

# INSTRUCTIONS

## 1851 PACKAGE

**Scope:** *These instructions are intended for contractors and their subcontractors performing **trades and labor** work not covered by one of the Project Agreements. See “How to Select Wage Packages.”*

### **I. GENERAL PROVISIONS THAT APPLY TO ALL CONTRACTORS AND THEIR SUBCONTRACTORS**

- **Weekly Statement of Payroll Compliance**

All contractors and their subcontractors are required to complete and submit a Weekly Statement of Payroll Compliance (form TVA 916). This form must be submitted weekly, without exception, in compliance with Part 3 (29 CFR Subtitle A). Each contractor and subcontractor is reminded, as required by the above CFR, to preserve this weekly statement, along with payroll records for a period of three years from the date of completion of this contract. The contractor and subcontractor are reminded that they must be prepared to submit these payroll records upon request of representatives of TVA.

- **Contractor Security**

All contract employees are subject to TVA Personnel Security Policy requirements as a condition of employment. Contractor agrees to verify that their employees are eligible to work in the United States. All contractors working at TVA are required to have a valid social security number (SSN), which must be provided at the request of designated TVA representatives.

Contractors are required to check **all** of their employees and **all** employees of their subcontractors through TVA’s Web-based Contractor Security System (WCSS) before permitting them to work on a TVA site. This action ensures their employees and subcontractors have current fingerprints on file and prevents contractor employees who have been denied access or who were terminated for cause from gaining access to a TVA worksite. If contractor employees do not have a current fingerprint on file, they must be fingerprinted at a TVA designated location before going to work on a TVA site. For instructions on accessing WCSS, see the attached document entitled “Web Contractor Security System Instructions.”

Contractors are also required to report employees and subcontractor employees who quit, are discharged, or have health and safety violations (positive drug tests tampering/refusal) to TVA Police Personnel Security so that restrictions can be entered in accordance with the project labor agreements. This must be done immediately at the time of termination utilizing WCSS.

**Non-compliance with the above requirements by any contractor company may be considered grounds for adverse action including termination of the contract and/or non- consideration for future contracts.**

- **Access Control**

Upon accepting a contractor for non-nuclear unescorted access, TVA may provide a site ID, photo ID card, and/or an access control card for the individual. All ID and access cards remain TVA property and each must be returned to TVA by the contractor immediately when the contractor employee no longer requires access--no later than completion of work. Failure to return the cards will cause TVA to incur increased security vulnerability and administration expenses. Contractor therefore agrees, for each unreturned card, to reimburse TVA as liquidated damages in the amount of \$30 per photo ID and \$35 per access control card. TVA may enter restrictions into the Contractor Security System for individuals whose cards are not returned.

- **Required Training – 10-Hour OSHA Training Course**

Effective September 1, 2004, every trades and labor person employed by any contractor or subcontractor performing TVA work on TVA properties will be required to have successfully completed a 10-hour OSHA training course prior to beginning work. All such persons will be required to present evidence that they have completed this training prior to their assignment to perform TVA work.

- **TVA 1851**

This document is self-explanatory and establishes requirements on each contractor regarding such subjects as wages, classifications, work schedules, payroll records, benefits, and labor cost adjustments.

**II. EXHIBIT A - WAGE SCHEDULE IS TO BE INCLUDED IF THE CONTRACTOR'S OR SUBCONTRACTOR'S WORK IS EITHER**

- **Construction at a new or existing plant site directly related to the construction of new generating capacity or transmission construction and/or**
- **Maintenance, renovation, modification, addition, and or/repair to existing plants and transmission facilities**

- **Exhibit A - Wage Schedule**

The wages and fringe payments listed in this document are the total of payments that should be made for each classification, except that monies within the wage package can be moved between wages and fringes so long as the total of the wage package remains the same. Each contractor and its subcontractors are required to post a copy of this wage schedule at each job site for all of their trades and labor employees. This wage schedule should be posted in a visible location (bulletin boards, etc.) where employees pass by not less than once per month.

**III. EXHIBIT S-1 - WAGE SCHEDULE IS TO BE INCLUDED IF THE CONTRACTOR'S OR SUBCONTRACTOR'S WORK IS**

- **Construction, maintenance, modification, or addition to office buildings or facilities**

- **Exhibit S-1 - Wage Schedule**

The wages and fringe payments listed in this document are the total of payments that should be made for each classification, except that monies within the wage package may be moved between wages and fringes so long as the total of the wage package remains the same. Each contractor and its subcontractors are required to post a copy of this wage schedule at each job site for all of their trades and labor employees. This wage schedule should be posted in a visible location (bulletin boards, etc.) where employees pass by not less than once per month.

## HOW TO SELECT WAGE PACKAGES

### PROJECT AGREEMENTS PACKAGES

The following thresholds do not apply to any contractors performing specialty work (see Articles V and VI). Also, transmission right-of-way clearing work and routine shoreline restoration and stabilization work (see LRS-54) and subordinate contracts for \$100,000 or less (Article I) 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>Greater than \$0 for work for Nuclear, Fossil, &amp; Hydro</li> <li>Greater than \$350,000 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)	<ul style="list-style-type: none"> <li>Contracts greater than \$500,000 (otherwise see 1851 with Exhibit S-1)</li> </ul>
Project Maintenance and 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>Greater than \$350,000 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 VI of the Project Agreements. If there are questions about the application of specialty work or dollar thresholds, call Labor Relations at (865) 632-7759.

\*\* Subcontracts - Project Agreement subcontractors under \$100,000 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-of-way 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 (see 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 (see LRS-54)

### 1851 PACKAGE

PACKAGES	TYPE OF WORK COVERED	THRESHOLD
1851 (with Exhibit A)	Construction of new generating capacity or transmission construction	<ul style="list-style-type: none"> <li>Less than or equal to \$350,000 for work other than Nuclear, Fossil, or Hydro</li> <li>For Nuclear, Fossil, or Hydro, see CPA above</li> <li>Construction Project Agreement subcontracts less than or equal to \$100,000</li> <li>Specialty work</li> <li>Shoreline restoration/stabilization work</li> </ul>
	Maintenance and modification of existing generating plants and transmission facilities	<ul style="list-style-type: none"> <li>Less than or equal to \$250,000 for work for Nuclear, Fossil, and Hydro</li> <li>Less than or equal to \$350,000 for work other than Nuclear, Fossil, or Hydro</li> <li>Project Maintenance and Modifications Agreement subcontracts less than or equal to \$100,000</li> <li>Specialty work</li> <li>Shoreline restoration/stabilization work</li> </ul>
1851 (with Exhibit S-1)	Construction, maintenance, modification, or addition to offices, other buildings, or facilities	<ul style="list-style-type: none"> <li>Contracts less than \$500,000</li> <li>Construction Project Agreement – Supplement subcontracts less then or equal to \$100,000</li> <li>Specialty work</li> <li>Shoreline restoration/stabilization work</li> </ul>

### AUGMENTATION PACKAGE

PACKAGE	TYPE OF WORK COVERED	THRESHOLD
Augmentation	Contractor craft personnel provided to augment TVA's annual work force	<ul style="list-style-type: none"> <li>Greater than \$0 for all TVA organizations</li> </ul>

### RIGHT-OF-WAY CLEARING AND MAINTENANCE PACKAGE

PACKAGE	TYPE OF WORK COVERED	THRESHOLD
Right-of-Way Clearing and Maintenance	Transmission Right-of-Way Clearing and Maintenance Work	<ul style="list-style-type: none"> <li>Greater than \$0</li> </ul>

## Weekly Statement of Payroll Compliance

Contractor's Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_ Release No. \_\_\_\_\_

Payroll week commencing on the \_\_\_\_ day of (mm/yyyy) and ending on the \_\_\_\_ day of (mm/yyyy).

### Instructions to Contractor/Subcontractor

1. The Weekly Statement of Compliance must be filled out by the contractor or subcontractor named above or by his/her authorized representative.
2. The original Weekly Statement of Compliance must be submitted within seven days after the regular payment date of the payroll period identified above to TVA's Contract Officer.

I do hereby state:

(1) That I pay or supervise the payment of the persons employed by the above-named contractor or subcontractor for the payroll period identified above and that all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made directly or indirectly to or on behalf of the above-named contractor or subcontractor from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c). I understand that TVA may require payrolls to be submitted at any time, and agree to provide them with this statement, if requested by TVA. If not requested at the time of this statement, I agree to provide such payrolls within three business days after TVA requests them.

(2) That any payrolls otherwise under this contract required to be maintained for the above period have been prepared and are correct and complete and provide detailed payroll information on each employee as required by the Copeland Act regulations (29 C.F.R. §§ 3.3 - 3.4 (1994); that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work the employee performed and with those classifications listed in any applicable classification determination incorporated into the contract.

(3) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 3(b) below. Where such plans, funds, or programs do not exist, an amount equal to the fringe benefit contribution will be paid in wages to each laborer or mechanic listed in the above-referenced payroll.

(b) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS OR OF PAYROLL DOCUMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
Contractor/Subcontractor

### REMINDER

**THIS WEEKLY STATEMENT OF COMPLIANCE, ALONG WITH OTHER EMPLOYEE PAYROLL RECORDS, MUST BE RETAINED BY THE CONTRACTOR OR SUBCONTRACTOR FOR THREE YEARS IN ACCORDANCE WITH FEDERAL REGULATIONS**

*Distribution: TVA's Contract Officer (This TVA Contract Officer is also to maintain these weekly statements for 3 years from date of completion of this contract.)*

## **WEB CONTRACTOR SECURITY SYSTEM INSTRUCTIONS**

TVA's Personnel Security Policy requires that contractors meet suitability criteria to work at TVA. As part of the contractor hire-in process, suppliers ensure their employees meet TVA's personnel suitability requirements by checking for restrictions and determining whether the individual has been fingerprinted. The telephonic Integrated Voice Response (IVR) system has been replaced with a web-based application, Web Contractor Security System (WCSS). Any supplier that does not have a computer with internet access will need to contact their TVA Contract Manager so restrictions can be checked for any contractors being hired. Contractor agrees to verify that their employees are eligible to work in the United States. All contractors working at TVA are required to have a valid social security number (SSN), which must be provided at the request of designated TVA representatives.

