Revised 12-19-2007

PROJECT AGREEMENT LABOR RELATIONS SUPPLEMENTS

(LRSs not listed have been deleted)

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LRS-2

SUPPLEMENT

MEMORANDUM OF UNDERSTANDING

RE: 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 is to advise you that the Tennessee Valley Authority and the Tennessee Valley Trades and Labor Council intended for an arbitrator to be prohibited from issuing a decision relative to a jurisdictional issue between two of the crafts signatory to the Project Agreement. There was no intent nor is an arbitrator prohibited from ruling on or relating to issues evolving around appropriate staffing of projects or facilities when working under the terms of the Project Agreement. Indeed, it is the intent of the parties that the unions comprising the Council shall have the right to have the appropriateness of staffing based upon the work to be performed by any contractor signatory to this agreement reviewed by an arbitrator. Said arbitrator shall have no authority to render a decision as to which of the various unions comprising the Council should perform a specific skill or task.

Original Signed By (on 7/26/91):

Pascal DiJames
Administrator
Tennessee Valley Trades and Labor Council

Original Signed By (on 7/24/91):

Robert E. Schuett
Vice President
Employee Relations
Tennessee Valley Authority

FILE NOTE: With the implementation of LRS-48, this agreement, as it related to the Project Maintenance and Modification Agreement, was superseded. However, it continues as an agreement as it applies to the CPA-S.

J. David Beckler
8/9/00

LRS-3

SUPPLEMENT

MEMORANDUM OF UNDERSTANDING

RE: ARTICLE II:C OF THE CONSTRUCTION PROJECT AGREEMENT AND THE PROJECT MAINTENANCE AND MODIFICATIONS AGREEMENT

TVA and the Tennessee Valley Trades and Labor Council intended for a contractor to have the right under the terms of Article II:C to call for a limited number of individuals who have previously performed maintenance or modifications work (or construction work) on TVA property. The language was not intended to permit a contractor to staff a project predominantly with such individuals. It was intended to enable a contractor (whether or not the local has qualified candidates) to 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 in order to provide for the continuity of work; and to employ individuals with special skills. This interpretation does not preclude the rights of the contractor to use key employees as set forth in Article III.

Original Signed By (on 7/29/91):

Robert E. Schuett
Vice President, Employee Relations
Tennessee Valley Authority

Original Signed By (on 7/30/91):

Pascal DiJames
Administrator
Tennessee Valley Trades and Labor Council

FILE NOTE: When the Agreement was negotiated in 2000, LRSs were incorporated into contract language to the degree possible. Article II:C referenced above then became Article II:D.

J. David Beckler
9/22/00

LRS-4

INTERPRETATION

December 9, 1991

Mr. Pascal DiJames
815 Sixteenth Street, NW.
Washington, DC 20006-4189

Dear Mr. DiJames:

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

The purpose of this letter is to confirm our joint understanding last spring on staffing and the assignment of work under the Project Maintenance and Modifications Agreement entered into in May 1991. The understanding is, on initial staffing of work, that:

1. In staffing work where craft personnel are provided by a contractor for TVA-managed work tasks (i.e., supplementary labor), the staffing is determined by past staffing practices established in TVA.

2. For contracted work were the contractor manages the entire work task, the initial staffing is determined by the contractor. In no case will past TVA practice be a factor in determining proper contractor staffing.

The understanding is based on the differences in staffing of TVA-managed work and contractor-managed work. More specifically, where TVA uses supplemental craft labor supplied by a contractor in addition to annual TVA craft labor on TVA-managed work, both parties mutually agreed that two different crafts should not work side-by-side; in other words, the intermingling of crafts in this type of situation is not desirable.

Sincerely,

Original Signed By:
Robert E. Schuett

(Council Would Not Sign)
Pascal DiJames
Administrator
Tennessee Valley Trades and Labor Council

LRS-5

SUPPLEMENT

December 18, 1991

Mr. Pascal DiJames, Administrator
Tennessee Valley Trades and Labor Council
815 Sixteenth Street, NW.
Washington, DC 20006-4189

Dear Mr. DiJames:

This letter is a confirmation of an agreement between TVA and the Tennessee Valley Trades and Labor Council (Council) reached on all outstanding monetary issues under the Construction Project Agreement.

Previously, the Council agreed that, under the Construction Project Agreement, Article XVIII, Section 3, relating to surveys "consisting of (1) local union contracts, (2) major construction projects, and (3) Federal predetermined rates for building and heavy construction, the wage data be weighted as follows: for (1) 13 entries or 13/15ths of the total weight; for (2) 1 entry or 1/15th of the total weight. With regard to (3), TVA and Council further agree that in compiling data under the "Fringe Benefits" column of the U.S. Department of Labor's General Wage Decisions, where there is no data (i.e., a blank space), only one-half of said blank spaces will be used in the computation as zero entries. By this agreement, the parties now have a complete understanding and the Council will not appeal to the Secretary of Labor the wage rates derived by the agreements above described.

Secondly, with respect to the Council's request regarding contributions by the contractor to the United Way, it is hereby agreed that the contractor will match his/her employees voluntary contributions up to a maximum of 5 cents an hour for each hour worked. This will require an amendment to the terms of the project agreement, and I will be forwarding a prepared amendment reflecting this agreement to you.

Sincerely,

Original Signed By:
Robert E. Schuett

Accepted and Approved:

Original Signed By (on 12/19/91):

Pascal DiJames
Administrator
Tennessee Valley Trades and Labor Council

LRS-16

PROJECT AGREEMENTS

LETTER OF AGREEMENT ON APPRENTICESHIP PROGRAMS

The Construction Project Agreement (CPA), Construction Project Agreement Supplement (CPA-S), and Project Maintenance and Modifications Agreement (PMMA) require the contractors to pay monthly into and utilize the apprenticeship programs as described herein represented by the Tennessee Valley Trades and Labor Council (Council) for work performed for TVA under the Project Agreements as agreed upon under the following terms.

Contributions will be authorized only to those apprenticeship programs that are (1) active; (2) comply with the terms of this agreement; and (3) are registered with the Bureau of Apprenticeship and Training (BAT), United States Department of Labor, or an otherwise bona fide apprenticeship program. The Council will notify the TVA Vice President of Employee Relations or his/her designee (Employee Relations) that the local union apprenticeship program meets these requirements. TVA's Employee Relations shall be responsible for oversight of the Council/individual union's and contractor's compliance with this agreement. Prior to any contractor making contributions intended for a specific apprenticeship program, Employee Relations, whose sole and exclusive decision is final and nonreviewable, must be furnished satisfactory evidence by members of the Council that the program satisfies all requirements set forth in this agreement. Any such determination of a satisfactory program made during the first 15 calendar days of a calendar month shall result in contributions becoming effective for the next full payroll month following that determination; a determination made after the first 15 calendar days of the month shall result in contributions becoming effective beginning with the second full payroll month after that determination. Once contributions begin, each apprenticeship program will submit a quarterly written report to Employee Relations certifying that its program is (1) active, (2) committed to meeting apprentice personnel requirements, (3) currently registered with the BAT (or else specific where their program is registered), and (4) includes the number of their current participating and available apprentices.

Contributions will stop for any apprenticeship program if:

1. Employee Relations has not received the quarterly report within 30 days of the agreed-upon quarterly report due date. Each respective Council member will establish their quarterly due date with Employee Relations.

2. That apprenticeship program is inactive as determined by Employee Relations.

3. That apprenticeship program has not or cannot meet requirements for apprentices within its policies, procedures, and/or federal guidelines.

4. That apprenticeship program is not registered with the BAT, or is not an otherwise bona fide apprenticeship program as determined by Employee Relations.

5. That apprenticeship program does not comply with the terms of this agreement.

6. Employee Relations determines that the apprenticeship program has been unable or unwilling to provide appropriate apprentice candidates to meet Project Agreement requirements and to enable TVA contractors to make substantial progress in meeting their affirmative action goals.

7. Any Council affiliate and/or local union of that craft may withdraw from this agreement upon 30 days notice to TVA and the Council Administrator.

If an apprenticeship program becomes disqualified to receive contributions for any of these reasons, the contractor will stop contributions for that program upon this determination as made by Employee Relations, and no payment shall be required for any period for which one or more of the above disqualifications exists. The Council will be notified of its intent at least 30 days prior to stopping contributions, and Employee Relations will be available during the notice period to discuss and attempt to resolve the matter with the Council and at the Council's request. Contributions in such cases will again commence beginning at the start of the first full payroll month following a determination by Employee Relations that the disqualification no longer exists. Any such determinations by Employee Relations are final.

Contributions to an apprenticeship program shall be made by mailing a check for each calendar month's contributions by the 20th day of the following calendar month. However, no payments for interest, expenses of collection, or liquidated damages for failure to pay such amounts in this manner are allowable.

All contributions made will go to the apprenticeship program of the local union having jurisdiction over the job where the contributions were generated. Members of the Council are responsible to keep the appropriate contractors informed of the correct local union jurisdiction. One rate of contribution will be established for each participating union represented by the Council as determined through negotiations during wage conferences as provided for by the Project Agreements. The contractor will remit this hourly rate of contribution for each hour worked by employees covered by the particular Project Agreement in appropriate classifications represented by each respective union. These rates of contributions are identified in Exhibits A and S-1.

The parties understand that as an agency of the federal government, TVA and its contractors must operate within the limits of its legal authority and must comply with any applicable laws and regulations governing work performed for TVA, including those on security and unescorted nuclear plant access. The parties signatory to this agreement also recognize their obligations under applicable federal laws and regulations and TVA and contractor policy to mutually support an effective program to achieve affirmative action goals. The contractor's participation in the Council's apprenticeship programs provides a means to jointly promote a meaningful affirmative action program. The Council and participating unions will cooperate with TVA and the contractors to assist in meeting affirmative action goals as set in the affirmative action plans developed by TVA for contractor organizations which use apprentices from the union apprenticeship programs. TVA will inform the Council and the contractors of the affirmative actions goals. The Council will report to Employee Relations the steps that it is taking to accomplish those goals. The contractors will inform TVA and the Council of progress made toward achieving those goals. The Council and signatory unions agree that they will comply with all applicable laws and regulations regarding apprentice programs, including those related to equal employment opportunity.

Apprentices reporting for employment with the contractors may be required to furnish the employing official with a copy of documents describing the course hours and job training they have successfully completed in their respective apprenticeship programs. Based on the hours of job training completed, the employing official will accept the hours and period reported by the apprentice coordinator, provided the hours meet the minimum hours per period as established by the local union apprenticeship agreement. Additionally, the contractors may recognize appropriately documented training and past experience which is comparable to the related training and job training required during a craft apprenticeship if it has been awarded or granted by the local union's apprenticeship committee for up to 75 percent of the required number of apprenticeship hours for that craft. The contractor shall be sole

judge of the applicant's qualifications. If such a grant has been made, the apprentice will be required to present such evidence documenting the committee's action to the employing official when reporting for employment. The local union's apprenticeship committee may be required to furnish more specific information on this matter.

Contractors will not employ any individual as a journeyman who cannot demonstrate that he/she has worked at least the minimum number of hours in the trade that it takes to complete the local union apprenticeship program. Contractors will not promote or accept an individual as a journeyman until he/she has met the minimum number of hours to graduate as established by the local union apprenticeship program. If employed by the contractors, the individual will be employed and/or held in the appropriate period for classification and pay purposes until he/she has met the minimum hours to graduate as established by the local union apprenticeship program.

The rate of pay of these apprentices will be the wage rates established by the Project Agreements and listed in appropriate exhibits. The local union's apprenticeship administrator will be responsible for notifying appropriate contractor officials of an apprentice's progression from one time period to another. Upon receipt of such notification, the contractors will increase the pay of the apprentice within 10 working days and will not be required to make related retroactive payments unless it goes past 10 days. The rate of contributions on behalf of apprentices for health and welfare and pension funds will be the same as that set for each respective craft's journeyman and will be made in compliance with provisions of the Project Agreements. The administrators of participating local union apprenticeship programs will permit and assist TVA and the contractors in a request to audit the program's records, including any request for individual apprentice records.

Contractors may assign an apprentice to any work assignment for which he/she is qualified to safely perform. Apprentices will work under the supervision of a journeyman.

