-63 clarifies specific wording in Article III: Union Security and Referral, Section B. This language clarifies the process should TVA change contractors on the same scope of work.

**LRS 64 - (Effective June 1, 2011)**

*Safety Rule Violation Clarification*

LRS-64 explicitly states the 120-day work restriction when an employee is removed from TVA property for a safety rule violation.

**LRS 65 - (Various Effective Dates)**

*Grievance Procedure Step III, Craft Training and Orientation Wages, Task-Managed and Augmented Work, Overtime for Augmented Craft*

Grievance Procedure, Step III: LRS-65 added language that directs grievances requiring interpretation of the agreements to the VP of Labor Relations and the Council Administrator prior to completion of Step III.

Craft Training and Orientation: LRS-65 clarified the number of hours and wage schedules for the various types of initial orientation and required training.

Task-Managed and Augmented Work: LRS-65 provides definition clarification on these two types of employees along with the associated wage schedules.

Overtime for Augmented Craft: LRS-65 clarifies the first off-day during specific shift schedules.

**LRS 66 - (Effective November 29, 2011)***Incentive for early completion of Nuclear in-processing requirements*

LRS-66 creates incentives and bonus' for employees successfully completing specific training requirements prior to designed hire-in dates. Contractor, referring Union, and TVA responsibilities are outlined. This LRS also establishes expectations for contractor notification of staffing needed before CIP start date, and referral timeline guidelines for the referring union.

**LRS 67 - (Effective January 22, 2014)***Commitment to Work Safely*

LRS-67 established the Tri-Lateral Safety Alliance (TLSA) for PMMA projects. The LRS also reiterated safety expectations and identified roles and responsibilities for TVA, Union, and contractor employees.

**LRS 68 - (Effective January 1, 2012)***Helmets to Hardhats Program*

LRS-68 directs contractors to allocate certain contributions to the Helmets to Hardhats Program.

**LRS 69 - (Effective January 22, 2012)***Assignment of augmented work*

LRS-69 clarifies the augmented craft assignment of work and grievance process.

**LRS 70 - (Effective April 13, 2015)***Power Service Shops Initiatives*

LRS-70 allows the Power Service Shops to pay the managed-task wage scale to augmented employees. This LRS and it's addendums also provide guidance for subsistence allowances to Power Service Shops and Regional Maintenance employees.

**LRS 71 - (Effective March 30, 2015)***Iron Workers Rigger Training Program Equivalency(ies)*

LRS-71 outlines participation in a dedicated Iron Worker rigging training program and associated training equivalencies.

**LRS 72 - (Effective June 1, 2016)**

*Revisions to the PMMA, CPA and CPA-S including direct deposit and reporting pay*

LRS-72 requires employees to utilize direct deposit when offered by the contractor. In addition, this LRS clarifies expectations around reporting pay.

**LRS 73 - (Effective June 1, 2021)**

*Extends PMMA, CPA and CPA-S until 2031*

LRS-73 extends the effectiveness of the PMMA, CPA, and CPA-S through May 31, 2031, with certain sub-sections of the agreements effective through November 30, 2031. This LRS also establishes the Labor-Management Cooperation Committee and the contribution requirements for the TVA Project Labor Agreements Labor-Management Cooperation Committee Trust.

**LRS 74 - (Effective December 9, 2020)**

*Power Service Shops performing work outside the Valley*

LRS-74 provides guidance when the Power Service Shops performs work outside of the Valley. The LRS specifies that local crafts are employees of a contractor signatory to the PMMA. Also, guidance on wages and benefits is summarized.

**LRS 75 - (Effective December 20, 2022)**

*Payday*

LRS-75 establishes payroll timeliness expectations and penalties. ‘

**LRS 76 - (Effective May 30, 2023)**

*e-Onboarding*

LRS-76 allows for electronic onboarding and awarding of stipends under specific circumstances.

**LRS 77 - (Effective January 1, 2024)**

*Apprentice Utilization*

LRS-77 fosters productive and sustainable pipelines for apprenticeship programs by establishing apprentice utilization ratios and compensation expectations.

**LRS 78 - (Effective January 3, 2024)**

*Career Pipelines*

LRS-78 creates a career pipeline for individuals graduating from apprenticeship readiness programs.

**LRS 79 - (Effective February 6, 2024)**

*Step Up Agreement*

LRS-79 creates an allowance for inter-craft support when local union halls are unable to provide requested labor. Under this LRS, other TVTLC craft unions can be referred to fill a staffing request that cannot otherwise can't be filled. This LRS does not set a precedence, and the contractor is the sole judgement of qualifications.

**LRS 80 - (Effective January 29, 2025)**

*Welding Incentive*

LRS-80 establishes guidelines for providing an incentive to employees when performing certified tasks such as certified welding, X-Ray or Volumetric welding.

**LRS 81 - (Effective January 20, 2024)**

*Labor Management Cooperation Conference*

LRS-81 establishes compensation contributions to the LMCC.

**LRS 82 - (Effective January 28, 2025)**

*Asbestos Abatement*

LRS-82 establishes guidelines for providing an incentive to employees when performing asbestos abatement work.

**LRS 83 - (Effective December 10, 2024)**

*Millwright Certification*

LRS-83 establishes guidelines for providing an incentive to employees with Nuclear Millwright Apprentice Program certification when performing work at nuclear sites.

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## CHAPTER 5. KEY STAKEHOLDERS

Key stakeholders in the project labor agreements are contract technical steward, contractor oversight representative, Supply Chain, Contractor, Labor Relations, and the Tennessee Valley Trades Labor Council.