### **CONTRACTOR RESPONSIBILITIES**

- Contractor must designate a company official as the Vendor Administrator.
- Contractor is required to check **all** of their employees and **all** employees of their subcontractors through TVA's WCSS before permitting them to work on a TVA site. This action prevents contractor employees who have been denied access or who were terminated for cause from gaining access to a TVA worksite.
- Contractor is responsible for ensuring compliance with TVA's fingerprinting requirement. Utilizing WCSS, they must ensure their employees and subcontractors have current fingerprints on file or ensure they are fingerprinted at a TVA designated location before going to work on a TVA site.
- Contractor is responsible for furnishing the following information to TVA:
  - Nuclear Contractors: For nuclear contractor employees who are discharged or resign from the contractor or subcontractor while working at a TVA nuclear site, the Vendor Representative should immediately notify the applicable nuclear site Plant Access office. Plant Access will enter a work restriction into the system during the "check out" process.
  - Non-Nuclear Contractors: Vendor Representatives are required to report employees and subcontractor employees who quit, are discharged, or have health and safety violations (positive drug tests tampering/refusal) to TVA Police Personnel Security so that restrictions can be entered in accordance with the project labor agreements. This must be done immediately at the time of termination utilizing WCSS.

## **ACCESSING WCSS**

### ***Requesting User IDs***

- The Contract Manager is responsible for ensuring the Contractor completes the attached registration form which identifies a Vendor Administrator. This completed form will ensure the Contractor's Vendor Administrator receives a User ID and Password for WCSS access.
- The Vendor Administrator must check for restrictions on Vendor Representative(s) before an ID can be requested. If no restriction exists, the Vendor Administrator clicks on the box to request user ID. This box is located on the results of the restriction check screen. The Vendor Administrator will be prompted to enter demographic data for the Vendor Representative and submit the ID request to TVA Police. Once TVA Police approves the request, the Vendor Representative will receive an e-mail with their User ID and password.

### ***Contractor Roles***

#### **Vendor Administrator**

- Identifies Vendor Representatives within their company who have an official need to access WCSS to check for restrictions or report quits, discharges, positive drug tests, etc.
- Requests user IDs for accessing WCSS for their Vendor Representatives.
- Secures their User ID and password from unauthorized use.
- Notifies TVA when a Vendor Representative no longer has an official need to access the system.

#### **Vendor Representative**

- Checks **all** employees and **all** employees of their subcontractors through WCSS before permitting them to work on a TVA site.
- Ensures fingerprinting requirement is met.
- Secures their User ID and password from unauthorized use.
- Reports employees and subcontractor employees who quit, are discharged, or have health and safety violations (positive drug tests tampering/refusal) to TVA Police Personnel Security.

All information contained in this system is considered sensitive information and should be treated as such. Please ensure that access to this system is limited to specifically authorized representatives of the contractor with need-to-know requirements.

***Once you have been approved as a user in WCSS, you will receive an e-mail with your User ID and one-time password.***

**How to log on to WCSS**

- Click on the internet access link in your e-mail  
The website address is: wcss.tva.com  
**Note: Do not put www before the web site name)**
- Press enter

The following screen will appear:

<b>Contractor Security System</b>
<p><b>INTRODUCTION</b></p> <p>The use of this application is for official purposes only by authorized individuals.</p> <p>TVA's Web Contractor Security System (WCSS) was developed to replace the existing Integrated Voice Response (IVR) Contractor Security System. Suppliers are required to ensure all contractors reporting to work at a TVA facility meet TVA's suitability requirements. WCSS will allow authorized partner representatives to verify suitability by:</p> <ul style="list-style-type: none"> <li>-checking for restrictions which preclude contractors or sub-contractors from working on TVA property in accordance with the TVA contract</li> <li>-reporting all contractors who quit, are discharged for cause, test positive/refusal/tampering of a drug test in accordance with the TVA contract so restrictions can be issued.</li> <li>-identifying those contractors that need to be fingerprinted.</li> </ul> <p>This computer application is owned by the Tennessee Valley Authority (TVA), an agency of the United States. Computing resource users are individually responsible for the use of all resources assigned to them. Please be aware that information placed or sent over this system may be monitored. Use of this computer application, authorized or unauthorized, constitutes your consent to monitoring of this system. This computer application is provided to authorized users for authorized purposes only. The information contained within this system is the property of the TVA. Due to the sensitive nature of some information in this system, its contents are not to be further distributed for purposes other than TVA business without prior approval of TVA Police.</p> <p>By clicking Continue below, I accept these terms.</p>
<b>Continue</b>

- Click continue

The following screen will appear:

<b>Welcome To WCSS! Please Identify Yourself:</b>	
1) User ID:	<input type="text"/>
2) Password:	<input type="password"/>
3) Click Login Or Press The Enter Key:	<input type="button" value="Login"/>
4) <a href="#">Return To Previous Page</a>	
<b>Helpful Hints:</b>	
1) <b>DO NOT</b> use web browser's <b>BACK</b> or <b>RELOAD</b> buttons. Use buttons provided at top or bottom of page.	
2) <b>To EXIT</b> always use the <b>Logoff</b> link located on each screen and then <b>EXIT</b> your browser.	
3) <b>Best Viewed</b> using Internet Explorer 5.5 or higher.	

At the welcome screen:

- Enter your User ID
- Enter your password
- Click login or press enter

On your initial login you will be prompted to change your one-time password by entering the one-time password and the new password you will create.

Subsequently, your password will need to be changed every 90 days. The system will automatically prompt you to create a new password prior to your password expiring. You will not be able to access WCSS until you have successfully changed your password.

If your password has expired for more than 14 days, you will not be allowed to change your password. You must contact your Vendor Administrator to request reinstatement of your account using the contact information on the help button on the screen.

Note: If you incorrectly enter your password four times, your account is automatically disabled. You will need to use the contact information on the help button on the screen to have your account re-instated.

Upon successful login, a menu screen will appear screen will appear:

<b>Check For Restrictions</b>
<b>Report Resignations, Terminations For Cause and Positive Drug Test/Tampering/Refusal</b>
<b>Logoff</b>

## WCSS Processes

### ***Check for restrictions***

Check for restrictions will provide the supplier with two key facts for determining suitability: (1) whether restrictions exist, and (2) whether or not the individual needs to be fingerprinted.

When ***Check for Restrictions*** is clicked, the following screen will appear:

### Check For Restrictions

<b>Main Menu</b>	<b>Submit</b>	<b>Clear</b>	<b>Logoff</b>
		Vendor:	
		Location: <input type="text"/>	

<b>Add SSN</b>
<input style="width: 100%; height: 20px;" type="text"/>

<b>Main Menu</b>	<b>Submit</b>	<b>Clear</b>	<b>Logoff</b>
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To check for restrictions at this screen:

- Choose the location you are checking for from the drop down list. This should be the location where the individual will be working.
- Enter the SSN(s) of the individual(s) for which you are checking restrictions. After 100 SSNs are entered, click Add SSN, and you will be able to enter another 100 SSNs.
- Click Submit.

The following is an example of the information that will be returned, if the individual(s) have **no restrictions**:

**USER'S NAME - VENDOR NAME**

No Restrictions	
SSN	Result
XXX-XX-3943	Needs to be Fingerprinted
XXX-XX-8315	Current Fingerprints on File

[Return](#) [Logoff](#)

The above information tells you that (a) the first SSN listed needs to be fingerprinted and has no restrictions, and (b) the second SSN has already been fingerprinted and has no restrictions. The information also provides who requested the restriction check (user's name), their role in WCSS, and the vendor name (supplier using WCSS).

Another example of information that may be returned for individuals **with restrictions**:

**USER'S NAME - VENDOR NAME**

Restrictions			
SSN	Result	Click the appropriate button below to contact TVA Security.	
XXX-XX-8345	Restriction in effect, contact TVA Security for eligibility determination.	Personnel Security	Nuclear Security
XXX-XX-2240	Not eligible to work at any future date.		
XXX-XX-5487	Not eligible to work until mm/dd/yy		
XXX-XX-1295	No restriction for non-nuclear. Restriction in effect for nuclear-- Contact Nuclear Security.		Nuclear Security
XXX-XX-4001	No restriction for nuclear. Restriction in effect for non-nuclear-- Contact Personnel Security.	Personnel Security	

[Return](#) [Logoff](#)

Please note that only the last four digits of the SSN are displayed to ensure protection of sensitive information. However, all 9 digits of the SSN are available if you hold your cursor over the number on the screen, allowing you to check your entries for accuracy.

TVA has two separate security units (nuclear and non-nuclear). If an individual is denied access, you may be directed to contact either unit depending on whether the contract is with a TVA nuclear or non-nuclear organization.

**If** the message directs you to contact Personnel Security or Nuclear Security (contact info depends on whether your contract is with a TVA nuclear or non-nuclear organization):

- Click on Personnel Security if you are hiring for **Non-Nuclear**.  
You will receive a dialog box that gives you two options:
  - (1) Send an e-mail to Personnel Security; or
  - (2) Call Personnel Security with the telephone number provided.
- Click on Nuclear Security if you are hiring for **Nuclear**.  
You will receive a dialog box that gives you the telephone number to call for information.