Nothing in this agreement shall affect the rights of contractors under Articles III and IV of the CPA, PMMA, and CPA-S regarding employment of apprentices and nonjourneymen.

Actions taken by the contractors in accordance with the recommendations or request of the local union's apprenticeship committee or administrator, including disciplinary actions, may not be appealed under the provisions of the grievance adjustment procedure.

Provisions of this agreement apply so long as they are not inconsistent with applicable standards approved by the BAT.

Original Signed By (on 11/20/92):
Steven D. Kirkham
Vice President, Employee Relations
Tennessee Valley Authority

Original Signed By (on 11/24/92):
Pascal DiJames
Administrator
Tennessee Valley Trades and Labor Council

LRS-17

June 21, 1993

Mr. Pascal DiJames, Administrator
Tennessee Valley Trades and Labor Council
P.O. Box 599
Sweetwater, TN 37874

Dear Mr. DiJames:

On May 6, 1993, TVA and the Tennessee Valley Trades and Labor Council met before Project Agreement Arbitrator Tom Pagan to present arguments regarding the work to be covered by the Construction Project Agreement, Office Supplement. That matter was resolved on that date, and the case was dismissed with an agreement on related matters as follows:

1. Retroactive 100 percent - May 1991 to December 1991.

2. Commitment on nonincidental work.

3. Generating Group/Chemical Plant:

   - 95 percent on all routine maintenance at plant sites.

   - 90 percent on all construction, renovation projects not contiguous to powerhouse.

4. Resource Group (except Chemical Plant):

   - 90 percent on all work except routine maintenance work at nuclear and fossil plants. Resource Group will not perform maintenance work in powerhouses or structures contiguous to powerhouses at hydro sites.

5. All nonplant site maintenance.

   - Modifications and new construction of offices, buildings, and all other facilities at 90 percent.

6. Effective for new contracts after July 1, 1993.

In compliance with TVA's commitment to do so, the following is further clarification of the terms of the above agreement and additional provisions:

1. <u>Retroactive 100 percent - May 1991 to December 1991</u>

   TVA will identify the contracts for work performed during May 1991 through December 1991 by

contractors under the Office Supplement of the Construction Project Agreement. Efforts will be made to identify employees of these contractors who were paid wages at the 90 percent rate of pay, and TVA will compensate the contractor who, in turn, will make retroactive wage payment adjustments to bring the employees' rate of pay to the 100 percent rate of pay (the rate provided in the Construction Project Agreement at that time) for the period May 1991 through December 1991. It will likely be necessary that the Council will be required to assist in the identification and location of some of these employees.

2. Commitment on Nonincidental Work

   TVA's annual work force performs routine maintenance and any incidental work related to the primary task which results in a benefit to work efficiency or schedule and to maintain a productive annual work force. Annual employees may be assigned any work they are qualified to perform during fluctuation of work requirements such as temporary periods of outage or low maintenance to maintain a fully productive work force.

   For significant work projects that are nonincidental requiring skills of crafts whose work is not normally performed by the annual work force, TVA will utilize contractor employees to perform the work. These temporary employees will be used to supplement the annual work force when work requirements exceed the number of available employees and will be from the craft TVA or the contractor normally uses to perform the work.

3. Generating Group/Chemical Plant

   - 95 percent on all routine maintenance at plant sites

   - 90 percent on all construction, renovation projects not contiguous to powerhouse

   The above bullet which states "95 percent on all routine maintenance at plant sites" alters past practice and provides that all routine maintenance at plant sites (includes Generating and Chemical Plants) will be paid at the 95 percent rate. This 95 percent rate will be paid regardless of the type of facility being maintained at those specific locations which, for example, includes maintenance of office buildings, warehouses, and gate houses at those plant sites. The second bullet which states "90 percent on all construction, renovation projects not contiguous to powerhouse" exists to confirm that on plant sites, on certain work, the Construction Project Agreement, Office Supplement, will apply. The 90 percent rate will apply to the construction, modification, or addition to offices, other buildings, or facilities at those sites which are not contiguous to the powerhouse or Chemical Plant.

4. Resource Group (Except Chemical Plant) (effective for all work under contracts in effect on or after January 1, 1994)

   - 90 percent on all work except routine maintenance work at nuclear and fossil plants

   - 95 percent on all work on the models constructed at the Norris Engineering Lab

   - 95 percent on construction of bridges designed with bridge-to-ground center supports and designed to accommodate motorized vehicles and on the construction of weirs

This section applies to only work of the Resource Group, is self explanatory, and provides that all contracted work will be at the 90 percent rate of pay except as noted for Chemical Plants in item 3 above, work on the models of the Norris Engineering Lab, and work on the weirs and bridges as described above. Please note that the second and third bullets have been added to this section to provide that routine work or maintenance on the models constructed and developed at that lab will be paid at the 95 percent rate of pay; also, that the work on those bridges and weirs is an addition to the original agreement and even though this work may be considered construction, the work will be performed under the provisions of the Project Maintenance and Modifications Agreement.

5. All Nonplant Site Maintenance

   - Modifications and new construction of offices, buildings, and all other facilities at 90 percent

   This section confirms the agreement of the parties that all maintenance at non-plant sites will be performed at the 90 percent rate of pay. For example, this includes maintenance in offices, other buildings, or facilities referenced in the Construction Project Agreement, Office Supplement.

6. Effective for New Contracts After June 1, 1993

   The definitions and explanations of work provided for above will be applied to new contracts announced for bid after July 1, 1993, except for the Resource Group work referenced in 4 above which will be for work under contract after January 1, 1994.

Where referenced above, work at 90 percent is work to be covered by the Office Supplement of the Construction Project Agreement, work at 95 percent is work to be covered by the Project Maintenance and Modifications Agreement, and work at 100 percent is work to be covered by the Construction Project Agreement.

Sincerely,

Original Signed By:

Alan R. Griswold
Manager of Trades and Labor Relations

FILE NOTE: For purposes of help to understand the initial intent of the parties to distinguish between what work is covered by which contract and for the definition of nonincidental work, this agreement continues to apply. For purposes of pay, this agreement has been superseded by LRS-48.

J. David Beckler
8/9/00

LRS-21

PROJECT AGREEMENT APPRENTICESHIP PROGRAMS AUTHORIZED TO RECEIVE CONTRIBUTIONS FROM TVA CONTRACTORS

(For rules regarding authorization, see LRS-16)

Union	Local	Address	City, State, Zip Code
Asbestos Workers	Local Union 37	2360 North Cullen Ave.	Evansville, IN 47715
Asbestos Workers	Local Union 46	Rt. 8, Box 330	Powell, TN 37849
Asbestos Workers	Local Union 78	2653 Ruffner Road	Birmingham, AL 35210
Asbestos Workers	Local Union 86	4822 Charlotte Ave.	Nashville, TN 37209
Asbestos Workers	Local Union 90	3400 Democrat Road	Memphis, TN 38118
Bricklayers	Chattanooga	3426 Harrison Pike	Chattanooga, TN 37416
Bricklayers	Knoxville	P.O. Box 612	Knoxville, TN 37901
Bricklayers	Memphis	1254 Lamar, Suite 100	Memphis, TN 38104
Bricklayers	Nashville	2922 Sidco Drive	Nashville, TN 37404
Boilermakers	Lodge 40	754 Minnesota Ave. Suite 424	Kansas City, KS 66101
Boilermakers	Lodge 263	754 Minnesota Ave. Suite 424	Kansas City, KS 66101
Boilermakers	Lodge 453	754 Minnesota Ave. Suite 424	Kansas City, KS 66101
Boilermakers	Lodge 454	754 Minnesota Ave. Suite 424	Kansas City, KS 66101
Boilermakers	Lodge 455	754 Minnesota Ave. Suite 424	Kansas City, KS 66101
Millwrights	Local Union 654	6136 Airways Blvd.	Chattanooga, TN 37421
Millwrights	Local Union 1544	1811 Airlane Drive	Nashville, TN 37210
Carpenters	Local Union 109	408 Nashville Ave.	Sheffield, AL 35660
Carpenters	Local Union 223	1811 Airlane Drive	Nashville, TN 37210
Carpenters	Local Union 1274	P.O. Box 1232	Decatur, AL 35602
Carpenters	Local Union 74	6136 Airways Blvd.	Chattanooga, TN 37421
Carpenters	East Tennessee	516 W. Vine Ave.	Knoxville, TN 37902
Carpenters	Local Union 50	516 W. Vine Ave.	Knoxville, TN 37902
Carpenters	Kentucky	4017 Dixie Highway	Louisville, KY 40216
Carpenters	Local Union 345	212 N. Second Street	Memphis, TN 38105
Electrical Workers	Local Union 175	3924 Volunteer Drive	Chattanooga, TN 37416
Electrical Workers	Local Union 270	P.O. Box 6288	Oak Ridge, TN 37831
Electrical Workers	Local Union 429	P.O. Box 90245	Nashville, TN 37209
Electrical Workers	Local Union 474	167 North Main St., Room 209	Memphis, TN 38103
Electrical Workers	Local Union 558	P.O. Box 578	Sheffield, AL 35660
Electrical Workers	Local Union 760	7617 Blueberry Road	Powell, TN 37849
Electrical Workers	Local Union 816	4515 Clarks River Road	Paducah, KY 42003
Electrical Workers	Local Union 835	115 Tucker Street	Jackson, TN 38301
Electrical Workers	Local Union 852	P.O. Box 1037	Corinth, MS 38834
Electrical Workers	Local Union 934	P.O. Box 388	Blountville, TN 37617
Electrical Workers	Local Union 1925	167 N. Main St., Room 209	Memphis, TN 38103
Iron Workers	Local Union 103	5313 Old Boonville Highway	Evansville, IN 47715
Iron Workers	Local Union 167	2574 Lindawood Cove	Memphis, TN 38118
Iron Workers	Local Union 384	1000 Buchanan Ave.	Knoxville, TN 37917
Iron Workers	Local Union 477	Drawer I	Sheffield, AL 35660
Iron Workers	Local Union 492	2524 Dickerson Road	Nashville, TN 37207
Iron Workers	Local Union 704	2715 Belle Arbor Ave.	Chattanooga, TN 37406
Iron Workers	Local Union 782	1115 Broadway	Paducah, KY 42001

LRS-21 - Authorized Apprenticeship Programs (continued)

Union	Local	Address	City, State, Zip Code
Laborers Kentucky			
Kentucky Training Apprenticeship Fund		2000 US Bypass South	Lawrenceburg, KY 40342
Laborers Nashville			
OVSS LECET Training Apprenticeship Fund		22 Century Blvd, Suite 450	Nashville, TN 37214
Laborers All Others			
Southeast Training Apprenticeship Fund		1724 Roadhaven Drive	Stone Mountain, GA 30083
Operating Engineers	Local Union 181	P.O. Box 34	Henderson, KY 42420
Operating Engineers	Local Union 312	P.O. Box 26368	Birmingham, AL 35260
Operating Engineers	Local Union 320	405 Dr. Hicks Blvd., East	Florence, AL 35630
Operating Engineers	Local Union 369	2369 Airways Blvd.	Memphis, TN 38114
Operating Engineers	Local Union 465	P.O. Box 15250	Durham, NC 27704
Operating Engineers	Local Union 624	1328 Highway 80, West	Jackson, MS 39204
Operating Engineers	Local Union 917	P.O. Box 23769	Chattanooga, TN 37422
Operating Engineers	Local Union 926	374 Maynard Terrace, SE, Suite 202	Atlanta, GA 30316
Painters	Local Union 49	3540 Summer Ave., Suite 307	Memphis, TN 38122
Painters	Local Union 57	5353 First Ave., North	Birmingham, AL 35212
Painters	Local Union 226	3922 Volunteer Drive	Chattanooga, TN 37416
Painters	Local Union 437	311 Morgan Street	Knoxville, TN 37917
Painters	Local Union 456	1123 Third Ave., North	Nashville, TN 37208
Painters	Local Union 500	1545 Century Lane	Paducah, KY 42003
Painters	Local Union 1293	109 Gusmus Ave.	Muscle Shoals, AL 35661
Roofers	Local Union 136	374 Maynard Terrace, SE	Atlanta, GA 30316
Roofers	Local Union 147	P.O. Box 91696	Louisville, KY 40291
Roofers	Local Union 176	P.O. Box 90996	Nashville, TN 37209
Sheet Metal Workers	Local Union 4	663 South Cooper, Suite 5A	Memphis, TN 38104
Sheet Metal Workers	Local Union 5	112 Hillcrest Drive	Knoxville, TN 37928
Sheet Metal Workers	Local Union 25	3922 Volunteer Drive, Suite 1	Chattanooga, TN 37416
Sheet Metal Workers	Local Union 48	1108 29th Street, North	Birmingham, AL 35234
Sheet Metal Workers	Local Union 110	810 N. English Station Road	Louisville, KY 40223
Sheet Metal Workers	Local Union 159	325 JJ Drive, Room 103	Greensboro, NC 27405
Sheet Metal Workers	Local Union 177	4709 Alabama Ave.	Nashville, TN 37209
Steamfitters	Local Union 43	3013 Riverside Drive	Chattanooga, TN 37414
Steamfitters	Local Union 102	1216 North Broadway	Knoxville, TN 37917
Steamfitters	Local Union 184	5820 Benton Road	Paducah, KY 42003
Steamfitters	Local Union 498	P.O. Box E	Gadsden, AL 35904
Steamfitters	Local Union 538	121-1/2 Spring Street	Johnson City, TN 37604
Steamfitters	Local Union 572	P.O. Box 78572	Nashville, TN 37207
Steamfitters	Local Union 614	3746 Jackson Ave.	Memphis, TN 38108
Steamfitters	Local Union 633	3128 Alvery Park Dr., West	Owensboro, KY 42303
Steamfitters	Local Union 669	7676 New Hampshire Ave., Suite 416	Langley Park, MD 20783
Steamfitters	Local Union 760	P.O. Box 2678	Muscle Shoals, AL 35662