	Role & Responsibilities Description	CTS/COR	Supply Chain	Contractor	Labor Relations	Unions
Pre-Award	Request Work (Work Order, Purchase Requisition)	R	C	I	I	I
	Review Work request & Project Labor Agreement	A	R	I	C	C
	Review assertions of "Specialty Work" and determine if Work requires specialized knowledge, skills, or equipment operation not normally possessed by the craft and referable out to Union halls.	C	A	C	A,R	C
Award	Communicate "Specialty Work"	I	R	I	R	I
	Execute contract and obtain PLA	I	R	R	I	I
	Request & Schedule a Pre-job Conference (Labor Union Conference)	I	I	R	C	C
Post Award	Conduct Pre-job Conference (Labor Union Conference)	C	C	R	R	R
	Manage Web Contractor Security System (WCSS)	A	A	R	I	I
	Submit & retain Weekly Statement of Payroll	I	R	R	I	I
	Contribution Compliance	I	A	R	C	C
	Access Control	A	C	R	I	I
	Required Training	A	C	R	I	I
	Project Labor Agreement Questions	I	R	I	R	C

Key	
R	Responsible: Who is responsible for doing the actual work for the task.
A	Accountable: Who is accountable for the success of the task and is the decision-maker.
C	Consulted: Who needs to be consulted for details and additional info on requirements
I	Informed: Who needs to be kept informed of major updates.

Note: Labor Relations has the responsibility of communications with Union Partners.

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## CHAPTER 6. AUTHORS

### **David Beckler**

Position: Administrator, Trades and Labor Council for Annual Employees of TVA. Union-perspective and historical views on language and agreement interpretations.

Involvement: Author

### **Jerry Payton**

Position: Owner-perspective and historical views on language and agreement interpretations

Involvement: Author

### **Jim Springfield**

Position: Contractor-perspective and historical views on language and agreement interpretations

Involvement: Author

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## CHAPTER 7. LITERATURE CITED

Tennessee Valley Authority. 2018. *Construction Project Agreement for work performed for the Tennessee Valley Authority.*

Tennessee Valley Authority. 2018a. *Project Maintenance and Modification Agreement for work performed for the Tennessee Valley Authority.*

Tennessee Valley Authority. 2024. *Instructions, 1851 Package.*

Tennessee Valley Authority. 2025. *Labor Relations Supplements.*

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## **GLOSSARY**

Definitions of common terms used throughout this guide.

**Apprentice (nonjourneymen):** A worker indentured into a program of training and work to gain experience needed to become an journeyman craft through testing and on-the-job training.

**Augmented worker:** A worker working under the supervision of TVA management.

**Fringe Benefits:** Each wage exhibit will have an appropriate job classification wage rate, fringe benefit breakdown per union, an applicable footnote designation. All of these added together represent the total wage package. E.G. Insurance, local pension, national pension, etc. Local unions are allowed to move adjust the amount of money going into the fringe benefits, but they cannot exceed the total package, and must be provided to TVA labor relations and the contractor in writing.

**Furlough/Dogoff:** Process allowing employer to retain employee until work becomes available for a specific timeframe without requiring normal referral process to be utilized.

**Grievance:** A process wherein a worker and his representative work at resolving an contractual issue.

**Job Site Representative:** A worker appointed to communicate with TVA, Contractor and the respective crafts on the job site in relationship to dealing with issues and safety.

**Jurisdictional dispute:** A dispute between two craft unions on which craft should be performing a specific job/work on a specific project.

**Labor cost:** includes hourly wages and benefits of craftworkers for the project.

**LRS:** Labor Relations Supplement. Used in concert with PMMA and CPA that outline understanding and agreements between the parties of TVA and the TVTLC. Can be found at <http://suplier.tva.gov>

**On the job injury (OJI):** Injury that occurs while on the job as task managed or augmented worker must be handled in the same manner. Contractor is responsible for the entire process.

**Referral:** Process of contractor notifying respective craft of needed manpower and official form utilized to send the craft to employers' property for employment.

**Steward:** A worker who represents a respective group of craft workers.

**Sub journeymen (nonjourneymen):** A worker not indentured into a program of training and experience to gain knowledge needed to meet craft journeyman level through testing and on-the-job training. Often in a pre-apprentice status.

**Task Managed worker:** A worker working under the supervision of the contractor.

**TVTLC:** Tennessee Valley Trades and Labor Council. A labor council consisting of 16 International Unions that is headed by an Administrator with authority to bind all 16 crafts to the agreements.

**Threshold:** The specific dollar value limit of a project or scope of work to be performed.

**TVA Act:** The federal law governing mission, scope and wage requirements on TVA property. The Tennessee Valley Authority conducts a unified program of resource development for the advancement of economic growth in the Tennessee Valley region. The Tennessee Valley Authority (TVA) is a wholly owned Government corporation created by act of May 18, 1933 (16 U.S.C. 831-831dd).

**Union dues/assessments:** Money paid and authorized by the worker to be forwarded to his/her respective local union from worker's pay.

**Wage Schedules:** Exhibit A is for task managed employees working under the CPA, PMMA agreements, and the 1851 package. Exhibit C is for staff augmented employees working under TVA supervision (exception is the PSS see LRS-70). Exhibit S-1 is for task managed employees working under the CPA-S agreement, and the 1851 Office Supplemental. All Exhibits have footnotes that apply as appropriate.

**Work scope:** The specific tasks deliverables, and timelines for a project , outlines what a project entails and what is expected from the involved parties, as defined in the commercial contract between TVA and the contractor.