#### **Information to be furnished to an individual that is denied access**

**Individuals should not be given or call the above numbers to inquire on their status.** They may inquire in writing to the appropriate office indicated below (SSN, Date of Birth, and current address must be include for response):

##### Non-Nuclear

Manager, Personnel Security  
400 West Summit Hill Drive, WT 2D  
Knoxville, Tennessee 37902

##### Nuclear

Manager, Nuclear Security  
1101 Market Street, EB 10B-C  
Chattanooga, Tennessee 37402

At this point, if you are finished using WCSS:

- Click Logoff

If you have additional SSN's to check for restrictions:

- Click Return
- Click Add SSN
- Enter SSNs
- Click Submit

**Reporting Restrictions (Non-Nuclear)**

Non-nuclear restrictions for contractors were previously reported by suppliers to TVA via e-mails and facsimiles. All non-nuclear restriction requests must now be reported on-line using WCSS. If you need to report a restriction for resignations, terminations for cause, or positive drug test/tampering/refusal, from the main menu:

- Click Report Resignations, Terminations for Cause, and Positive Drug Test/Tampering/Refusal:

The following screen will appear:

**Report Resignations, Terminations For Cause and Positive Drug Test/Tampering/Refusal**

Main Menu		Submit/New		Logoff	
Vendor:					
SSN:	<input type="text"/>				
First Name:	<input type="text"/>				
Middle Initial:	<input type="text"/>				
Last Name:	<input type="text"/>				
Suffix:	▼				
Craft:	▼				
Other Craft:	<input type="text"/>				
Location:	▼				
Type:	▼				
Reason:	▼				
Effective Date:	<input type="text"/>	MM/DD/YYYY			
Comments:	<input type="text"/>				

- Enter the required information into the boxes.
- For some restriction types you will be prompted that comments and/or documentation are required to support the reason for the restriction.
- The system will prompt you should information be missing or incorrectly formatted.
- Click Submit/New.

The following dialog box will appear:



The Report Resignations screen will then appear should you have additional individuals to report restrictions on. If you are finished reporting restrictions, you may:

- Click main menu to return to the main menu
- Click logoff to exit WCSS



**SENSITIVE INFORMATION**

**U.S. TVA Police  
TVA Web Contractor Security System  
Registration Form**

**Note: The Vendor Administrator is to submit a completed copy of this document to their TVA Contract Manager.**

**This form is used to identify the Vendor Administrator for your company and register your company to obtain a Web Contractor Security System (WCSS) User ID and Password for accessing TVA's WCSS.**

- I do not have a WCSS User ID and am requesting one be set up in the role of Vendor Administrator for my company. My company has an active Vendor Code from a previous contract. My four digit Vendor Code is \_\_\_\_\_.
- I do not have a WCSS User ID and am requesting one be set up in the role of Vendor Administrator for my company. My company does not have an active Vendor Code.

<b>Vendor Administrator Name:</b>		<b>Social Security Number:</b>
<b>Company Name:</b>	<b>Company Address:</b>	
<b>TVA Address (If applicable):</b>		
<b>Telephone Number:</b>	<b>Fax Number:</b>	<b>Email Address:</b>
<b>TVA Contract Manager:</b>		<b>Contract Number:</b>

**Certification**

As the above-designated Contractor Representative, I certify that I understand the requirement for my company and all its subcontractors to comply with TVA's Web Contractor Security System (WCSS) and fingerprinting requirements. I understand that I am responsible for keeping WCSS User IDs and passwords secure. I am also responsible for identifying any Vendor Representatives for my company who have an official need to access the system. I understand that this also includes the responsibility for instructing these representatives of my company on their responsibilities for securing their User IDs and passwords as well as using the system for official purposes only. I will notify TVA when there is no longer an official need for a Vendor Representative of my company, including myself, to access the WCSS system. I further understand that TVA will audit the contractor's compliance with usage of this system.

\_\_\_\_\_  
**Signature of Vendor Administrator**

\_\_\_\_\_  
**Date**

**Privacy Act Statement**

*Subsection (e) (3) of 5 U.S.C. ss 552a (Section 3 of the Privacy Act) requires that TVA inform you of its authority to request information and the uses which TVA may make of the information requested. That subsection further requires TVA to inform you of the effects of not providing any or all of the requested information.*

*TVA's authority to request the information you provide is derived from the TVA Act (16 U.S.C. 831-831dd. Information provided on this form will be used to determine your eligibility to be granted access to TVA's Web Contractor Security System.*

*Furnishing the requested information is voluntary; however, failure to provide all or part of the information will result in your inability to obtain a User ID to access to TVA's Web Contractor Security System.*

*Information provided on this form may also be used in response to a congressional inquiry; in the event of a dispute, to respond to subpoenas or other appropriate requests; to federal, state or local agencies with oversight responsibilities; or to law enforcement agencies in the exercise of their duties.*

# **TVA 1851**

## **LABOR PROVISIONS**

### **Prevailing Wage Rate**

The contractor is required to pay, and to ensure that each subcontractor pays, not less than the prevailing rate of wages for work of a similar nature prevailing in the vicinity to all laborers and mechanics performing work under this contract. TVA's determination of prevailing rates of wages and fringe benefits are listed in either Exhibit A - Wage Schedule or Exhibit S-1 - Wage Schedule which may be modified by TVA or otherwise modified in accordance with this contract from time to time. The contractor is required to post the appropriate wage schedule in a prominent location at each job site where employees pass by not less than once per month. (*Note: Wage rates are normally reexamined by TVA annually, and revisions in the wage scale usually become effective near the beginning of each calendar year. 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.*)

### **Covered Work**

The term "employee" used throughout this document applies only to persons employed to perform laborer or mechanic-type work, commonly referred to as trades and labor (blue-collar) work.

This document applies to TVA work performed by contractors or subcontractors of any tier on real property in possession or control of TVA. This document also applies to the following work performed by contractors or subcontractors on any tier: roadside production of material; all hauling of material from roadside quarries and pits, from railroad or water delivery points, or from local sources of production to the site of the work; and concrete proportioning plants; from which material is used wholly on this contract or on contracts under the supervision of TVA.

### **Apprenticeship Classifications**

The apprentice classifications and rates listed in the appropriate wage schedule of this document may be applied only to persons who are duly registered in a bona fide apprenticeship program that is (1) registered with a state apprenticeship agency recognized by the United States Department of Labor; (2) registered with the Bureau of Apprenticeship and Training, United States Department of Labor; or (3) an otherwise bona fide apprenticeship program as determined by the contracting officer, whose decision on this issue shall be final. TVA reserves the right to request a copy of and to review the contractor's apprenticeship program to ensure that it is in fact a bona fide program that provides a clear program to teach journeyman skills to unskilled workers.

### **Classifications and Rates of Pay**

Classifications not contained in the wage schedule with this document shall not be used by the contractor without advance permission of the contracting officer. Any question as to the correct classification, rates, and benefits which apply to individual employees of the contractor will be determined by the contracting officer, whose decision shall be final and conclusive in the absence of a decision by the Secretary of Labor. If any dispute arises as to the prevailing rates of wages, the

question shall be referred for determination to the Secretary of Labor, whose decision shall be final. In the absence of a decision of the Secretary of Labor, the prevailing rates of wages for the different classifications set out in the wage schedule with this document (as it may be modified by TVA from time to time) shall be considered by all parties to be the minimum rates of wages that shall be paid by the contractor for the work performed under this contract.

No individual shall be employed as a skilled or unskilled laborer on this contract except on a wage basis. This should not be construed to prohibit the subcontracting of work or the rental of trucks or other equipment if this is otherwise permitted under this contract. Any individuals employed to perform work under such subcontracts or rental agreements will be paid on a wage basis in accordance with the provisions of the contract. 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.

The hourly rates shown in the wage schedule with this document are for straight-time work.

A contractor or subcontractor may discharge its minimum wage obligations for the payment of specified straight-time wages and fringe benefits by paying in cash, making payments or incurring costs for fringe benefits contained in the wage schedule with this document, or by a combination thereof, provided overtime is based on the straight-time base rate as set out in the paragraph entitled "Overtime Compensation Provisions."

### **Multiple Shifts**

When more than one shift is worked, employees on the first shift work 8 hours and are paid for 8 hours; employees on the second shift receive 8 hours' pay for 7-1/2 hours worked; employees on the third shift receive 8 hours' pay for 7 hours worked. The hours worked are exclusive of lunch periods. With approval of the TVA jobsite representative, straight-time shifts for more than 8-hour periods may be scheduled but for no less than 3 consecutive workdays. On those occasions, the last hour of second or third shifts is paid but not worked. Employees will be given 48 hours' notice prior to a change in their straight-time shift schedule.

### **Overtime**

This contract requires the contractor or subcontractor to pay overtime rates of pay to employees for all hours worked in excess of 40 hours in any workweek. The overtime rate of pay is not less than 1-1/2 times the straight-time rate of pay for all hours over 40 in a workweek.

The overtime rate is 2 times the straight-time rate of pay for all hours worked on the employee's seventh day; on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; and if an employee is required to work for more than 16 hours without a nonwork period of at least 6 continuous hours. If any of the listed holidays fall on a Sunday, the following day is regarded as the official holiday.

If any hours worked fulfill the conditions for 2 or more overtime rates, only the higher overtime rate applies.

The contractor and any subcontractor responsible for violating the compensation provisions shall be liable to any affected employee for the employee's unpaid wages plus interest thereon from the date such wages should have been paid until they are paid at the rate prescribed for contractor claims under the Contract Disputes Act. The contracting officer may withhold, or cause to be withheld, from any monies due the contractor and/or subcontractor the full amount of wages required by this contract, plus interest as provided herein, and may distribute such withheld monies directly to employees who have not been paid in accordance with these provisions.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible as referenced in the paragraph entitled "Payroll Deductions."

### **Labor Payroll Records**

For contracts over \$2,000 for the construction, alteration, repair, painting, or decoration of public buildings or works, the Secretary of Labor prescribes regulations (detailed in Part 3, Title 29, Code of Federal Regulations) covering persons employed to perform trades and labor (blue-collar) work. In accordance with these regulations, the contractor and each subcontractor shall preserve its weekly payroll records for a period of 3 years from the date of completion of the contract. The payroll records shall accurately and completely show the name, social security number, and address of each employee; the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid; and any other information required by the regulations. Upon request, the contractor shall furnish, in paper or electronic form, weekly payroll records of contractors and subcontractors for inspection on a weekly or as-requested basis to the designated TVA jobsite representative, the contracting officer, other authorized representatives of TVA, or the Department of Labor.