LRS-24

March 21, 1994

Victor King
WR 3A-C

PROJECT AGREEMENT RATES OF PAY

We have recently learned that some contractors are paying an hourly rate of pay combined with a fringe benefit contribution that exceeds the total wage package identified in Exhibits A and S-1 of the Project Agreements. The only total wage package authorized by TVA for contractors to pay trades and labor employees working under the Project Agreements are the exact total wage package as specified in those wage exhibits. The total wage package should not be less than or exceed those provided. The only flexibility granted by TVA in those contract agreements are those provided in Article XII of the Project Maintenance and Modifications Agreement and Article X of the Construction Project Agreement which permits the movement of money from wages to fringe benefit contributions or vice versa. No articles of the Project Agreements permit the contractor to make any payments exceeding the total wage package identified in those exhibits.

To correct this problem, I need your assistance. I am requesting that you inform all Project Agreement contractors that they are not permitted to make any payment to trades and labor employees performing trades and labor work except for the total amount identified in the wage packages as contained in Exhibits A and S-1. If they are making wage payments greater than the total wage package identified in these exhibits, they are to correct those wages no later than June 1, 1994. Additionally, they are to be advised that if they feel some unusual circumstances warrant a higher rate of pay for trades and labor work, they may appeal such a request to their purchasing agent. The purchasing agent may grant such approval only after the approval of myself as the Manager of Trades and Labor Relations and the approval of the management representative of the organization contracting the work. Under no circumstances can a contractor pay a total wage package less than that specified in Exhibits A and S-1. I understand that this announcement may be of concern to some of our contractors; however, the provisions of our Project Agreement contracts have not permitted these contractors to pay higher than specified total wage packages. My staff will work with you and the other organizations within TVA to resolve these concerns as timely as possible. I recognize this will require considerable coordination, and I ask that you or your staff contact me or David Beckler to discuss the implementation of these directions.

TVA's position in this matter applies only to work covered by our Project Agreements, and not the work otherwise covered by our forms TVA 1851, which only specify the "minimum" rate of pay to be paid by contractors.

Original Signed By:

Alan R. Griswold
Manager, Trades and Labor Relations

LRS-25

April 21, 1994

Those Listed

SUPPLEMENTAL AGREEMENTS AND UNDERSTANDINGS - FOREMAN RATES OF PAY

A situation recently developed where the foreman of one craft was required to supervise the journeyman of another craft where the journeyman's rate of pay was higher than that of the foreman. The question then arose: Is it necessary in that case that the foreman be paid more than the journeyman they supervise? An example of the situation was a teamster foreman supervising a steamfitter in a tool issue warehouse operation. It is not necessary in that case that the foreman be paid more than the journeymen whom they supervise. It is necessary that these employees be paid in accordance with the rate of pay for their classification as specifically provided for in either Exhibits A or S-1.

Original Signed By:

Alan R. Griswold
Manager, Trades and Labor Relations

LRS-26

PROJECT MAINTENANCE AND MODIFICATIONS AGREEMENT
AND
CONSTRUCTION PROJECT AGREEMENT

JOINT LABOR-MANAGEMENT INTERPRETATIONS COMMITTEE

Interpretation No. 21

Reference: Article XII of the Construction Project Agreement and Article XIV PMMA

Subject: Definition of First, Second, and Third Shifts

Intent: Article XII of the Construction Project Agreement and Article XIV of the Project Maintenance and Modifications Agreement provides that employees on the first shift be paid 8 hours' pay for 8 hours worked, second shift be paid 8 hours' pay for 7-1/2 hours worked, and third shift employees be paid 8 hours' pay for 7 hours worked.

- Under the Construction Project Agreement, by definition under Article XII, the 8 hours of pay are paid for 8 hours of work for any shift between 6 a.m. and 5 p.m. Under this agreement, the second shift is paid 8 hours of pay for 7-1/2 hours worked for any shift, which is scheduled where a majority of the straight-time hours in that shift fall between 5 p.m. and midnight. The third shift payment of 8 hours' pay for 7 hours worked will be paid for any shift whose majority of straight-time hours fall between 12 midnight and 6 a.m.

- Under the Project Maintenance and Modifications Agreement, by definition under Article XIV, any shift that falls between 7 a.m. and 5 p.m. is defined as the first shift, and employees working that shift will be paid 8 hours' pay for 8 hours worked. The second shift payment of 8 hours' pay for 7-1/2 hours worked shall be paid for any shift whose majority of straight-time hours fall between 5 p.m. and 12 midnight. The third shift payment of 8 hours' pay for 7 hours worked will be paid to employees scheduled on a shift whose majority of **straight-time** hours fall between 12 midnight and 7 a.m. **When additional shifts corresponding in time are scheduled on overtime days within the workweek, it is intended these rules also apply to them**.

On any shift that is scheduled where the regularly scheduled straight-time hours of the shift are equally defined to meet the requirements of the shifts defined above, it shall be paid the shift premium requiring the fewest hours to be worked.

CHAIRMAN:	TENNESSEE VALLEY AUTHORITY
(*original signed by)* Pascal DiJames	*(original signed by)* David Beckler Manager, Industrial Relations
(*original signed by)* Mike Saccoccia	8-3-99 Date of Approval

LRS-27

May 11, 1994

TO: CONTRACTORS WHO ARE WORKING UNDER THE PROJECT MAINTENANCE AND MODIFICATIONS AGREEMENT AND THE CONSTRUCTION PROJECT AGREEMENT FOR THE TENNESSEE VALLEY AUTHORITY

In connection with the recent agreement between TVA and the Tennessee Valley Trades and Labor Council (Council) which provides for voluntary payroll deductions for political action committees (PACs), the Council has requested that TVA clarify its position on the processing of payroll deductions for PACs under the Project Agreements.

The Project Agreements specifically provide for payroll deductions for union dues, but are silent on payroll deductions for other purposes. TVA interprets this to mean that contractors covered by the Project Agreements are not required to process payroll deductions for PACs, but that the Council and such contractors are free to mutually agree on the processing of voluntary PAC contributions from employees covered by the Project Agreements.

Contractors covered by the Project Agreements are encouraged to work positively with union leadership in responding to requests from the unions for voluntary payroll deductions for political action committees. Contractors will need to specifically identify and delineate any costs associated with revising or adding payroll systems or for associated personnel costs for accommodating these payroll deductions. Contractors must request approval from the appropriate TVA contracting officer before being reimbursed for such costs under the terms of any current or future contracts issued under the Project Agreements. TVA will not automatically reimburse the contractor for related expenses. ~~If you have questions on this matter, please contact Alan Griswold at (423) 632-6307.~~

Original Signed By:

Steven D. Kirkham
Acting Senior Vice President
Labor Relations

FILE NOTE: If you have questions regarding this memorandum, you may call TVA's Labor Relations staff at 632-7759.

J. David Beckler
9/22/00

LRS-32

PROJECT MAINTENANCE AND MODIFICATIONS AGREEMENT
TENNESSEE VALLEY AUTHORITY

JOINT LABOR-MANAGEMENT INTERPRETATIONS COMMITTEE

Interpretation No. 15

REFERENCE: PMMA, Article XXI
CPA and CPA-S, Article XIII

SUBJECT: First Aid and Safety

INTENT: On the day the employee is injured and it is necessary to see a doctor, he will be taken to the doctor and shall receive eight (8) hours pay (a maximum of eight (8) or ten (10) hours depending on the job workday).

If subsequent visits are required, the appointments will be made after regular working hours by the company doctor, if possible. If, through no fault of the employee, the company doctor requires that an appointment be made during regular working hours, the employee shall not lose any time. However, if the employee desires to make an appointment during working hours, he may do so and will not be paid for any loss of time. The time to be paid is limited to the time spent in the doctor's office plus a reasonable amount of time required to travel to and from the doctor's office, not to exceed one (1) hours pay for each forty (40) miles required to travel.

If subsequent visits are required and an employee chooses to see a doctor other than the company doctor, it will be on his own time.

Original Signed By:

T. M. Dougherty
Chairman
Tennessee Valley Trades and Labor Council

Pascal DiJames
Secretary
Tennessee Valley Trades and Labor Council

Original Signed By:

Alan R. Griswold
for Steven D. Kirkham
Acting Vice President
Labor Relations
Tennessee Valley Authority

Date of Approval: March 6, 1994

LRS-35

This LRS-35 will be the permanent Labor Relations Supplement (LRS) 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.

Contents

1. Material Handler - Hourly	Attachment 1
TVA Nuclear	Attachment 1A
Fossil and Hydro	Attachment 1B
2. Hoist Operator (Restricted Fossil Operations	Attachment 2
3. Carpenter-Transmission Foreman Specialist (Customer Group)	Attachment 3
4. Asbestos Abatement Worker	Attachment 4
5. Lead-Based Paint Abatement Worker	Attachment 5
6. Boilermaker Certified Pressure Welder	Attachment 6
7. Craft Assignee—Iron Workers, Sheet Metal Workers, and Steamfitters	Attachment 7
8. Craft Assignee—Iron Workers, Boilermakers, and Steamfitters	Attachment 8
9. Craft Assignee—Boilermakers and Sheet Metal Workers	Attachment 9

Attachment 1

LRS-35
(Revision 1 - April 20, 1996)

MEMORANDUM OF UNDERSTANDING
REGARDING ESTABLISHMENT OF THE TEAMSTER
CLASSIFICATION OF MATERIAL HANDLER

TVA and the International Brotherhood of Teamsters agree to establish the classification of Material Handler under Exhibit A of the Project Maintenance and Modifications Agreement. It is agreed that the work covered by this classification is not similar to the Warehouseman classification. Currently there are two agreed-upon job descriptions (attached), one for TVA Nuclear and one for Fossil and Hydro Power.

It is the intent and understanding of the parties that use of this classification is limited to contractors supplying TVA with employees augmenting TVA's annual employees performing material handling duties. The wage rate for Material Handler is 12 percent above the Truck Head Foreman with the fringe contributions the same as those contained in Exhibit A for Teamster represented classifications.

Original Signed By:

J. David Beckler
Manager, Industrial Relations
Tennessee Valley Authority

Original Signed By:

George T. Blaylock
Chairman, Construction Division
Southern Region
International Brotherhood of Teamsters

Attachment 1A

MATERIAL HANDLER (HOURLY)
(For augmenting TVA Nuclear annual employees only)

The following job description is applicable to work performed by hourly contractor employees only when augmenting TVA's annual material handlers in a TVA Nuclear (TVAN) warehouse facility.

DUTIES

The hourly material handler independently performs the full range of materials related functions and may be assigned to any phase of operation. Duties will be combined in a manner which best meets the needs of the organization based on the volume of work and size of the operation.