### **Weekly Statement of Compliance**

In accordance with Part 3, Title 29, Code of Federal Regulations, within seven days after the regular payment date of each payroll period, the contractor and each subcontractor is required to furnish to TVA's Contracting Officer a Weekly Statement of Compliance (form TVA 916). The Weekly Statement of Compliance shall certify that (1) the contractor or subcontractor has paid each of its employees engaged in work covered by this contract the full weekly wages earned as shown on the payroll; (2) no rebates have been or will be made either directly or indirectly to or on behalf of the contractor or subcontractor from the full weekly wages earned as shown on the payroll; and (3) no deductions (other than the permissible deductions defined in Part 3, Title 29, Code of Federal Regulations) have been or will be made either directly or indirectly from the full weekly wages earned as shown on the payroll. This statement shall be signed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages. The contractor shall include appropriate provisions in all subcontracts to ensure fulfillment of these requirements.

The willful falsification of any payrolls and statements may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

### **Payroll Deductions**

Refer to Part 3, Title 29, Code of Federal Regulations, for detailed definitions of the payroll deductions which are (1) permissible without application to or approval of the Secretary of Labor or (2) permissible with the approval of the Secretary of Labor. Also defined are the requirements for making application for the approval of the Secretary of Labor.

### **Fees**

No fee of any kind shall be asked or accepted by the contractor or any of its agents from any person who obtains work on the project, nor shall any person be required to pay any fee to any person or agency obtaining employment for the contractor on the project.

## **Fringe Benefits**

In no event will the contractor or subcontractor recapture all or any part of the fringe benefit contributions paid directly to an employee or paid into any fund or in any way divert such contributions to the contractor's or subcontractor's own use or benefit.

## **Labor Cost Adjustment**

Wage schedules (hereinafter referred to as "TVA wage document") are usually revised around the first of each calendar year to reflect changes in the prevailing rates of wages and related benefits. If any revisions are made by TVA which are applicable to the TVA wage document attached to this contract between the date of the contractor's offer and the date stipulated for completion of the contract, or any extension thereof authorized by TVA in accordance with the Delays and Remedies provision, the appropriate adjustment, increase or decrease, in the amount TVA is required to pay the contractor for field labor shall be made by TVA to reflect the revisions of the various wage classification rates as follows:

- (a) For each classification actually used in work on the contract and with respect to which a revision is made in the wage rate or related benefits listed in the TVA wage document, the number of hours worked during the period in which such revision is effective shall be determined from the certified payrolls maintained by the contractor or its subcontractor; and the increase or decrease in the respective wage rate or benefit shall be applied to this number of hours. Such increases or decreases shall include adjustments for FICA, unemployment insurance, and workers' compensation insurance which correspond to revisions of the TVA wage document; and such adjustments shall be assessed on the basis of changes in individual pay and not as a percentage of the contractor's total payroll. The contractor shall submit (1) labor cost adjustment billings to the Accounts Payable Department and (2) the Weekly Statement of Compliance (form TVA 916) to TVA's Contracting Officer. The contract price shall be adjusted based on the total net increase or decrease resulting from all such changes under the various classifications in the wage document. This labor cost adjustment shall be made regardless of the level of wage rates and other benefits actually paid by the contractor or subcontractor, either before or during the period of work under this contract.
- (b) Any revisions made in the TVA wage document which are not made applicable to this contract shall not give rise to any adjustment under this provision.
- (c) This provision is applicable only to work which is subject to the TVA wage document, and this provision is in lieu of all other adjustments for changes in the cost of such work.
- (d) In the event the contracting officer orders changes in the drawings or specifications, extra work, or other changes in the contract which result in a change in the field labor performed on a TVA jobsite and a change in the contract price is provided, such changes to the contract price shall be subject to field labor cost adjustment as provided herein. Since this cost adjustment will apply and will be calculated from the TVA wage document which was part of the original contract, the contractor's quotation for a change which involves any increase in the field labor shall be reduced to reflect any amount of cost adjustment the contractor will be entitled to under this provision.
- (e) Billing of adjustments under this provision shall be made at least every month.
- (f) TVA shall have the right to audit, without restrictions, the supporting data for all labor cost adjustment billings, and any payments to the contractor which are not supported by the contractor's books, records, documents, or other valid evidence shall be refunded to TVA.

## **Miscellaneous**

No skilled or unskilled labor shall be charged for any tools used in performing the employee's respective duties.

Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom the employee elects; and neither the contractor nor its agents, nor its employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board, or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or its agents to any person employed on the work.

# Exhibit A - WAGE SCHEDULE

## for Project Agreements and 1851s

Effective First Pay Period Beginning After January 1, 2008

**Scope of work covered:** This document identifies the total wage package (wages plus fringe benefit contributions) to be paid to the employees of contractors performing construction, maintenance, and modification work for TVA under either the Construction Project Agreement (Exh. A), Project Maintenance and Modification Agreement (Exh. A), or 1851 (Exh. A).

**Notice to Employees:** If you do not receive at least the total of the amounts of pay provided in this document, you should contact your supervisor or your payroll office. If these individuals are unavailable, you may write to TVA's Labor Relations Staff, 400 West Summit Hill Drive (WT 8B), Knoxville, Tennessee 37902-1499, where the matter will be held in confidence.

<p style="text-align: center;"><b><u>Asbestos Workers</u></b></p> <p style="text-align: center;"><b>(Asbestos work includes insulation)</b></p> <table border="0" style="width: 100%;"> <tr><td>Asbestos Abatement Worker</td><td style="text-align: right;">15.50</td><td></td></tr> <tr><td>Asbestos Abatement Worker Foreman</td><td style="text-align: right;">17.05</td><td></td></tr> <tr><td>Asbestos Worker</td><td style="text-align: right;">22.14</td><td></td></tr> <tr><td>Asbestos Worker Foreman</td><td style="text-align: right;">24.35</td><td></td></tr> <tr><td>Asbestos Worker Head Foreman</td><td style="text-align: right;">26.79</td><td style="text-align: right;"><sup>12</sup></td></tr> <tr><td>Asbestos Worker Subjourneyman</td><td style="text-align: right;">13.28</td><td style="text-align: right;"><sup>2</sup></td></tr> <tr><td colspan="3"> </td></tr> <tr><td>Health and Welfare Fund</td><td style="text-align: right;">5.44</td><td style="text-align: right;"><sup>1</sup></td></tr> <tr><td>Pension Fund</td><td style="text-align: right;">3.80</td><td style="text-align: right;"><sup>1</sup></td></tr> <tr><td colspan="3"> </td></tr> <tr> <td style="text-align: center;"><b><u>Boilermakers</u></b></td><td></td><td></td></tr> <tr><td>Blacksmith/Boilermaker</td><td style="text-align: right;">26.94</td><td></td></tr> <tr><td>Blacksmith/Boilermaker Welder</td><td style="text-align: right;">26.94</td><td></td></tr> <tr><td>Boilermaker Welder-CW-FCAW</td><td style="text-align: right;">28.39</td><td style="text-align: right;"><sup>3</sup></td></tr> <tr><td>Boilermaker Certified Pressure Welder</td><td style="text-align: right;">29.59</td><td style="text-align: right;"><sup>3</sup></td></tr> <tr><td>Boilermaker Foreman</td><td style="text-align: right;">31.51</td><td></td></tr> <tr><td>Boilermaker Head Foreman</td><td style="text-align: right;">34.66</td><td style="text-align: right;"><sup>12</sup></td></tr> <tr><td>Boilermaker Subjourneyman<sup>2</sup> (for description, wages, and fringes see Endnotes 2 and 10)</td><td></td><td></td></tr> <tr><td>Boilermaker Trainee I</td><td style="text-align: right;">18.86</td><td></td></tr> <tr><td>Boilermaker Trainee II</td><td style="text-align: right;">21.55</td><td></td></tr> <tr><td colspan="3"> </td></tr> <tr><td>Health and Welfare Fund (for each hour paid)</td><td style="text-align: right;">6.82</td><td style="text-align: right;"><sup>1</sup></td></tr> <tr><td>Pension Fund (for each hour paid)</td><td style="text-align: right;">5.00</td><td style="text-align: right;"><sup>1</sup></td></tr> <tr><td>Annuity (for each hour paid)</td><td style="text-align: right;">1.75</td><td style="text-align: right;"><sup>1</sup></td></tr> </table> <p>(For apprentice health and welfare, pension, and annuity, see page 8.) 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<p style="text-align: center;"><b><u>Bricklayers</u></b></p> <table border="0" style="width: 100%;"> <tr><td>Bricklayer</td><td style="text-align: right;">23.87</td><td></td></tr> <tr><td>Bricklayer Foreman</td><td style="text-align: right;">26.26</td><td></td></tr> <tr><td>Bricklayer Head Foreman</td><td style="text-align: right;">28.89</td><td style="text-align: right;"><sup>12</sup></td></tr> <tr><td>Bricklayer Improver</td><td style="text-align: right;">14.32</td><td style="text-align: right;"><sup>2</sup></td></tr> <tr><td>Marble Setter</td><td style="text-align: right;">23.16</td><td></td></tr> </table>	Bricklayer	23.87		Bricklayer Foreman	26.26		Bricklayer Head Foreman	28.89	<sup>12</sup>	Bricklayer Improver	14.32	<sup>2</sup>	Marble Setter	23.16																																																																																																																																																																										
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**Electrical Workers (continued)**

Groundman (line crew)	14.77
Groundman Driver	14.92
Groundman Foreman	23.08
Groundman Trainee--A	10.34
Groundman Trainee--B	11.08
Lineman	24.93
Lineman Foreman	27.42
Right-of-Way Clearing Foreman--Spray	18.46
Subjourneyman Wireman (for description, wages, and fringes see Endnotes 2 and 10)	
Subjourneyman Electrician (for description, wages, and fringes see Endnotes 2 and 10)	
Substation Const. Foreman	27.93
Transmission Line Const. Foreman	30.16
Health and Welfare Fund	4.76 <sup>1</sup>
Pension Fund--National (3% of the hourly gross wage rate) <sup>1</sup>	
Pension Fund--Local	3.29 <sup>1</sup>