The primary responsibility of this hourly position is to ensure that materials and equipment are received, stored, and issued, including segregation of nonconformances, in accordance with applicable standards and that documents are generated and processed so that materials are available to meet schedules. The hourly material handler prepares required documentation, reconciliation reports, and nonconforming corrective action reports, as necessary, and uses on-line technology for inquiry, data entry, report requests, and other automated materials related activities.

Performs receipt functions for all material received. This includes initial inspection for shipping damage, compliance with commercial requirements of procurement documents (quantity, size, etc.), compliance with documentation requirements.

Performs the delivery and receipt of material for all assigned work activities. Maintains accurate status of all assigned material activities.

Supports the release and transfer of material from other TVA sites, and as required, from other utilities.

Receives material shipped by freight truck, rail car, vendor's truck, UPS, TVA vehicles, etc., including special shipments such as diesel fuel, hydrogen trailers, and cylinders of compressed gas.

Resolves identified discrepancies through Purchasing or by dealing directly with vendors. If material does not meet requirements, prepares Receipt Exception Form/nonconformance report. Performs follow-up investigation in the case of damaged, incorrect, or nonconforming material which are determined to be adverse to quality. Completes automated receiving process and is responsible for preventing late payments through expeditious receipt document processing.

Tags and marks material and storage locations for proper identification and stores material according to established policies and procedures. As directed, arranges storage bins, cabinets, and racks to ensure proper storage. Ensures, as applicable, that all material is reviewed for inclusion in the site Preventative Maintenance/Shelf-life (PM/SL) program.

MATERIAL HANDLER (HOURLY) *(continued)*
(For augmenting TVA Nuclear annual employees only)

Performs warehouse inspections to ensure that material is being properly stored and protected in accordance with relevant standards and storage procedures.

Issues material after verifying proper authorization, ensuring that all required information is included to properly complete each transaction. May issue via storeroom requisition (575N), MPAC, or bar code. Ensures that the quality level of the material issued is consistent with the quality level required on the issue request.

Responsible for shipment of incorrect materials back to vendors and the transfer of material to other TVA locations or to organizations outside TVA. Prepares material for shipment by ensuring proper packaging, loads material using proper handling techniques, and ships in compliance with TVA, State, and Federal regulations. Selects method of shipment based on cost, desired delivery date, type of material, and destination.

Observes the methods, procedures, and processes associated with material handling work and recommends new or revised procedures. Keeps abreast of new or revised materials-related procedures.

Supports the routine performance of cyclic inventory counting in accordance with established policies and business practices. Root causes and works to resolve inventory discrepancies prior to making inventory adjustments. Participates in the sample and physical (wall-to-wall) inventories.

Identifies surplus or obsolete material, prepares documents for disposition, and participates in sale of surplus material or scrap.

Operates material handling equipment to unload, load, or relocate materials. Material handling/cutting equipment includes, but is not limited to, forklifts, bridge or monorail cranes, rigging equipment, band saws, and cable cutting and rereeling equipment. Incumbent operates motor vehicles to deliver materials and equipment on site and, as required, operates trucks (non-CDL) to pick up and deliver material from suppliers and other TVA locations.

Identifies unsafe work conditions/practices and initiates corrective action. Participates in periodic safety meetings.

Responds to "call-outs" or necessary shift schedule changes.

Ensures that nuclear security clearance is maintained by strictly adhering to procedures governing work related to quality assurance, site-specific issues, etc., as required by NRC, Federal, and TVA regulations.

MATERIAL HANDLER (HOURLY) *(continued)*
(For augmenting TVA Nuclear annual employees only)

Assists in implementation of radwaste management programs. Reviews and ensures Radcon manager's approval is provided on shipment papers for radwaste and radioactive materials.

Checks in and assists in shipping materials related to site-specific programs, such as major equipment, hazardous waste (PCB and chemical waste), radwaste, etc.

Prepares hazardous waste for shipment to the Hazardous Waste Facility, including preparation of manifests and GBLs and ensuring that waste shipment adheres to Federal, State, and TVA regulations for packaging, labeling, and method of shipment.

Performs other duties as assigned.

Qualifications:

Should have at least a high school education or equivalent. Should be physically capable of performing duties of the position, be able to follow oral and written instructions precisely, and be proficient in basic four function mathematics. Must possess a valid state driver's license.

Attachment 1B

MATERIAL HANDLER (HOURLY)
(For augmenting Fossil and Hydro Power annual employees only)

The following job description is applicable to work performed by hourly contractor employees only when augmenting TVA's annual work force or in temporary situations to address work requirements in TVA Fossil and Hydro Power (F&HP).

DUTIES

The incumbent independently performs the full range of material handling functions and may be assigned to any phase of operation. Duties will be combined in a manner which best meets the needs of the organization based on the volume of work and size of the operation.

The primary responsibility of this position is to ensure that materials and equipment are received, stored, and issued, including segregation of nonconformances, in accordance with applicable standards and that documents are generated and processed so that materials are available to meet schedules. The incumbent prepares required documentation, reconciliation reports, and over, short, damaged, or discrepant (OSD or D), as necessary, and uses on-line technology for inquiry, data entry, report requests, and other automated materials related activities.

Performs receipt functions for all materials. This includes initial inspection for shipping damage, compliance with commercial requirements of procurement documents (quantity, size, etc.), and compliance with documentation requirements.

Maintains accurate status of all assigned material activities.

Prepares material for release and transfer.

Resolves identified discrepancies through appropriate processes. If material does not meet requirements, prepares Receipt Exception Form/nonconformance report. Performs follow-up investigation to disposition in the case of damaged, incorrect, or nonconforming material which are determined to be adverse to quality. Completes automated receiving process and is responsible for preventing late payments through expeditious receipt document processing.

Tags and marks material and storage locations for proper identification and stores material according to established policies and procedures. As directed, arranges storage bins, cabinets, and racks to ensure proper storage. Ensures, as applicable, that all material is reviewed for inclusion in the site Preventive Maintenance/Shelf-life (PM/SL) program.

Performs warehouse inspections to ensure that material is being properly stored and protected in accordance with relevant standards and storage procedures.

Issues material after verifying proper authorization, ensuring that all required information is included to properly complete each transaction. May issue via storeroom requisition issue ticket, MPAC, or bar code. Ensures that the quality of the material issued is consistent with the quality required on the issue request.

MATERIAL HANDLER (HOURLY) *(continued)*
(For augmenting Fossil and Hydro Power annual employees only)

Prepares material for shipment by ensuring proper packaging, loads material using proper handling techniques, and ships in compliance with TVA, State, and Federal regulations. Selects method of shipment based on cost, desired delivery date, type of material, and destination.

Observes the methods, procedures, and processes associated with material handling work and recommends new or revised procedures.

Supports the routine performance of cyclic inventory counting in accordance with established policies and business practices. Assists in preparation of root cause analysis and works to resolve inventory discrepancies prior to making inventory adjustments. Participates in the sample and physical (wall-to-wall) inventories.

Assists in the identification of surplus or obsolete material, prepares documents for disposition, and participates in the sale of surplus material or scrap.

Operates material handling equipment to unload, load, or relocate materials. Material handling/cutting equipment includes, but is not limited to, forklifts, bridge or monorail cranes, rigging equipment, band saws, and cable cutting and rereeling equipment. Incumbent operates motor vehicles to deliver materials and equipment on site and, as required, operates trucks to pick up and deliver material from suppliers and other TVA locations.

May be required to assist in the training and development of other employees.

Performs work in a safe manner which may include identifying unsafe work conditions/practices and initiating corrective action. Participates in safety meetings in the work group, which may involve coordinating the agenda, gathering information on safety topics, and participating or leading safety discussions.

Checks in and assists in shipping materials related to site-specific programs, such as major equipment, hazardous waste (PCB and chemical waste), etc.

As hazardous waste is shipped to the Hazardous Waste Facility, prepares manifests and GBLs and ensures that waste shipment adheres to TVA, State, and Federal regulations for packaging, labeling, and method of shipment.

Performs other duties as assigned.

QUALIFICATIONS

Must have at least a high school education or equivalent. Must be physically capable of performing duties of the position, be able to follow oral and written instructions precisely, and be proficient in basic four function mathematics. Must possess a valid state driver's license.

Would be desirable to have satisfactorily completed the course, Material Storage and Handling Guidelines.

TVA and the International Union of Operating Engineers have agreed to the establishment of a new classification represented by the Operating Engineers (see below). The classification is titled Hoist Operator (Restricted), and the rate of pay is set at 60 percent of the Group B Operator rate of pay. It is agreed that this classification will be restricted to the TVA Fossil Operations organization. With this notice, the request below is approved.

(ORIGINAL SIGNED BY)
David Beckler, Manager, Industrial Relations

ATTACHMENT 2

May 13, 1996

J. David Beckler, ET 6D-K

IMPLEMENTATION OF HOIST OPERATOR (RESTRICTED) CLASSIFICATION

Fossil and Hydro Power requests implementation of the Hoist Operator (Restricted) classification under the Project Maintenance and Modifications Agreement. It is agreed that this classification will be used only where, at management's sole discretion, there is a need to staff an operator on the plants' elevators which are predominantly carrying personnel. Under routine plant operation, there is no need to utilize this classification.

- This classification will be used on temporary work outages where, because of a large volume of contractor employees, management determines a need to staff the elevators predominantly carrying personnel.

- In addition to operating the elevator, the incumbent will assure only authorized personnel are using the elevator and complying with all plant rules and regulations regarding the elevators' operation and will perform other duties as assigned.

It has been agreed that this classification will be utilized by and limited to Fossil Operations, and the wage rate would be set at 60 percent of the Group B Operator rate of pay.

When either TVA or contractor management determines that it is warranted to staff a freight elevator (predominantly carrying freight) the proper classification is the Group B Hoist Operator.

(ORIGINAL SIGNED BY)

D. L. (Pete) Johnson
Manager, Labor Relations
Fossil and Hydro Power
LP 3G-C

CONCURRENCE: (ORIGINAL SIGNED BY) (SIGNED ON 5/20/96)
Steven Stutts

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING

TVA and the United Brotherhood of Carpenters and Joiners of America through the Tennessee Valley Trades & Labor Council agree to establish an additional classification, Carpenter-Transmission Foreman Specialist, under Exhibit A of the Project Maintenance and Modification Agreement. This classification will perform specialized functions specific to carpenter work on transmission line tower footing.

This classification is for use by contractors of TVA's Customer Group and may be terminated by TVA or the Council upon 60 days' notice. The Carpenter-Transmission Foreman Specialist wage rate is set at $1.50 above the Carpenter Head Foreman wage rate as provided in the exhibit referenced above.

Original Signed By:

Naomi C. Lindsey
for James Byerley
Manager, Transmission
Tennessee Valley Authority

Original Signed By:

R. H. Clay
General Representative
United Brotherhood of Carpenters
and Joiners of America

Original Signed By (on 3/5/93):

Steven D. Kirkham
Vice President
Employee Relations
Tennessee Valley Authority

Original Signed By (on 3/1/95):

Pascal DiJames
Administrator
Tennessee Valley Trades & Labor
Council

The Carpenter-Transmission Foreman Specialist wage rate effective March 5, 1993, under Exhibit A of the Project Maintenance and Modifications Agreement is $17.54 per hour. Fringe benefits are those listed for the Carpenter classifications.

MEMORANDUM OF UNDERSTANDING

(*This Memorandum supersedes the previous Memorandum of Understanding dated December 1993 that established the Asbestos Abatement Worker classification*. *[This Memorandum of Understanding applies to Exhibit A, Exhibit S-1, and Exhibit C])*

TVA and the International Association of Heat and Frost Insulators and Asbestos Workers through the Tennessee Valley Trades and Labor Council first established a classification of Asbestos Abatement Worker in 1993. By copy of this Memorandum, the parties agree to the following terms:

- The Asbestos Abatement Worker wage rate is set at 70 percent of the journeyman Asbestos Worker.
- An Asbestos Abatement Worker Foreman classification is established with this MOU and at a wage rate of 10 percent above the Asbestos Abatement Worker classification.
- The fringe benefits for the two above classifications are the same as those listed for the Asbestos Worker classification.
- The parties agree that in the future, when asbestos abatement work is required, the employer will have the choice of working either employees classified in the Asbestos Abatement Worker classifications or Asbestos Worker classifications, including all apprentices, so long as each individual has appropriate certifications. **Exception:** It is agreed that when asbestos abatement work is being performed and one or more foremen are required to supervise that activity, at least one of the foremen will be classified and paid as an Asbestos Worker Foreman. It is also not intended by the parties that an Asbestos Worker will be supervised by a foreman classified as Asbestos Abatement Worker Foreman.

original signed by
David Beckler (date)
Manager, Industrial Relations
Tennessee Valley Authority

original signed by
William (Bill) Mahoney (date)
International Vice President
International Association of Heat and Frost Insulators and Asbestos Workers

s:\public\cay\LRS 35 Att. 4.doc

MEMORANDUM OF UNDERSTANDING

The Tennessee Valley Authority and the International Brotherhood of Painters and Allied Trades (IBPAT), through the Tennessee Valley Trades and Labor Council, agree to establish an additional classification, Lead-Based Paint Abatement Worker, Exhibit A of the Project Maintenance and Modifications Agreement.

When a TVA contractor decides to assign the removal of lead-based paint to employees represented by the IBPAT, it is understood that <u>any</u> classification represented by the IBPAT may be assigned to remove lead-based paint.

It is generally understood that, for jobs to remove lead-based paint of long duration (for two weeks or more), journeymen classified as Lead-Based Paint Abatement Workers may be utilized. Normally, on such jobs that are of shorter duration, any classification may be utilized. On jobs removing lead-based paint, the ratio of nonjourneymen to journeymen may be increased to 50 percent unless a greater percentage of use of nonjourneymen is authorized by a union representative. The rate of pay and fringe benefits are established the same as the Painter classification.

(original signed by) 12-11-97	*(original signed by)* 12-11-97	*(original signed by)* 12-11-97
David Beckler (date)	Pascal DiJames (date)	Terry Knowles (date)
Manager, Industrial Relations	Administrator	General Vice President
Tennessee Valley Authority	Tennessee Valley Trades and Labor Council	International Brotherhood of Painters and Allied Trades

MEMORANDUM OF UNDERSTANDING
Boilermaker Certified Pressure Welder Classification (and Apprentices)
CPA, CPA-S, and PMMA Agreements

Initially Effective January 1, 1999
and as revised January 1, 2000

In accordance with the terms and conditions of the CPA, CPA-S, and PMMA agreements, the parties signatory thereto agree to the following definition of a Boilermaker Certified Pressure Welder (CPW) as categorized in the agreements and entitled to the rate of pay of a Boilermaker CPW.

1. Any journeyman Boilermaker requested or referred as a Certified Pressure Welder requiring certification under the ASME Section 9 welding will be considered a Boilermaker CPW from the point of employment until employment is terminated.

2. a. Any journeyman Boilermaker assigned to perform welding which requires welding certification as described in paragraph 1 shall be considered a Boilermaker CPW from the point at which the assignment was made until the employment is terminated.

   b. Apprentices who have certified under the ASME Code welding requirements, and who are assigned to production pressure welding on the job, will receive the Certified Pressure Welder wage differential for each hour paid in addition to his regular wage for the full shift in which the apprentice was assigned to perform ASME Code welding. This differential is the same amount to be added to apprentice wage rate that is the difference in the published Boilermaker CPW and the Boilermaker Welder wage rates. This increase for the apprentice classifications performing certified pressure welder work will be effective with the contractor's first payroll period beginning after January 1, 2000.

3. Welding not considered CPW welding is that which is performed under the AWS (American Welding Society) code unless otherwise assigned by the employer.

4. Disputes over the definitions in this Memorandum of Understanding shall be resolved as mutually agreed between the Tennessee Valley Authority Manager of Industrial Relations and the Tennessee Valley Trades and Labor Council Representative for the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers, AFL-CIO.

(original signed by)	3/13/00	*(original signed by)*	3-16-00
David Beckler	(date)	William R. Elrod	(date)
Manager, Industrial Relations		International Representative-CD	
Tennessee Valley Authority		International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	

Revision 1 made to add provisions to pay apprentice when performing ASME Code welding (see Item 2b above).

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TENNESSEE VALLEY AUTHORITY AND THE
SHEET METAL WORKERS, IRON WORKERS, AND STEAMFITTERS

Craft Assignee Wages and Fringe Benefits

For purposes of this Memorandum of Understanding, a Craft assignee is a journeyman of one craft (Craft A) employed in another craft (Craft B) to meet the staffing requirements of Craft B's work on a given project. This action is to be taken in compliance with either the Construction Project Agreement (CPA), the Construction Project Agreement-Supplement (CPA-S), or the Project Maintenance and Modification Agreement (PMMA) and occurs when the assignee has been cleared, designated to be an assignee, and referred to a project through the legal referral facilities maintained by Craft B.

When employed under the provisions of this agreement, the journeyman Craft assignee will be paid an hourly wage rate the same as the journeyman hourly wage of Craft B paid on that project. All other payments and contributions made in behalf of the Craft assignee for the hours he/she works, will be made to those funds associated with Craft A at the rates paid to those funds on that project. This includes any applicable and agreed-upon (CPA, CPA-S, or PMMA) fund contributions such as SASMI, any hourly apprentice fund (Exhibit B) contributions, and fringe funds (all pension, annuity, and health and welfare) contributions.

The parties signatory to this Memorandum of Understanding agree that this agreement meets the prevailing wage requirements for work of assignees and in no way is to be used as a basis for determining the prevailing rate requirements for any other classification.

This Memorandum of Understanding may be canceled by any participating party, as it applies to that party, after giving written notice to all participating parties 60 days in advance of the cancellation date.

original signed by 9/25/00
David Beckler
(date)
Manager, Industrial Relations
Tennessee Valley Authority

original signed by 9/25/00
Dick Ward (date)
General Organizer
International Association of Bridge, Structural and Ornamental Iron Workers

original signed by 9/25/00
Dean Ball (date)
International Representative
Sheet Metal Workers' International Association and Ornamental Iron Workers

original signed by 9/25/00
Charles F. Ashley (date)
International Representative
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

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ASSIGNEE'S ACCEPTANCE OF THE ABOVE TERMS

I have read, understand, and accept the above terms and conditions for hourly wages and fringe contributions as a Craft assignee.

(Name of Contractor)	(Signature of Assignee)	(SSN)	(date)

(This signed acceptance is to be provided by the assignee to the contractor's employment office at the time of employment.)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TENNESSEE VALLEY AUTHORITY AND THE
BOILERMAKERS, IRON WORKERS, AND STEAMFITTERS

Craft Assignee Wages and Fringe Benefits

For purposes of this Memorandum of Understanding, a Craft assignee is a journeyman of one craft (Craft A) employed in another craft (Craft B) to meet the staffing requirements of Craft B's work on a given project. This action is to be taken in compliance with either the Construction Project Agreement (CPA), the Construction Project Agreement-Supplement (CPA-S), or the Project Maintenance and Modification Agreement (PMMA) and occurs when the assignee has been cleared, designated to be an assignee, and referred to a project through the legal referral facilities maintained by Craft B.

When employed under the provisions of this agreement, the journeyman Craft assignee will be paid an hourly wage rate the same as the journeyman hourly wage of Craft B paid on that project. All other payments and contributions made in behalf of the Craft assignee for the hours he/she works, will be made to those funds associated with Craft A at the rates paid to those funds on that project. This includes any applicable and agreed-upon (CPA, CPA-S, or PMMA) fund contributions such as the Boilermakers MOST Program, any hourly apprentice fund (Exhibit B) contributions, and fringe funds (all pension, annuity, and health and welfare) contributions.

The parties signatory to this Memorandum of Understanding agree that this agreement meets the prevailing wage requirements for work of assignees and in no way is to be used as a basis for determining the prevailing rate requirements for any other classification.

This Memorandum of Understanding may be canceled by any participating party, as it applies to that party, after giving written notice to all participating parties 60 days in advance of the cancellation date.

original signed by 9/25/00
David Beckler (date)
Manager, Industrial Relations
Tennessee Valley Authority

original signed by 9/26/00
William R. Elrod
(date)
International Representative-CD
International Brotherhood of Boilermakers, Iron Ship Building, Blacksmith, Forgers & Helpers

original signed by 9/25/00
Dick Ward (date)
General Organizer
International Association of Bridge, Structural and Ornamental Iron Workers

original signed by 9/25/00
Charles F. Ashley
(date)
International Representative
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

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ASSIGNEE'S ACCEPTANCE OF THE ABOVE TERMS

I have read, understand, and accept the above terms and conditions for hourly wages and fringe contributions as a Craft assignee.

(Name of Contractor)	(Signature of Assignee)	(SSN)	(date)

(This signed acceptance is to be provided by the assignee to the contractor's employment office at the time of employment.)

LRS-35 **Attachment 9**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TENNESSEE VALLEY AUTHORITY AND THE
BOILERMAKERS AND SHEET METAL WORKERS

Craft Assignee Wages and Fringe Benefits

For purposes of this Memorandum of Understanding, a Craft assignee is a journeyman of one craft (Craft A) employed in another craft (Craft B) to meet the staffing requirements of Craft B's work on a given project. This action is to be taken in compliance with either the Construction Project Agreement (CPA), the Construction Project Agreement-Supplement (CPA-S), or the Project Maintenance and Modification Agreement (PMMA) and occurs when the assignee has been cleared, designated to be an assignee, and referred to a project through the legal referral facilities maintained by Craft B.

When employed under the provisions of this agreement, the journeyman Craft assignee will be paid an hourly wage rate the same as the journeyman hourly wage of Craft B paid on that project. All other payments and contributions made in behalf of the Craft assignee for the hours he/she works, will be made to those funds associated with Craft A at the rates paid to those funds on that project. This includes any applicable and agreed-upon (CPA, CPA-S, or PMMA) fund contributions such as the Boilermakers' MOST Program and the Sheet Metal Workers' SASMI Program, any hourly apprentice fund (Exhibit B) contributions, and fringe funds (all pension, annuity, and health and welfare) contributions.

The parties signatory to this Memorandum of Understanding agree that this agreement meets the prevailing wage requirements for work of assignees and in no way is to be used as a basis for determining the prevailing rate requirements for any other classification.

This Memorandum of Understanding may be canceled by any participating party, as it applies to that party, after giving written notice to all participating parties 60 days in advance of the cancellation date.

original signed by 11-7-01
David Beckler (date)
Manager, Industrial Relations
Tennessee Valley Authority

original signed by 11-7-01
William R. Elrod (date)
International Representative-CD
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers

original signed by 11-7-01
Dean Ball
(date)
International Representative
Sheet Metal Workers' International Association

ASSIGNEE'S ACCEPTANCE OF THE ABOVE TERMS

I have read, understand, and accept the above terms and conditions for hourly wages and fringe contributions as a Craft assignee.

(Name of Contractor)	(Signature of Assignee)	(SSN)	(date)

(This signed acceptance is to be provided by the assignee to the contractor's employment office at the time of employment.)

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MEMORANDUM OF UNDERSTANDING BETWEEN TENNESSEE VALLEY AUTHORITY AND THE TENNESSEE VALLEY TRADES AND LABOR COUNCIL REGARDING CLARIFICATION OF EXISTING JOB CLASSIFICATIONS AND THE ESTABLISHMENT OF NEW JOB CLASSIFICATIONS IN THE PROJECT MAINTENANCE AND MODIFICATION AGREEMENT, CONSTRUCTION PROJECT AGREEMENT AND THE OFFICE CONSTRUCTION, MAINTENANCE, AND MODIFICATION SUPPLEMENT TO THE CONSTRUCTION PROJECT AGREEMENT

The contents of this Memorandum of Understanding will be added as Attachment 10 to LRS-35 (Classifications/Job Descriptions).

A. DEFINITION OF EXISTING JOB CLASSIFICATIONS FOR MOST CRAFTS

Non-journeymen (Sub-journeymen) (see endnotes 2 in Exhibits A, B, C, and S-1)

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, Groundman--Maintenance [IBEW], 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.

FOREMAN
General Duties
(All Crafts)

Supervises crafts in the performance of work associated with the building, maintaining, and repair of nuclear reactors, coal fired boilers, combustion turbines, hydro plants, turbines, generators, electrical transmission and distribution system, and other auxiliary equipment associated with the generation, transmission, and distribution of electrical energy and related services and other facilities. These duties will require the foreman to do planning, coordination, and making sure that each job has the materials and equipment for the safe and efficient performance of assigned work. Management determines when Foremen are needed. Other duties as assigned.