**Iron Workers**

Iron Worker Head Foreman	26.97 <sup>12</sup>
Reinforcing Iron Worker	22.29
Reinforcing Iron Worker Foreman	24.52
Reinforcing Iron Worker Subjourneyman	13.37 <sup>2</sup>
Structural Iron Worker	22.29
Structural Iron Worker Foreman	24.52
Structural Iron Worker Sketchman	24.52
Structural Iron Worker Subjourneyman	13.37 <sup>2</sup>
Structural Iron Worker Welder	22.29
Health and Welfare Fund	3.74 <sup>1</sup>
Pension Fund	4.63 <sup>1</sup>
Annuity	0.50 <sup>1</sup>

**Laborers**

Asphalt Raker and Smoother	15.53
Cement Gun Nozzleman	16.08
Chuck Tender	15.93
Concrete Placing Foreman	17.91
Construction Laborer	15.53
Deckhand	15.63
Excavation Foreman	17.91
Flagman	15.83
Form Stripper -- Wrecker	15.53
Jackhammer Operator	15.58
Labor Foreman	17.69
Labor Head Foreman	19.70 <sup>12</sup>
Laborer (unclassified)	15.38
Mortar Mixer	15.53
Nuclear Plant Laborer	15.53
Powder Foreman	17.91

**Laborers (continued)**

Powderman	16.28
Power Saw Operator	15.53
Right-of-Way Spray Laborer	15.53
Sewer Foreman	17.69
Substation Yard Laborer	15.53
Track Foreman	17.91
Track Laborer	15.53
Tunnel Laborer	16.03
Tunnel Miner	16.38
Tunnel Miner Foreman	18.02
Wagon Drill Operator	16.03
Watchman	15.38
Health and Welfare Fund	2.60 <sup>1</sup>
Pension Fund	1.75 <sup>1</sup>

**Machinists**

Bolt Threading Machine Operator	16.85
Gas and Diesel Mechanic	22.47
Gas and Diesel Mechanic Foreman	24.72
Gas and Diesel Mechanic Helper	16.85
Gas and Diesel Mechanic Helper II	19.10
Machinist	22.47
Machinist Foreman	24.72
Machinist Head Foreman	27.19 <sup>12</sup>
Machinist Utilityman	13.48 <sup>2</sup>
Machinist Welder	22.47
Outside Machinist	22.67
Outside Machinist Foreman	24.94
Outside Machinist Utilityman	13.60 <sup>2</sup>
Outside Machinist Welder	22.67
Health and Welfare Fund	5.75 <sup>1</sup>
Pension	1.50 <sup>1</sup>

**Operating Engineers**

<b>Group A Equipment Op.</b>	21.53
Bulldozer Operator	
Central Concrete Mixing Plant Op.	
Concrete Pump Operator	
Core Drill Operator	
Crane Operator <sup>4</sup>	
Derrick Operator (live boom)	
Dragline Operator	
Dredge Operator	
Equipment Mechanic	
Equipment Mechanic Welder	
Euclid Loader Operator	
Heavy Rotary Drill Operator	
Marine Pilot	
Motor Patrol Grader Operator	
Mucking Machine Operator	

**Operating Engineers (continued)**

**Group A Equipment Op.**

Pan Scraper Operator  
Paving Equipment Operator  
Pile Driver Operator  
Power Shovel Operator  
Trenching Machine Operator

**Group B Equipment Op.**

20.45

Cage Hoist Operator  
Central Compressor Plant Operator  
Chief Filter Plant Operator  
Derrick and Dredge Boat Fireman  
Drill Operator  
Elevating Grader Operator  
Hoist Operator  
Locomotive Operator  
Marine Engineer  
Well Point Pump Operator  
Yard Conductor

**Group C Equipment Op.**

19.38

Bituminous Distributor Operator  
Filter Plant Operator  
Grader Operator  
Greaser  
Motor Crane Driver and Oiler  
Mulching Machine Operator  
Portable Concrete Mixer Operator  
Road Roller Operator  
Switchman  
Tractor Operator  
Tunnel Motorman  
Work Boat Operator

**Group D Equipment Op.**

18.30

Conveyor Operator  
Crane Car Operator  
Drill Helper  
Equipment Mechanic Helper  
Fireman  
Grout Pump Operator  
Loading Machine Operator  
Oiler  
Outboard Motorboat Operator  
Portable Compressor Operator  
Pump Operator  
Tractor Operator -- Farm Type  
Trenching Machine Helper  
Welding Machine Operator

**Equipment Operator Foreman**

Central Mixing Plant Foreman 23.68  
Core Drill Foreman 23.68  
Dredge Mate 23.68  
Drill Foreman 22.50  
Equipment Foreman 23.68  
Equipment Mechanic Foreman 23.68  
Greaser Foreman 21.53  
Operating Engineer Head Foreman 26.05 <sup>12</sup>

**Operator Trainees**

Central Concrete Mixing Plant Opr.  
Trainee I 18.30  
Trainee II 19.38  
Trainee III 20.45  
Core Drill Operator Trainee I 19.38  
Core Drill Operator Trainee II 20.45  
Marine Pilot Trainee I 19.38  
Marine Pilot Trainee II 20.45

Health and Welfare Fund 4.68 <sup>1</sup>  
Pension Fund 4.02 <sup>1</sup>

**Painters**

Lead-Based Paint Abatement Worker 18.04  
Painter (includes drywall finish & glazier work) 18.04  
Painter Foreman 19.84  
Painter Head Foreman 21.82 <sup>12</sup>  
Painter Utilityman 10.82 <sup>2</sup>  
Sign Painter 18.04  
  
Health and Welfare Fund 3.35 <sup>1</sup>  
Pension Fund 3.10 <sup>1</sup>

**Plasterers and Cement Masons**

Cement Mason 24.24  
Cement Mason Foreman 26.66  
Cement Mason Head Foreman 29.33 <sup>12</sup>  
Cement Mason Improver 14.54 <sup>2</sup>  
Plasterer 26.24  
Plasterer Foreman 28.86  
  
Health and Welfare Fund 2.76 <sup>1</sup>  
(Cement Masons only)

**Roofers**

Roofer	20.37	
Roofer Foreman	22.41	
Roofer Head Foreman	24.65	<sup>12</sup>
Roofers Helper	14.67	
Roofer Subjourneyman	12.22	<sup>2</sup>
Roofer -- Slate and Tile	20.62	
Roofer Foreman -- Slate and Tile	22.68	
Roofer -- Slate and Tile Subjourneyman	12.37	<sup>2</sup>
Health and Welfare Fund	2.60	<sup>1</sup>
Pension Fund	1.77	<sup>1</sup>

**Sheet Metal Workers**

Sheet Metal Worker	23.62	
Sheet Metal Worker Foreman	25.98	
Sheet Metal Worker Head Foreman	28.58	<sup>12</sup>
Sheet Metal Worker Pre-Apprentice	14.17	<sup>2</sup>
Sheet Metal Worker -- Sketchman	25.98	
Sheet Metal Worker Welder	23.62	
Health and Welfare Fund	4.42	<sup>1</sup>
Pension Fund	4.21	<sup>1</sup>
SASMI (3% gross payroll including base wage, H&W, and Pension) <sup>1</sup>		

**Steamfitters**

Lead Burner	25.84	
Plumber	24.45	
Plumber Foreman	26.90	
Plumber Sketchman	26.90	
Production Wkr. Steamfitter Subj'man.	14.67	<sup>2</sup>
Steamfitter	24.45	
Steamfitter Foreman	26.90	
Steamfitter Head Foreman	29.59	<sup>12</sup>
Steamfitter Sketchman	26.90	
Steamfitter Welder	24.45	
Health and Welfare Fund	4.65	<sup>1</sup>
Pension Fund	4.65	<sup>1</sup>

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Sprinkler-Fitter	23.64	
Sprinkler-Fitter Foreman	26.00	
Sprinkler Fitter Head Foreman	28.60	<sup>12</sup>
Health and Welfare Fund	7.36	<sup>1</sup>
Pension Fund	4.69	<sup>1</sup>

**Teamsters**

Garage Attendant	17.46	
Truck Dispatcher	18.04	
Truck Driver I	17.46	<sup>5</sup>
Truck Driver II	17.71	<sup>6</sup>
Truck Driver III	17.96	<sup>7</sup>
Truck Foreman	19.76	
Truck Head Foreman	21.74	<sup>12</sup>
Warehouseman	17.46	
Warehouse Foreman	18.01	
Health and Welfare Fund	3.98	<sup>1</sup>
Pension Fund	2.65	<sup>1</sup>

**Multi-Craft**

Diver	28.16	<sup>8</sup>
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**Depth Premium**

0 - 50 ft. No premium
51 - 100 ft. \$1.10 per ft.
101 - 150 ft. \$2.20 per ft.
151 - 200 ft. \$3.30 per ft.
201 - 250 ft. \$4.40 per ft.
251 - 300 ft. \$5.50 per ft.

**Torus Diving Premium**

\$5.50 per calendar day to diver who makes one or more dives in nuclear torus.

Diver Tender	16.90	<sup>8</sup>
Power House Crane Operator	23.08	<sup>9</sup>
Property Maintenance Worker	17.46	<sup>9</sup>
Property Maintenance Foreman	19.21	<sup>9</sup>
Diver Foreman	30.98	
Hourly Craft Superintendent	38.13	<sup>9/12</sup>
Hourly Craft Planner (for description, wages, and fringes see Endnotes 9 and 12)		

## ENDNOTES

1. a. Health and Welfare and Pension Contribution - Health and Welfare and Pension contributions may vary for some crafts by local area from those rates listed in this exhibit. If the work is covered by a Project Agreement, prior to making wage or benefit payments, the contractor and the union involved should communicate to ensure that payment amounts, payment rules, and the name and address of the fund where the payments should be made are correct. (Also, if the work is covered by a Project Agreement, for the instructions in behalf of employees in Iron Workers classifications, the contractor should contact the Iron Worker Council Representative.) If the work is not covered by a Project Agreement, it is permitted that a contractor may make hourly fringe benefit contributions at another rate(s); however, in such case, the hourly wage rate must be adjusted in an amount that provides that the total wage package (wages plus fringe benefit contributions) remain the same.
- b. The rate of contributions to fringe benefit funds is paid at the straight-time rate even during overtime hours worked. During overtime, only the hourly wage rate is multiplied by the overtime multiplier. In other words, the established rate of contributions to fringe benefit funds is paid for hours worked and not hours paid. (**Exceptions:** (1) For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity and Health and Welfare are paid on hours paid. (2) For all classifications in the Electrical Workers classification group, hourly contributions to the Pension Fund—National only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight time or overtime rate. (3) For all classifications in the Sheet Metal Workers classification group, hourly contributions to SASMI only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight-time or overtime rate, plus 3 percent of the straight-time rate paid to their Health and Welfare and Pension Funds.)
2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised to Boilermaker Subjourneyman 12-97], Bricklayer Improver, Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, Outside Machinist Utilityman, Painter Utilityman, Cement Mason Improver, Roofer Subjourneyman, Roofer--Slate and Tile Subjourneyman, Sheet Metal Worker Pre-Apprentice, and Production Worker Steamfitter Subjourneyman). These classifications are considered as nonjourneymen, and they are not in a training position or a progressive position leading to journeyman status. The total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Some of the conditions of the agreement are: They are under the supervision of a general supervisor and the direct supervision of a foreman; they work with journeymen and perform tasks as assigned which do not require journeyman skills; they may be assigned to any work which, in the judgment of management, he/she can perform safely and efficiently; they must be physically able to do the work; and they must have a general knowledge of safe and proper use of handtools.