HEAD FOREMAN
(sometimes referred to as Lead Foreman in the Agreements)
General Duties
(All Crafts)

Supervises two or more craft foremen (and their crews), which may be from single or multiple crafts, including providing directions, planning, establishing priorities, supporting and promoting safety, and actively participating in the implementation of administrative policies and programs. Management determines when Head Foreman are needed. Other duties as assigned.

B. ESTABLISHMENT OF NEW JOB CLASSIFICATIONS

I. HOURLY CRAFT SUPERINTENDENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
TENNESSEE VALLEY AUTHORITY
AND THE
TENNESSEE VALLEY TRADES AND LABOR COUNCIL
REGARDING THE ESTABLISHMENT OF THE
HOURLY CRAFT SUPERINTENDENT CLASSIFICATION IN THE
PROJECT MAINTENANCE AND MODIFICATION AGREEMENT,
CONSTRUCTION PROJECT AGREEMENT,
AND THE
OFFICE CONSTRUCTION, MAINTENANCE, AND MODIFICATION SUPPLEMENT
TO THE CONSTRUCTION PROJECT AGREEMENT

EFFECTIVE OCTOBER 2, 2006

In recognition of the Tennessee Valley Authority's (TVA) contractors' need to supplement its management workforce in a capacity of management responsibilities which are considered to be greater than the Head Foreman duties, as determined by the contractors, during outage and project work with an interim position within the craft unions, above the Head Foreman position, to provide supervision, planning, and oversight to Foremen and Head Foremen supervising multiple craft unions. The **Hourly Craft Superintendent** position, with the approval of the TVA Technical Contract Manager, is established at a rate of 10% above the highest hourly wage rate in the Head Foreman classification for the crafts in Exhibit A, Exhibit C, or S-1 Wage Schedules in the Project Maintenance and Modification Agreement, the Construction Project Agreement, and the Office Construction, Maintenance, and Modification Supplement to the Construction Project Agreement. The fringe benefits will be consistent with the benefit payment of the craft of the individual before the temporary promotion to the Hourly Craft Superintendent.

Management will determine when Hourly Craft Superintendents are needed. Management's decisions as to whether or not the Hourly Craft Superintendent position is needed, the choices made in selecting individuals to fill these positions, and decision to hire, layoff, promote, demote, discipline, and discharge such individuals are not subject to appeals under the provisions of the grievance adjustment procedure, Article II.D, or Article VIII, provided in either the Project Maintenance and Modification Agreement or Construction Project Agreement.

The Hourly Craft Superintendent position will supervise two or more Foremen, Head Foremen, or multiple discipline of craftsmen in the performance of work (see Attachment 1, Hourly Craft Superintendent Position, for major job responsibilities).

II. HOURLY CRAFT WORK PLANNER

MEMORANDUM OF UNDERSTANDING
BETWEEN
TENNESSEE VALLEY AUTHORITY
AND THE
TENNESSEE VALLEY TRADES AND LABOR COUNCIL
REGARDING THE ESTABLISHMENT OF THE
HOURLY CRAFT WORK PLANNER CLASSIFICATION IN THE
PROJECT MAINTENANCE AND MODIFICATION AGREEMENT,
CONSTRUCTION PROJECT AGREEMENT,
AND THE
OFFICE CONSTRUCTION, MAINTENANCE, AND MODIFICATION SUPPLEMENT
TO THE CONSTRUCTION PROJECT AGREEMENT

EFFECTIVE OCTOBER 2, 2006

In recognition of the Tennessee Valley Authority's contractors' need to supplement its planning workforce in preparation for outage and project work with a position within the craft unions to develop work packages and plan work, the **Hourly Craft Work Planner** position, with the approval of the TVA Technical Contract Manager, is established at a rate of 10% above the respective Journeyman wage rate for the crafts in Exhibit A, Exhibit C, or S-1 Wage Schedules in the Project Maintenance and Modification Agreement, the Construction Project Agreement, and the Office Construction, Maintenance, and Modification Supplement to the Construction Project Agreement: The fringe benefits will be consistent with the benefit payment of the craft of the individual before the promotion to the Hourly Craft Work Planner.

Management will determine when Hourly Craft Work Planners are needed and will call such individuals by name. Management will hire, promote, demote, reclassify, or layoff individuals in the Hourly Craft Work Planner classification based on the need as determined by management. Such actions are not subject to appeals under the provisions of the grievance adjustment procedure, Article II.D, or Article VIII, provided in either the Project Maintenance and Modification Agreement or Construction Project Agreement.

The Hourly Craft Work Planner will write/review maintenance and modification work orders and develop detail work plans (see Attachment 2, Hourly Craft Work Planner Position, for major job responsibilities).

These new classifications will be published in the January 2007 publication of Exhibit A, C, and S-1 wage schedules of the Project Agreements.

Original signed by	10-02-2006	*Original signed by*	10-02-2006
Jerry L. Payton	(date)	Carl B. Murphy	(date)
Senior Manager		Administrator	
Industrial Relations		Tennessee Valley Trades	
Tennessee Valley Authority		and Labor Council	

Attachment 1

HOURLY CRAFT SUPERINTENDENT POSITION

Major Duties and Responsibilities

Establish and maintain a safe work environment which meets or exceeds company and customer requirements.

Ensure compliance with safety rules and procedures. Continually address safety concerns.

Initiate and track material procurement. Perform inspections of materials to verify adherence to technical specifications.

Develop and maintain schedules and cost controls. Provide estimating and quantity surveys necessary for cost estimates and quantity installation reporting.

Provide supervision, coordination, and directions to multiple discipline crews, Foremen, and Head Foremen in meeting established schedule and performance requirements.

Lead by example in displaying professional conduct, supporting teamwork, ensuring that procedures are followed, proper material and equipment are being used, and monitoring manpower requirements and adjusting resources as required.

Other duties as assigned by management.

Knowledge, Skills, and Abilities Required

The Hourly Craft Superintendent must have significant experience as a journeyman craftsman, foremen, and/or head foreman. Excellent craft organizational and leadership skills. Fully accept and execute the management roles and responsibilities that are incumbent to this position.

Good interpersonal skills. Good computer skills. Ability to work with and interface with upper-level management of TVA, unions, contractors, and others as needed to plan work and resolve issues as they arise to insure successful completion of work activities.

Attachment 2

HOURLY CRAFT WORK PLANNER

Major Duties and Responsibilities

Writes/reviews maintenance and modification work orders and develops detail work plans. Performs inspections of mechanical and electrical components and systems to develop detail procedures for work sequencing. Develops list of materials and tools. Orders and tracks material deliveries and performs technical inspections to ensure the quality of material.

Ensures work is planned, sequences, and scheduled in compliance with safe work practices, quality control, and quality assurance requirements, following the appropriate work management processes.

Performs investigations of field equipment using field observation, vendor manuals and procedures, detail drawings and technical specification, and other resources as needed.

Other duties as assigned.

Knowledge, Skills, and Abilities Required

The Hourly Craft Work Planner must have extensive experience as a journeyman craft.

Ability to effectively plan and coordinate the work of others.

Ability to convey technical information effectively, written and orally. Provide technical support to craft personnel.

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Memorandum of Understanding Regarding
Boilermaker Certified Welder – Flux Cored Arc Welding Certification –
(and Apprentices) in the
Project Maintenance and Modification Agreement,
Construction Project Agreement
and the
Office Construction, Maintenance, and Modification Supplement
To the Construction Project Agreement
Effective First Pay Period After January 1, 2007

In accordance with the terms and conditions of the Project Maintenance and Modification Agreement (PMMA), Construction Project Agreement (CPA), and Office Construction, Maintenance, and Modification Supplement to the Construction Project Agreement (CPA-S) agreements, the parties signatory thereto agree to the following definition of an International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers, AFL-CIO (Boilermaker) Certified Welder (CW) – Flux Cored Arc Welding (FCAW):

Minimum certification requirements:

1. All position P1 plate with backing per the requirements of the American Society of Mechanical Engineers (ASME) Section IX requirements – 2G (horizontal), 3G (vertical), 4G (overhead)
2. Welding progression to be vertical up
3. Filler Metal Product Form to be Flux Cored
4. Filler Metal F Number to be F6
5. Transfer mode not to include short circuiting arc

This new classification will be listed and identified as **Boilermaker Welder-CW-FCAW** and will receive a premium above the Boilermaker Journeyman wage rate.

1. Any journeyman Boilermaker requested or referred as a Boilermaker Welder-CW-FCAW requiring certification as described in the minimum certification requirements above will be considered a Boilermaker Welder-CW-FCAW from the point of employment until employment is terminated.

2. a. Any journeyman Boilermaker assigned to perform welding which requires welding certification as described in the minimum certification requirements above shall be considered a Boilermaker Welder-CW-FCAW from the point at which the assignment was made until the employment is terminated.

   b. Apprentices who are certified under the minimum certification requirements above, and who are assigned to production welding on the job as a Boilermaker Welder-CW-FCAW, will receive the Boilermaker Welder-CW-FCAW wage differential for each hour paid in addition to his regular wage for the full shift in which the apprentice was assigned to perform welding. This differential is the same amount to be added to apprentice wage rate that is the difference in the published Boilermaker Welder-CW-FCAW and the Boilermaker Journeyman wage rates. This increase for the apprentice classifications performing CW-FCAW work will be effective with the contractor's first payroll period beginning after January 1, 2007.

3. Disputes over the definitions in this Memorandum of Understanding shall be resolved as mutually agreed between the Senior Vice President of Labor Relations and the Tennessee Valley Trades and Labor Council Representative for the Boilermakers. The parties agree that the Boilermaker Welder-CW-FCAW classification may be terminated by either party two years from the date signed by the parties with 90 days notice of termination.

Original signed by	12-13-2006	*Original signed by*	12-14-2006
J. David Beckler	(date)	Mark Vandiver	(date)
Senior Vice President		International Representative	
Labor Relations		International Brotherhood of	
Tennessee Valley Authority		Boilermakers, Iron Ship Builders,	
		Blacksmith, Forgers and Helpers	

Memorandum of Understanding
Between
Tennessee Valley Authority
and the
International Brotherhood of Electrical Workers
Regarding Subjourneyman Classifications
(Subjourneyman Wireman and Subjourneyman Electrician)
in the
Project Maintenance and Modification Agreement,
Construction Project Agreement
and the
Office Construction, Maintenance, and Modification Supplement
To the Construction Project Agreement
Effective First Pay Period After January 1, 2007

The subjourneyman classifications may be used in combination with apprentices to meet Tennessee Valley Authority (TVA) and the International Brotherhood of Electrical Workers (IBEW) staffing needs to ensure qualified electrical workers are being trained to perform work on TVA property. These classification levels are titled Subjourneyman Wireman and Subjourneyman Electrician for work covered by the Project Maintenance and Modification Agreement (outside TVA these classifications are titled **Construction Wireman** and **Construction Electrician**.)

When apprentices are not available, subjourneymen may be utilized. Apprentices and subjourneymen will be rotated within a job or from employer to employer as determined by the Joint Administration and Training Committee (JATC) director and TVA contractors working together to facilitate their movement to gain work experience.

The Subjourneyman Wiremen/SubJourneyman Electrician classifications shall consist of health and pension benefits as outlined in the PMMA wage exhibits and the following levels and rates of pay as a percentage of the journeyman electrician wage rate on that project:

Subjourneyman Wireman (SJW)		**Subjourneyman Electrician (SJE)**	
Levels		Levels	
1 (probationary)	50% of Electrician	1	74% of Electrician
2	58% of Electrician	2	79% of Electrician
3	62% of Electrician	3	85% of Electrician
4	66% of Electrician		
5	70% of Electrician		

Individuals will be promoted within these classification levels as determined by the JATC. The contractor, upon written receipt of such notification, will increase the pay of the subjourneyman within 10 working days and will not be required to make related retroactive payment unless it goes past 10 working days.

Actions taken by the contractors in accordance with the recommendations or request of the JATC, including disciplinary actions, may not be appealed under the provisions of the grievance adjustment procedure.