TVA and IBEW revised the Electrical Workers Subjourneyman's classifications in December 2006 to Subjourneyman Wiremen and Subjourneyman Electrician (for full description see LRS-35, Attachment 12).
3. For a job description for a Boilermaker Certified Pressure Welder (CPW), see LRS-35, Attachment 6.

For a job description for a Boilermaker Welder Certified Welder-Flux Cored Arc Welding (CW-FCAW), see LRS-35, Attachment 11.
4. For Crane Operator, the following premiums are paid: A premium of \$1.00 per hour above the straight-time rate is paid for all hours worked when operating the following: (1) cranes with 100 feet of boom, including jib; (2) tower cranes; (3) ringer cranes; or (4) cranes of 91-ton to 499-ton capacity. A premium of \$2.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 500-ton to 999-ton capacity. A premium of \$3.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 1000-ton capacity or more.
5. Truck Driver I - Includes: (1) dump trucks 3 cu. yds. and under, struck measure; (2) trucks other than dump trucks with a manufacturer's nominal rating of 3T and under. Does not include trucks covered by the classification Truck Driver III.
6. Truck Driver II - Includes: (1) dump trucks over 3 cu. yds., struck measure, up to and including 6 cu. yds., struck measure; (2) trucks other than dump trucks having a manufacturer's nominal rating of over 3T up to and including 5T. Does not include trucks covered by the classification Truck Driver III.

**ENDNOTES** (continued)

7. Truck Driver III - Includes: (1) dump trucks over 6 cu. yds., struck measure; (2) trucks other than dump trucks over 5T; (3) trucks regardless of size having special equipment, such as fuel delivery equipment, dumpsters, mixers, winches (except bumper winches on trucks regardless of size, when used only to help the truck over rough or muddy ground), cargo refrigerating or heating units, etc.; (4) crawler trucks regardless of size; (5) tractor-type trucks of any size; (6) trucks of any size when pulling heavy capacity trailers such as lowboys, vans, mobile health clinic trailers, floats, etc.; (7) right-of-way clearing spray trucks. Does not include trucks covered by the classification Driver--Special Line Equipment. Does not include winch trucks with permanently attached "A" frame or boom when assigned primarily for hoisting for one week or more; under these circumstances, the driver position is classified as Crane Operator.

A premium of 30 cents per hour above the Truck Driver III rate is paid while driving a dual-powered, dual-control 400-ton lowboy. This premium is paid to those drivers actually performing the work described above.

8. This rate is the total wage package which is the total that may be paid when the hourly wage and all fringe contributions, if any, are added together.

9. Receives fringe benefit contributions of the craft from which employed.

10. The Subjourneymen classifications:

**A) Boilermaker Subjourneyman** (for additional details see LRS-35, Attachment 10, and Endnote 2)

Boilermaker Subjourneyman (First Employed prior to November 1, 1997)

<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
15.00	6.82	5.00	1.75

Boilermaker Subjourneyman (First Employed after November 1, 1997)

<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
15.00	6.47	0.00	0.00

**B) Electrical Worker Subjourneyman**

The IBEW have two Subjourneymen classifications as listed below, (for additional details see LRS-35, Attachment 12, as referenced in Endnote 2.)

Subjourneyman Wireman (SJW)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
1 <sup>st</sup> Period (Probationary)	(50%)	11.54	4.76	3.29	0.35
2 <sup>nd</sup> Period	(58%)	13.39	4.76	3.29	0.40
3 <sup>rd</sup> Period	(62%)	14.31	4.76	3.29	0.43
4 <sup>th</sup> Period	(66%)	15.23	4.76	3.29	0.46
5 <sup>th</sup> Period	(70%)	16.16	4.76	3.29	0.48

Subjourneyman Electrician (SJE)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
1 <sup>st</sup> Period	(74%)	17.08	4.76	3.29	0.51
2 <sup>nd</sup> Period	(79%)	18.23	4.76	3.29	0.55
3 <sup>rd</sup> Period	(85%)	19.62	4.76	3.29	0.59

11. It is agreed that only for work performed under the Project Maintenance and Modification Agreement and only for Fossil and Hydro Power, there is a requirement that 8 ½ cents for each hour worked be contributed to the Boilermaker's MOST Program. (See LRS-41.)

**ENDNOTES** (continued)

12. For a job description of (craft) Head Foreman, see LRS-35, Attachment 10. For a job description of a Hourly Craft Superintendent, see LRS-35, Attachment 10, B. I. For a job description and wage determination of a Hourly Craft Work Planner, see LRS-35, Attachment 10, B. II.

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**OTHER PAYMENTS**

**For Construction, Maintenance, and Modification of Transmission Facilities Only**

Employees engaged in construction, maintenance, and modification of transmission facilities, whose temporary work location is changed throughout the work area, will be eligible for a subsistence allowance of \$50.25 (no receipt will be required) for each night when the foreman/supervisor determines that the temporary work location is more than 55 miles from the employee's permanent residence. In determining mileage, each contractor will utilize the agreed upon preferred online program which currently is Map Quest ([www.mapquest.com](http://www.mapquest.com)). The foreman/supervisor will determine, to the best of his/her knowledge, the employee did utilize temporary lodging. Employees will be eligible for payment of the travel subsistence allowance if pay is received for productive work on the day following the night of being in travel status and who utilize temporary accommodations. The employee and foreman/supervisor will sign the timesheet certifying that all eligibility requirements are met for the travel subsistence. At any time the contractor specifies that overnight lodging is required, the employee will be paid the subsistence allowance for each night lodging is obtained and occupied while working on that assignment regardless of distance to permanent residence.

Prior to the wage conference in December 2008, either party may give a 30-day notice requiring a termination of this agreement which would require a return to the original agreement language as existed during 2003. Such change would be effected to coincide with the change in the wage package.

## APPRENTICE WAGE RATE SCHEDULE

This structure is intended to help facilitate the identification of the proper wage rates for apprentices. The following ranges accommodate any local apprentice program provided the program has a minimum of four periods and a maximum of ten periods. Apprentice wage rates are determined by selecting the schedule of periods listed below that corresponds to the number of periods in the applicable craft apprenticeship program, locate the period which reflects the current period of the apprentice to be paid, and then applying the percentage listed for that period to the journeyman wage rate for the craft as listed in the preceding schedule of wage rates. **NOTE:** To determine the appropriate pay for apprentices, the percentages listed below should be applied to journeyman rates **published** in this wage document. The health and welfare, pension, and annuity contributions identified in the **published** wage document should be added to the wages as determined in the previous sentences to determine the total package for any given apprentice. This predetermined total wage package may then be used by the local unions to redistribute the wages and fringes as specified in Article XII of the Project Maintenance and Modification Agreement and Article X of the Construction Project Agreement.

### All crafts (except Boilermaker)

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
57%	70%	80%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
57%	66%	74%	85%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
57%	63%	69%	76%	83%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
57%	62%	67%	72%	78%	84%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
57%	61%	65%	70%	75%	80%	85%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
57%	60%	64%	68%	72%	76%	80%	84%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
57%	60%	63%	66%	70%	74%	78%	82%	86%	90%

### **Boilermaker only:**

#### Boilermaker Apprentice Group A (Indentured before January 1, 2007)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
1 <sup>st</sup> Period (0-1,000 hrs.)	(75%)	20.21	6.82	0.25	1.31
2 <sup>nd</sup> Period	(80%)	21.55	6.82	4.00	1.40
3 <sup>rd</sup> Period	(85%)	22.90	6.82	4.25	1.49
4 <sup>th</sup> Period	(90%)	24.25	6.82	4.50	1.58
5 <sup>th</sup> Period	(95%)	25.59	6.82	4.75	1.66
6 <sup>th</sup> Period	(95%)	25.59	6.82	4.75	1.66

#### Boilermaker Apprentice Group B (Indentured after January 1, 2007)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
Probationary Period	(65%)	17.51	6.82	0.25	1.14
1 <sup>st</sup> Period	(70%)	18.86	6.82	3.50	1.23
2 <sup>nd</sup> Period	(75%)	20.21	6.82	3.75	1.31
3 <sup>rd</sup> Period	(80%)	21.55	6.82	4.00	1.40
4 <sup>th</sup> Period	(85%)	22.90	6.82	4.25	1.49
5 <sup>th</sup> Period	(90%)	24.25	6.82	4.50	1.58
6 <sup>th</sup> Period	(95%)	25.59	6.82	4.75	1.66

### **Laborer only**

The rate for each period of the apprenticeship is expressed as a percentage of the Construction Laborer wage rate specified in the Project Agreements Wage Exhibits A, C, and S-1.