Job site ratios of three (3) Journeymen Electricians and one (1) Apprentice, Subjourneyman Wireman or Subjourneyman Electrician (ratio of 3-1) shall normally be utilized. This ratio may be increased by mutual written agreement between the contractor and appropriate IBEW representatives.

The Subjourneyman Wireman and Subjourneyman Electrician must meet all requirements of the IBEW apprenticeship training program before being reclassified to an apprentice classification.

The Groundman Maintenance classification will be eliminated and replaced by the Subjourneyman Wireman and Subjourneyman Electrician classification.

Original signed by	12-12-2006	*Original signed by*	12-12-2006
J. David Beckler	(date)	Robert P. Klein	(date)
Senior Vice President		International Vice President	
Labor Relations		International Brotherhood of	
Tennessee Valley Authority		Electrical Workers	

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LRS-39

PROJECT MAINTENANCE AND MODIFICATIONS AGREEMENT
TENNESSEE VALLEY AUTHORITY

JOINT LABOR-MANAGEMENT INTERPRETATIONS COMMITTEE

Interpretation No. 4

REFERENCE: Article XII, Section 2

SUBJECT: Wage Rates and Paydays - Computations of fringe benefit contributions.

INTENT:

1. Payments to local union health, welfare, and pension funds shall be made in accordance with the provisions of Exhibit A of the PMMA.

2. Where the local union agreement provides for payment of benefits based on hours worked, it is understood that when shift work is involved which provides eight (8) hours' pay for a shift of less than eight (8) hours (see Article XV), payments shall be made to said funds on the basis of eight hours per shift, provided a full shift is worked.

Original Signed By:

Pascal DiJames
Chairman

Pete Bishop
Secretary

Original Signed By:

David Beckler
Manager, Industrial Relations
Tennessee Valley Authority

Date of Approval: January 26, 1996

LRS-40

PROJECT MAINTENANCE AND MODIFICATIONS AGREEMENT
CONSTRUCTION PROJECT AGREEMENT AND
CONSTRUCTION PROJECT AGREEMENT-SUPPLEMENT
TENNESSEE VALLEY AUTHORITY

JOINT LABOR-MANAGEMENT INTERPRETATIONS COMMITTEE

Interpretation No. 18

REFERENCE: PMMA - Article XIV, Section 1
CPA - Article XII, Section A
CPA-S - Article XII, Section A

SUBJECT: Temporary Interruption of Work (Dogoff/Furlough)

INTENT: Employees may be dogged off/furloughed for periods of up to 30 days because of adverse weather conditions; lack of materials, equipment, or designs; or other conditions beyond the control of the employer.

Employees, when dogged off/furloughed, are not terminated but are in nonpay status while awaiting work to develop. These employees will be the first to be called back before anyone is employed to perform their work or employed in their classification. To prevent employers from violating the intent of the parties (for example, by dogging off/furloughing employees for 30 days, calling them back to work for 1 day, and then dogging off/furloughing them again), upon returning from a dogoff/furlough, an employee must be provided work or pay for 15 work days unless laid off. This 15-day period may be waived upon agreement by the international representative and contractor representatives.

The supervisor will informally explain the reason for the action, but written notice is not required either to dogoff/furlough employees or to recall them to work. Employees who refuse dogoff/furlough shall be laid off immediately. The employees' craft steward will be notified of all dogoff/furloughs. If the craft steward is absent, then the local union will be notified.

The employer commits to applying dogoff/furloughs on a fair and equal basis.

When given notice of dogoff/furlough, the employee may request to be paid at that time. The contractor will make every reasonable effort to make prompt payment; however, if it is necessary that the pay be mailed, it shall be mailed not later than the regularly scheduled pay day.

Original Signed By:	*Original Signed By*:
Pascal DiJames, Administrator	Althea Turner for David Beckler
Tennessee Valley Trades and Labor Council	Manager, Industrial Relations
	Tennessee Valley Authority
Michael F. Saccoccia, NPS	Date of Approval: December 20, 1996

LRS-41

MEMORANDUM OF UNDERSTANDING BETWEEN INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, MOST PROGRAM, AND TENNESSEE VALLEY AUTHORITY

This memorandum of Understanding (MOU), between International Brotherhood of Boilermakers (Boilermakers) and Tennessee Valley Authority (TVA), is effective December 1, 1996.*

1. Boilermakers and TVA, wish to cooperate in meeting TVA's Boilermaker manpower needs and in reducing the cost of welder certifications to provide TVA the highest quality and most cost effective service. To accomplish this goal, TVA's Fossil and Hydro Power (F&HP) organization agrees to participate in the Boilermaker Mobilization Optimization Stabilization and Training Fund (MOST), to the extent described below.

2. Specifically, F&HP agrees to participate in the Common Arc Welder Qualification Maintenance Program and the National Reserve Center programs for a total contribution of The $0.085 per Boilermaker hour worked. F&HP agrees to continue to evaluate the MOST Safety Awareness and Hazard Recognition Program, but currently the drug screening portion of this program does not meet TVA's existing needs.

3. The contribution of $0.085 per hour worked will be based on Boilermaker hours utilized by TVA's Modification Maintenance Partners for all work performed under the Project Maintenance and Modification Agreement (PMMA) at F&HP sites.

4. The parties agree that this MOU will remain in effect until December 1, 1997, at which time F&HP will evaluate the cost effectiveness of the program. After December 1, 1997,* either party may cancel participation in the MOST program with a 30 day advanced written notice.

5. The parties agree that all Boilermakers holding current welder certifications with G-UB-MK, Fluor, and NPS, for TVA work, will automatically be enrolled in the Common Arc program and will be added to the Common Arc data base, upon receipt by Common Arc of proper documentation from the participating contractor. Proper documentation shall include a Certificate of Authorization, and a signed Common Arc Participation Agreement on behalf of the participating contractor. Also, welders certified under Common Arc at other non-TVA locations for NPS and Union Boiler will automatically be certified for F&HP work.

Original Signed By (on 11/21/96):

Peyton Hairston, Senior Vice President Labor Relations and Safety for Tennessee Valley Authority	Newton B. Jones International Vice-President - Southeast Area International Brotherhood of Boilermakers
Joe Bynum, Vice-President Fossil Operations	Clyde Caldwell International Representative for Tennessee Valley Trades and Labor Council
E. Martinez, Vice-President Hydro Operations	William J. Palmisano, Administrator MOST

*For revised effective date see attached revision. ..... November 21, 1996

REVISION

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
MOST PROGRAM,
AND
TENNESSEE VALLEY AUTHORITY

On November 21, 1996, the International Brotherhood of Boilermakers (Boilermakers) and Tennessee Valley Authority (TVA) signed a Memorandum of Understanding (MOU) agreeing to a one-year trial program for TVA's Fossil and Hydro Power Modification Maintenance Partners to contribute to the Boilermakers MOST Program. This is to revise the effective dates contained in that MOU. By copy of this document, the parties agree that the effective date of the MOST Program is January 6, 1997, and remains in effect until January 6, 1998. After January 6, 1998, either party may cancel participation in the MOST Program with a 30-day advanced written notice.

Original Signed By (on 12/16/96):

Peyton T. Hairston, Jr.
Senior Vice President
Labor Relations and Safety
Tennessee Valley Authority

Original Signed By (on 12/24/96):

Clyde R. Caldwell, Jr. (date)
International Representative
International Brotherhood of
Boilermakers

LETTER OF AGREEMENT ON LABORERS' INTERNATIONAL UNION OF NORTH AMERICA'S TRAINING FUND(S)

I. LIUNA TRAINING FUND

<u>NOTE</u>: The training funds that have been approved in accordance with the requirements, as stated below, are identified in Attachment A.

The contractors working under the Construction Project Agreement (CPA), Construction Project Agreement Supplement (CPA-S), and Project Maintenance and Modifications Agreement (PMMA) are required to pay monthly into the Laborers' International Union of North America's (LIUNA's) Training Fund as described herein and as agreed upon under the following terms. The rate of contribution will be identified on the appropriate wage exhibits.

Contributions will be authorized only to those training programs that are agreed upon by TVA's Labor Relations staff. LIUNA's Representative, through the Tennessee Valley Trades and Labor Council (Council) will notify the TVA Vice President of Labor Relations or his/her designee that the training program meets these requirements. TVA's Labor Relations staff shall be responsible for oversight of the union's and contractor's compliance with this agreement and the program is committed to meet the specific training requirements of contractors performing TVA's work. Prior to any contractor making contributions intended for a specific training program, Labor Relations, whose sole and exclusive decision is final and nonreviewable, must be furnished satisfactory evidence by LIUNA's representative on the Council that the program satisfies all requirements set forth in this agreement. Any such determination of a satisfactory program made during the first 15 calendar days of a calendar month shall result in contributions becoming effective for the next full payroll month following that determination; a determination made after the first 15 calendar days of the month shall result in contributions becoming effective beginning with the second full payroll month after that determination. Once contributions begin, each training program will submit a quarterly written report to Labor Relations certifying that its program is (1) active, (2) committed to meeting training requirements of TVA contractors, and (3) include by local union a report on the types of training conducted and the number of laborers trained in each of those classes since the last quarterly report to TVA.

Contributions will stop for any LIUNA training program if:

1. Labor Relations has not received the quarterly report within 30 days of the agreed-upon quarterly report due date. LIUNA's Council representative will establish their quarterly due date with Labor Relations.

2. That training program is inactive as determined by Labor Relations.

3. That training program has not or cannot meet requirements for training required by TVA contractors.

4. That training program does not comply with the terms of this agreement.

5. Labor Relations determines that the training program has been unable or unwilling to provide appropriate trained candidates to meet TVA/contractor requirements and to enable TVA contractors to make progress in meeting their affirmative action goals.

6. LIUNA's Training Program Directors, through LIUNA's Council Representative, may withdraw from this agreement upon 30 days' notice to TVA.

If a training program becomes disqualified to receive contributions for any of these reasons, the contractor will stop contributions for that program upon this determination as made by Labor Relations, and no payment shall be required for any period for which one or more of the above disqualifications exists. The LIUNA's Council Representative will be notified of its intent at least 30 days prior to stopping contributions, and Labor Relations will

be available during the notice period to discuss and attempt to resolve the matter with LIUNA's Council Representative. Contributions in such cases will again commence beginning at the start of the first full payroll month following a determination by Labor Relations that the disqualification no longer exists. Any such determinations by Labor Relations are final.

Contributions to an approved training fund shall be made by mailing a check for each calendar month's contributions by the 20th day of the following calendar month.

All contributions made will go to the training fund having jurisdiction over the job where the contributions were generated. Members of the Council are responsible to keep the appropriate contractors informed of the name and address of the appropriate training fund. One rate of contribution will be established for all training funds as determined through negotiations during wage conferences as provided for by the Project Agreements. The contractor will remit this hourly rate of contribution for each hour worked by employees covered by the particular Project Agreement. These rates of contributions will be identified in Exhibit B.

The parties understand that as an agency of the federal government, TVA and its contractors must operate within the limits of its legal authority and must comply with any applicable laws and regulations governing work performed for TVA, including those on security and unescorted nuclear plant access. The parties signatory to this agreement also recognize their obligations under applicable federal laws and regulations and TVA and contractor policy to mutually support an effective program to achieve affirmative action goals. The contractor's participation in the LIUNA Training Funds provides a means to jointly promote a meaningful affirmative action program when selecting those to be trained. All LIUNA representatives, including business, will cooperate with TVA and the contractors to assist in meeting affirmative action goals as set in the affirmative action plans developed by TVA for contractor organizations which use laborers from LIUNA's local unions. TVA will inform the Council and the contractors of the affirmative actions goals. LIUNA, through the Council, will report to Labor Relations the steps that it is taking to accomplish those goals. The contractors will inform TVA and the Council of progress made toward achieving those goals. The LIUNA agree that they will comply with all applicable laws and regulations regarding training programs, including those that may be related to equal employment opportunity.

Laborers reporting for employment with the contractors may be required to furnish the employing official with a copy of documents describing the course hours and job training they have successfully completed in their training program. The Training Fund's Representative may be required to furnish more specific information on any and all aspects of the training that has been provided.

When hiring, and a contractor has specified the training required for the job, the contractor may elect not to hire individuals that have not been trained on the procedures specified. During a layoff, the parties understand that the contractor may determine, as is their management right, which employees are to be laid off based on the training status/progress of the individual employees.