1 <sup>st</sup> Period	(80%)
2 <sup>nd</sup> Period	(85%)
3 <sup>rd</sup> Period	(90%)
4 <sup>th</sup> Period	(95%)



**Electrical Workers (continued)**

Groundman Trainee--B	11.08
Lineman	24.93
Lineman Foreman	27.42
Right-of-Way Clearing Foreman--Spray	18.46
Subjourneyman Wireman (for description, wages, and fringes see Endnotes 2 and 9)	
Subjourneyman Electrician (for description, wages, and fringes see Endnotes 2 and 9)	

Health and Welfare Fund	4.76	<sup>1</sup>
Pension Fund--National (3% of the hourly gross wage rate) <sup>1</sup>		
Pension Fund--Local	3.29	<sup>1</sup>

**Iron Workers**

Iron Worker Head Foreman	25.69	<sup>10</sup>
Reinforcing Iron Worker	21.23	
Reinforcing Iron Worker Foreman	23.35	
Reinforcing Iron Wkr. Subjourneyman	10.62	<sup>2</sup>
Structural Iron Worker	21.23	
Structural Iron Worker Foreman	23.35	
Structural Iron Worker Sketchman	23.35	
Structural Iron Worker Subjourneyman	10.62	<sup>2</sup>
Structural Iron Worker Welder	21.23	

Health and Welfare Fund	3.74	<sup>1</sup>
Pension Fund	4.63	<sup>1</sup>
Annuity	0.50	<sup>1</sup>

**Laborers**

Asphalt Raker and Smoother	15.53	
Cement Gun Nozzleman	16.08	
Chuck Tender	15.93	
Concrete Placing Foreman	17.91	
Construction Laborer	15.53	
Deckhand	15.63	
Excavation Foreman	17.91	
Flagman	15.83	
Form Stripper -- Wrecker	15.53	
Jackhammer Operator	15.58	
Labor Foreman	17.69	
Labor Head Foreman	19.70	<sup>10</sup>
Laborer (unclassified)	15.38	
Mortar Mixer	15.53	
Nursery Laborer	15.38	
Nursery Laborer Foreman	17.69	
Powder Foreman	17.91	
Powderman	16.28	
Power Saw Operator	15.53	
Right-of-Way Spray Laborer	15.53	
Sewer Foreman	17.69	

**Laborers (continued)**

Substation Yard Laborer	15.53
Track Foreman	17.91
Track Laborer	15.53
Tunnel Laborer	16.03
Tunnel Miner	16.38
Tunnel Miner Foreman	18.02
Wagon Drill Operator	16.03
Watchman	15.38

Health and Welfare Fund	2.60	<sup>1</sup>
Pension Fund	1.75	<sup>1</sup>

**Machinists**

Bolt Threading Machine Operator	16.07	
Gas and Diesel Mechanic	21.42	
Gas and Diesel Mechanic Foreman	23.56	
Gas and Diesel Mechanic Helper	16.07	
Gas and Diesel Mechanic Helper II	18.21	
Machinist	21.42	
Machinist Foreman	23.56	
Machinist Head Foreman	25.92	<sup>10</sup>
Machinist Utilityman	10.71	<sup>2</sup>
Machinist Welder	21.42	
Outside Machinist	21.61	
Outside Machinist Foreman	23.77	
Outside Machinist Welder	21.61	

Health and Welfare Fund	5.75	<sup>1</sup>
Pension Fund	1.50	<sup>1</sup>

**Operating Engineers**

<b>Group A Equipment Op.</b>	20.45
Bulldozer Operator	
Central Concrete Mixing Plant Op.	
Concrete Pump Operator	
Core Drill Operator	
Crane Operator <sup>4</sup>	
Derrick Operator (live boom)	
Dragline Operator	
Dredge Operator	
Equipment Mechanic	
Equipment Mechanic Welder	
Euclid Loader Operator	
Heavy Rotary Drill Operator	
Marine Pilot	
Motor Patrol Grader Operator	
Mucking Machine Operator	
Pan Scraper Operator	
Paving Equipment Operator	
Pile Driver Operator	
Power Shovel Operator	
Trenching Machine Operator	

<u>Operating Engineers (continued)</u>	
<b><u>Group B Equipment Op.</u></b>	19.43
Cage Hoist Operator	
Central Compressor Plant Operator	
Chief Filter Plant Operator	
Derrick and Dredge Boat Fireman	
Drill Operator	
Elevating Grader Operator	
Hoist Operator	
Locomotive Operator	
Marine Engineer	
Well Point Pump Operator	
Yard Conductor	
<b><u>Group C Equipment Op.</u></b>	18.41
Bituminous Distributor Operator	
Filter Plant Operator	
Grader Operator	
Greaser	
Motor Crane Driver and Oiler	
Mulching Machine Operator	
Portable Concrete Mixer Operator	
Road Roller Operator	
Switchman	
Tractor Operator	
Tunnel Motorman	
Work Boat Operator	
<b><u>Group D Equipment Op.</u></b>	17.39
Conveyor Operator	
Crane Car Operator	
Drill Helper	
Equipment Mechanic Helper	
Fireman	
Grout Pump Operator	
Loading Machine Operator	
Oiler	
Outboard Motorboat Operator	
Portable Compressor Operator	
Pump Operator	
Tractor Operator -- Farm Type	
Trenching Machine Helper	
Welding Machine Operator	
<b><u>Equipment Operator Foreman</u></b>	
Core Drill Foreman	22.50
Dredge Mate	22.50
Drill Foreman	21.37
Equipment Foreman	22.50
Equipment Mechanic Foreman	22.50
Greaser Foreman	20.45
Operating Engineer Head Foreman	24.75 <sup>10</sup>

<u>Operating Engineers (continued)</u>	
<b><u>Operator Trainees</u></b>	
Core Drill Operator Trainee I	18.41
Core Drill Operator Trainee II	19.43
Marine Pilot Trainee I	18.41
Marine Pilot Trainee II	19.43
Health and Welfare Fund	4.68 <sup>1</sup>
Pension Fund	4.02 <sup>1</sup>
<b><u>Painters</u></b>	
Painter (includes drywall finish & glazier work)	17.11
Painter Foreman	18.82
Painter Head Foreman	20.70 <sup>10</sup>
Painter Utilityman	8.56 <sup>2</sup>
Sign Painter	17.11
Health and Welfare Fund	3.35 <sup>1</sup>
Pension Fund	3.10 <sup>1</sup>
<b><u>Plasterers and Cement Masons</u></b>	
Cement Mason	23.13
Cement Mason Foreman	25.44
Cement Mason Head Foreman	27.98 <sup>10</sup>
Cement Mason Improver	11.57 <sup>2</sup>
Plasterer	24.93
Plasterer Foreman	27.42
Health and Welfare Fund (Cement Masons only)	2.76 <sup>1</sup>
<b><u>Roofers</u></b>	
Rofer	19.37
Rofer Foreman	21.31
Rofer Head Foreman	23.44 <sup>10</sup>
Roofers Helper	13.95
Rofer Subjourneyman	9.69 <sup>2</sup>
Rofer -- Slate and Tile	19.62
Rofer Foreman -- Slate and Tile	21.58
Rofer -- Slate and Tile Subjourneyman	9.81 <sup>2</sup>
Health and Welfare Fund	2.60 <sup>1</sup>
Pension Fund	1.77 <sup>1</sup>
<b><u>Sheet Metal Workers</u></b>	
Sheet Metal Worker	22.44
Sheet Metal Worker Foreman	24.68
Sheet Metal Worker Head Foreman	27.15 <sup>10</sup>
Sheet Metal Worker Pre-Apprentice	11.22 <sup>2</sup>
Sheet Metal Worker -- Sketchman	24.68
Sheet Metal Worker Welder	22.44

**Sheet Metal Workers (continued)**

Health and Welfare Fund	4.42	<sup>1</sup>
Pension Fund	4.21	<sup>1</sup>
SASMI (3% gross payroll, including base wage, H&W, and Pension) <sup>1</sup>		

**Steamfitters**

Lead Burner	24.55	
Plumber	23.23	
Plumber Foreman	25.55	
Plumber Sketchman	25.55	
Production Wkr. Steamfitter Subj'man.	11.62	<sup>2</sup>
Steamfitter	23.23	
Steamfitter Foreman	25.55	
Steamfitter Head Foreman	28.11	<sup>10</sup>
Steamfitter Sketchman	25.55	
Steamfitter Welder	23.23	
Health and Welfare Fund	4.65	<sup>1</sup>
Pension Fund	4.65	<sup>1</sup>

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Sprinkler-Fitter	22.46	
Sprinkler-Fitter Foreman	24.71	
Sprinkler Fitter Head Foreman	27.18	<sup>10</sup>
Health and Welfare Fund	7.36	<sup>1</sup>
Pension Fund	4.69	<sup>1</sup>

**Teamsters**

Garage Attendant	16.51	
Truck Dispatcher	17.06	
Truck Driver I	16.51	<sup>5</sup>
Truck Driver II	16.75	<sup>6</sup>
Truck Driver III	16.98	<sup>7</sup>
Truck Foreman	18.68	
Truck Head Foreman	20.55	<sup>10</sup>
Warehouseman	16.51	
Warehouse Foreman	17.03	
Health and Welfare Fund	3.98	<sup>1</sup>
Pension Fund	2.65	<sup>1</sup>

**Multi-Craft**

Property Maintenance Worker	16.51	<sup>8</sup>
Property Maintenance Foreman	18.16	<sup>8</sup>
Hourly Craft Superintendent	36.39	<sup>8/10</sup>
Hourly Craft Planner (for description, wages, and fringes see Endnotes 8 and 10)		

## ENDNOTES

1. a. Health and Welfare and Pension Contribution - Health and Welfare and Pension contributions may vary for some crafts by local area from those rates listed in this exhibit. If the work is covered by a Project Agreement, prior to making wage or benefit payments, the contractor and the union involved should communicate to ensure that payment amounts, payment rules, and the name and address of the fund where the payments should be made are correct. (Also, if the work is covered by a Project Agreement, for the instructions in behalf of employees in Iron Workers classifications, the contractor should contact the Iron Worker Council Representative.) If the work is not covered by a Project Agreement, it is permitted that a contractor may make hourly fringe benefit contributions at another rate(s); however, in such case, the hourly wage rate must be adjusted in an amount that provides that the total wage package (wages plus fringe benefit contributions) remain the same.
- b. The rate of contributions to fringe benefit funds is paid at the straight-time rate even during overtime hours worked. During overtime, only the hourly wage rate is multiplied by the overtime multiplier. In other words, the established rate of contributions to fringe benefit funds is paid for hours worked and not hours paid. (**Exceptions:** (1) For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity and Health and Welfare are paid on hours paid. (2) For all classifications in the Electrical Workers classification group, hourly contributions to the Pension Fund—National only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight time or overtime rate. (3) For all classifications in the Sheet Metal Workers classification group, hourly contributions to SASMI only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight-time or overtime rate, plus 3 percent of the straight-time rate paid to their Health and Welfare and Pension Funds.)
2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised to Boilermaker Subjourneyman 12-97], Bricklayer Improver, Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, Outside Machinist Utilityman, Painter Utilityman, Cement Mason Improver, Roofer Subjourneyman, Roofer--Slate and Tile Subjourneyman, Sheet Metal Worker Pre-Apprentice, and Production Worker Steamfitter Subjourneyman). These classifications are considered as nonjourneymen, and they are not in a training position or a progressive position leading to journeyman status. The total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Some of the conditions of the agreement are: They are under the supervision of a general supervisor and the direct supervision of a foreman; they work with journeymen and perform tasks as assigned which do not require journeyman skills; they may be assigned to any work which, in the judgment of management, he/she can perform safely and efficiently; they must be physically able to do the work; and they must have a general knowledge of safe and proper use of handtools.  
  
TVA and IBEW revised the Electrical Workers Subjourneyman's classifications in December 2006 to Subjourneyman Wiremen and Subjourneyman Electrician (for full description see LRS-35, Attachment 12).
3. For a job description for a Boilermaker Certified Pressure Welder (CPW), see LRS-35, Attachment 6.  
  
For a job description for a Boilermaker Welder Certified Welder-Flux Cored Arc Welding (CW-FCAW), see LRS-35, Attachment 11.
4. For Crane Operator, the following premiums are paid: A premium of \$1.00 per hour above the straight-time rate is paid for all hours worked when operating the following: (1) cranes with 100 feet of boom, including jib; (2) tower cranes; (3) ringer cranes; or (4) cranes of 91-ton to 499-ton capacity. A premium of \$2.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 500-ton to 999-ton capacity. A premium of \$3.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 1000-ton capacity or more.
5. Truck Driver I - Includes: (1) dump trucks 3 cu. yds. and under, struck measure; (2) trucks other than dump trucks with a manufacturer's nominal rating of 3T and under. Does not include trucks covered by the classification Truck Driver III.
6. Truck Driver II - Includes: (1) dump trucks over 3 cu. yds., struck measure, up to and including 6 cu. yds., struck measure; (2) trucks other than dump trucks having a manufacturer's nominal rating of over 3T up to and including 5T. Does not include trucks covered by the classification Truck Driver III.

**ENDNOTES** (continued)

7. Truck Driver III - Includes: (1) dump trucks over 6 cu. yds., struck measure; (2) trucks other than dump trucks over 5T; (3) trucks regardless of size having special equipment, such as fuel delivery equipment, dumpsters, mixers, winches (except bumper winches on trucks regardless of size, when used only to help the truck over rough or muddy ground), cargo refrigerating or heating units, etc.; (4) crawler trucks regardless of size; (5) tractor-type trucks of any size; (6) trucks of any size when pulling heavy capacity trailers such as lowboys, vans, mobile health clinic trailers, floats, etc.; (7) right-of-way clearing spray trucks. Does not include trucks covered by the classification Driver--Special Line Equipment. Does not include winch trucks with permanently attached "A" frame or boom when assigned primarily for hoisting for one week or more; under these circumstances, the driver position is classified as Crane Operator.

A premium of 30 cents per hour above the Truck Driver III rate is paid while driving a dual-powered, dual-control 400-ton lowboy. This premium is paid to those drivers actually performing the work described above.

8. Receives fringe benefit contributions of the craft from which employed.

9 The Subjourneymen classifications:

**A) Boilermaker Subjourneyman** (for additional details see LRS-35, Attachment 10, and Endnote 2)

Boilermaker Subjourneyman (First Employed prior to November 1, 1997)

<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
15.00	6.82	5.00	1.75

Boilermaker Subjourneyman (First Employed after November 1, 1997)

<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
15.00	6.47	0.00	0.00

**B) Electrical Workers Subjourneyman**

The Electrical Workers have two Subjourneymen classifications as listed below, (for additional details see LRS-35, Attachment 12 as referenced in Endnote 2).

Subjourneyman Wireman (SJW)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
1 <sup>st</sup> Period (Probationary)	(50%)	11.54	4.76	3.29	0.35
2 <sup>nd</sup> Period	(58%)	13.39	4.76	3.29	0.40
3 <sup>rd</sup> Period	(62%)	14.31	4.76	3.29	0.43
4 <sup>th</sup> Period	(66%)	15.23	4.76	3.29	0.46
5 <sup>th</sup> Period	(70%)	16.16	4.76	3.29	0.48

Subjourneyman Electrician (SJE)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
1 <sup>st</sup> Period	(74%)	17.08	4.76	3.29	0.51
2 <sup>nd</sup> Period	(79%)	18.23	4.76	3.29	0.55
3 <sup>rd</sup> Period	(85%)	19.62	4.76	3.29	0.59

10. For a job description of (craft) Head Foreman, see LRS-35, Attachment 10. For a job description of a Hourly Craft Superintendent, see LRS-35, Attachment 10, B. I. For a job description and wage determination of a Hourly Craft Work Planner, see LRS-35, Attachment 10, B. II.

**OTHER PAYMENTS**

**For Construction, Maintenance, and Modification of Transmission Facilities Only**

Employees engaged in construction, maintenance, and modification of transmission facilities, whose temporary work location is changed throughout the work area, will be eligible for a subsistence allowance of \$50.25 (no receipt will be required) for each night when the foreman/supervisor determines that the temporary work location is more than 55 miles from the employee's permanent residence. In determining mileage, each contractor will utilize the agreed upon preferred online program which currently is Map Quest ([www.mapquest.com](http://www.mapquest.com)). The foreman/supervisor will determine, to the best of his/her knowledge, the employee did utilize temporary lodging. Employees will be eligible for payment of the travel subsistence allowance if pay is received for productive work on the day following the night of being in travel status and who utilize temporary accommodations. The employee and foreman/supervisor will sign the timesheet certifying that all eligibility requirements are met for the travel subsistence. At any time the contractor specifies that overnight lodging is required, the employee will be paid the subsistence allowance for each night lodging is obtained and occupied while working on that assignment regardless of distance to permanent residence.

Prior to the wage conference in December 2008, either party may give a 30-day notice requiring a termination of this agreement which would require a return to the original agreement language as existed during 2003. Such change would be effected to coincide with the change in the wage package.

## APPRENTICE WAGE RATE SCHEDULE

This structure is intended to help facilitate the identification of the proper wage rates for apprentices. The following ranges accommodate any local apprentice program provided the program has a minimum of four periods and a maximum of ten periods. Apprentice wage rates are determined by selecting the schedule of periods listed below that corresponds to the number of periods in the applicable craft apprenticeship program, locate the period which reflects the current period of the apprentice to be paid, and then applying the percentage listed for that period to the journeyman wage rate for the craft as listed in the preceding schedule of wage rates. **NOTE:** To determine the appropriate pay for apprentices, the percentages listed below should be applied to journeyman rates **published** in this wage document. The health and welfare, pension, and annuity contributions identified in the **published** wage document should be added to the wages as determined in the previous sentences to determine the total package for any given apprentice. This predetermined total wage package may then be used by the local unions to redistribute the wages and fringes as specified in Article XII of the Project Maintenance and Modification Agreement and Article X of the Construction Project Agreement.

### All crafts (except Boilermaker)

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
57%	70%	80%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
57%	66%	74%	85%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
57%	63%	69%	76%	83%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
57%	62%	67%	72%	78%	84%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
57%	61%	65%	70%	75%	80%	85%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
57%	60%	64%	68%	72%	76%	80%	84%	90%

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
57%	60%	63%	66%	70%	74%	78%	82%	86%	90%

### **Boilermaker only:**

#### Boilermaker Apprentice Group A (Indentured before January 1, 2007)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
1 <sup>st</sup> Period (0-1,000 hrs.)	(75%)	19.19	6.82	0.25	1.31
2 <sup>nd</sup> Period	(80%)	20.47	6.82	4.00	1.40
3 <sup>rd</sup> Period	(85%)	21.75	6.82	4.25	1.49
4 <sup>th</sup> Period	(90%)	23.03	6.82	4.50	1.58
5 <sup>th</sup> Period	(95%)	24.31	6.82	4.75	1.66
6 <sup>th</sup> Period	(95%)	24.31	6.82	4.75	1.66

#### Boilermaker Apprentice Group B (Indentured after January 1, 2007)

		<u>Wage Rate</u>	<u>H&amp;W<sup>1B</sup></u>	<u>Pension<sup>1B</sup></u>	<u>Annuity<sup>1B</sup></u>
Probationary Period	(65%)	16.63	6.82	0.25	1.14
1 <sup>st</sup> Period	(70%)	17.91	6.82	3.50	1.23
2 <sup>nd</sup> Period	(75%)	19.19	6.82	3.75	1.31
3 <sup>rd</sup> Period	(80%)	20.47	6.82	4.00	1.40
4 <sup>th</sup> Period	(85%)	21.75	6.82	4.25	1.49
5 <sup>th</sup> Period	(90%)	23.03	6.82	4.50	1.58
6 <sup>th</sup> Period	(95%)	24.31	6.82	4.75	1.66

### **Laborer only**

The rate for each period of the apprenticeship is expressed as a percentage of the Construction Laborer wage rate specified in the Project Agreements Wage Exhibits A, C, and S-1.

1 <sup>st</sup> Period	(80%)
2 <sup>nd</sup> Period	(85%)
3 <sup>rd</sup> Period	(90%)
4 <sup>th</sup> Period	(95%)