A Training Fund representative is responsible for notifying the contractor of the status and progress of each individual's training and will permit and assist TVA and/or the contractor in a request to audit the

program's records, including any request for individual training records. The training fund representatives and TVA contractors are mutually responsible to seek to identify required training.

Nothing in this agreement shall affect the rights of contractors under Articles III and IV of the CPA, PMMA, and CPA-S regarding employment.

Actions taken by the contractors to employ or lay off based on comparisons of the training status of individuals when compared to the work to be performed may not be appealed under the provisions of the grievance adjustment procedure.

The specific programs agreed upon to received contributions are contained in Attachment A. No contribution will be made for hours worked on the job when the local union having jurisdiction over the job is not or cannot participate totally (100%) with one of the above agreed-upon funds.

Original signed by	*12/98*
Stephen E. Farner	(date)
International Representative	
Laborers' International Union of North America	

Original signed by	*12/98*
Pascal DiJames	(date)
Administrator	
Tennessee Valley Trades and Labor Council	

Original signed by	12/98
David Beckler	(date)
Manager, Industrial Relations	
Tennessee Valley Authority	

II. LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST

TVA and LIUNA representatives agreed that effective the first full pay period after January 1, 2003, that TVA contractors would contribute for each hour worked into the Laborers-Employers Cooperation and Education Trust (LECET) Fund. These rates of contributions will be identified in Exhibit B. This agreement is conditioned upon representatives of LIUNA and TVA partner contractor representatives more clearly defining the services that will be provided by the LECET Fund. The provisions of Section I, above, for payment to the Laborer Training Fund, etc., apply to contributions to the LECET program except that an additional condition of payment is that LECET Fund representatives must satisfy TVA representatives by July 1, 2003, that those services identified and provided to TVA contractors are satisfactory and applicable. Also, either party, TVA or LIUNA representatives, may withdraw from this agreement with a 30-day notice in writing to the other party.

Original signed by	*1-24-03*
Kerry Hale	(date)
International Representative	
Laborers' International Union of North America	

Original signed by	*1-30-03*
Carl B. Murphy	(date)
Administrator	
Tennessee Valley Trades and Labor Council	

Original signed by	*1-16-03*
David Beckler	(date)
Sr. Manager, Industrial Relations	
Tennessee Valley Authority	

Attachment A

LIUNA TRAINING FUND

Contributions generated on projects/jobs within **Laborers' Local Union #145, Jackson, Mississippi,** are paid and submitted to:

South Central Laborers' Training and Apprenticeship Fund
Post Office Box 376
Lavonia, Louisiana 70755

Contributions generated on projects/jobs within:

Laborers Local #1214, Paducah, Kentucky, and
Laborers' Local #1392, Owensboro, Kentucky

Are paid and submitted to:

Bank of Louisville
Post Office Box 1101
Louisville, Kentucky 40201

Contributions generated on projects/jobs within:

Laborers' Local #174, Tullahoma, Tennessee
Laborers' Local #366, Sheffield, Alabama
Laborers' Local #386, Nashville, Tennessee
Laborers' Local #818, Knoxville, Tennessee
Laborers' Local #846, Chattanooga, Tennessee, and
Laborers' Local #1441, Memphis, Tennessee

Are paid and submitted to:

Tennessee Laborers' Health and Welfare Escrow Account
Drawer T-2471
Nashville, Tennessee 37244

LRS-48

Memorandum of Understanding Between
Tennessee Valley Authority and the
Tennessee Valley Trades and Labor Council Regarding
June 1, 2000 - May 31, 2003 Project Agreements

Tennessee Valley Authority (TVA) and the Tennessee Valley Trades and Labor Council (Council) agree that, subject to TVA Board approval, effective June 1, 2000, unless otherwise specified below, the Project Maintenance and Modifications Agreement (PMMA), the Construction Project Agreement (CPA), and the Office Construction and Modification Supplement to the Construction Project Agreement (CPA-S), herein collectively referred to as the Project Agreements, are revised as follows,

1. **Term of Agreements between TVA and the Council**

   The current second sentences of PMMA Article XXVII:6 and CPA Article XVIII:7 shall be replaced with the following:

   > Under this Article, this Project Agreement will be required in all covered contracts executed through May 31, 2003.

2. **Term of Agreements between Contractor and the Council**

   PMMA Article XXVI and CPA Article XVII shall be replaced with the following:

   > This Agreement shall be in full force and effect through November 30, 2003, and shall continue from year to year thereafter unless 60 days' notice of termination is given by either the Council, or with TVA's concurrence, the Contractor.

3. **PMMA Rates**

   Effective May 22, 2000, the current fourth sentence of PMMA Article XXVII:3 shall be replaced with the following:

   > 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 Construction Project Agreement.

4. **Commercial Rates** **(<u>This section amended—see Attachment B</u>)**

   Effective May 22, 2000, and continuing until January 1, 2001, the current second sentence of the second paragraph of CPA Article XVIII:3 shall be replaced with the following:

   > In recognition of current labor market practices, TVA and the Council agree that the prevailing wage rates for office construction, maintenance, and modifications 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.

5. **Surveys of Commercial Rates** **(<u>This section amended—see Attachment B</u>)**

For the wage conference for 2001 wage rates, TVA and the Council will develop and agree upon a survey method to establish the prevailing wage rate for commercial work (i.e., office construction, maintenance, and modifications work.) Should any of the 2001 commercial work wage rates be lower than the rates established under Item 4 above, the Item 4-established rate shall be "red circled" and remain in effect until the commercial rate equals or exceeds the "red-circled" rate.

In the event such agreement is not achieved by the wage conference, the prevailing wage rate for commercial work shall be established in the same manner as provided in Item 4 above.

6. **Augmentation Rates**

Effective May 22, 2000, the prevailing wage rates for each class of augmentation workers shall be the negotiated basic annual wage rates established at the wage conference each year for TVA annual trades and labor class of the same title, divided by 2080.

For augmentation workers in classes for which there are no annual TVA trades and labor classes, the prevailing wage rates shall be derived by multiplying the prevailing base wage rate by 108.5 percent.

The remainder of the wage package for augmentation workers shall be the pension and health and welfare contributions, apprentice fund contributions where applicable, and transportation and subsistence payments where applicable, established for work under the PMMA.

TVA and the Council agree that the prevailing rates of wages for augmentation workers are different from those for other PMMA-covered work, and from the rates for annual TVA work, and that the rates established herein fully meet the prevailing rate requirements of Section 3 of the TVA Act.

7. **Transportation and Subsistence Allowances**

Effective May 22, 2000, except as provided herein, the transportation and subsistence allowances provided in PMMA Exhibit A, CPA Exhibit A, and CPA-S Exhibit S-1, shall be discontinued.

Transportation and subsistence allowances as provided under PMMA Exhibit A, Maintenance and Modification of Transmission Facilities Only, and CPA Exhibit A, Construction of Transmission Facilities Only, shall be continued in full force and effect.

8. **Coinciding Work Schedules**

When work under the PMMA is coordinated with work performed by TVA employees, any or all of the contractor's employees' work schedules may be adjusted as needed to coincide with the work schedules of the TVA employees as provided herein:

a. **Start Time**

The provisions of PMMA Article XIV:1 shall be added to with the following:
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.

b. **Coinciding Multiple Shifts**

PMMA Article XIV:1 and CPA Article XII:A shall include the following sentence:

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.

c. **Work Weeks of Four 10-Hour Shifts**

PMMA Article XIV:2 and CPA Article XII:B shall include the following sentences:

The Contractor may schedule work weeks consisting of four 10-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 10 hours at the straight-time rate for 9 ½ hours worked. When the majority of hours worked fall between midnight and 7 a.m., the employee will be paid 10 hours at the straight-time for 9 hours worked. When notifying the union to refer individuals to a job where it is known in advance that four 10-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 10-hour shift schedule will require a five-workday notice unless this notice is waived by the Administrator of the Council.

9. **Layoff-Payoff**

The following shall be added to PMMA Article XII and CPA Article X:

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.

10. **Job Steward Retention**

The following shall be added to PMMA Article XI:3 and the last paragraph of CPA Article IX:

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.

11. **Pre-Job Conference**

The following shall be added to the PMMA and the CPA:

~~Each contract TVA enters into for work covered by this Project Agreement in which the cost of labor is projected to exceed $250,000, will include a provision requiring the Contractor to meet with the Council prior to beginning the work for the purpose of discussing the scope and schedule of the work, and anticipated staffing needs. The Contractor shall fax to the Council a copy of the executed Project Agreement signature page, with a notice of when the work will begin. Should the contract be for work of an emergency nature, such notice shall be given as soon as possible. Additionally, the Contractor will notify the Council at least 10 calendar days in advance, as to the date, time and place of the pre-job conference. Should circumstances preclude this 10-day notice, the Contractor shall provide the Council as much advance notice as possible prior to the pre-job conference.~~

(See Attachment A)

12. **Jurisdictional Disputes**

The following shall be added to PMMA Article VIII:

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 must be given to the contractor at the pre-job conference and notice to the Plan must be given within five days after the pre-job conference. The contractor's participation in the proceedings of the Plan will be limited to a written identification of the work in dispute. Once a decision is issued by the Plan, the contractor will adjust its staffing for the project, if necessary, in accordance with the decision. Any such adjustments in staffing shall be prospective only, and shall not include any retroactive pay or benefits. The procedures of the Plan only apply to disputes arising during the pre-job conference. Except as provided herein, disputes related to staffing and/or jurisdiction are not subject to resolution through the grievance procedure, the Joint Administrative Committee, or any other procedure in the Project Agreement.

13. **Joint Administrative Committee**

a. The current second, third and fourth sentences of PMMA Article II:O and CPA Article II:N shall be replaced with the following:

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.

b. Additionally, PMMA Article II:O and CPA Article II:N shall include:

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 JAC members representing contractors and unions other than those involved in the dispute. TVA and the Council Administrator shall be notified of all JAC meetings and the issues to be discussed. TVA and the Council Administrator reserve the right to participate in any JAC meeting, in part to ensure that JAC actions are consistent with the intent of the parties, and within the meaning of the Project Agreements.

14. **Arbitrator Selection**

The current ninth sentence of PMMA Article II:O and the second paragraph of CPA Article II:N shall be replaced with the following:

In the event a matter is not resolved by the Joint Administrative Committee, the Council or the Contractor may appeal the grievance to arbitration. In each case so appealed to arbitration, TVA shall request and pay the administrative expense for procuring a panel of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Upon receipt of the panel, the Council and the Contractor shall alternately strike one name, with the grieving party striking first, until one name remains, and this remaining person shall be the arbitrator for the case.

15. **System-Wide Skills and Mobility**

TVA, the Council Administrator, and TVA's larger partner contractors will work together to achieve agreement for system-wide skills and mobility, addressing the most effective ways to attract and retain crafts persons for the work.

16. **Reprinting Project Agreements**

The Project Agreements shall be reprinted, reflecting these agreed-upon modifications. To the extent these agreed-upon modifications conflict with any past agreements, those reflected in this Memorandum of Understanding shall take precedence. Additionally, TVA and the Council Administrator will work together to further revise the Project Agreements to incorporate the existing Labor Relations Supplements.

17. **Other Project Agreements Provisions**

This Memorandum of Understanding is for the purpose of revising the Project Agreements as specified above. All other terms of the Project Agreements are unchanged, and shall remain in full force and effect through May 31, 2003, in accordance with Sections 1 and 2 of this Memorandum of Understanding.

Entered this 6th day of April, 2000, by

original signed by John E. Long, Jr.
Senior Vice President
Labor Relations, Tennessee Valley Authority

original signed by Carl B. Murphy
Administrator
Tennessee Valley Trades and Labor Council

original signed by William G. Bernard
General President
International Association of Heat and Frost Insulators and Asbestos Workers

original signed by Charles W. Jones
International President
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

original signed by John J. Flynn
President
International Union of Bricklayers and Allied Craftworkers

original signed by Douglas J. McCarron
General President
United Brotherhood of Carpenters and Joiners of America

original signed by John J. Dougherty
General President
Operative Plasterers' and Cement Masons' International Association of the United States and Canada

original signed by J. J. Barry
International President
International Brotherhood of Electrical Workers

original signed by Jake West
General President
International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

original signed by Terence M. O'Sullivan
General President
Laborers' International Union of North America

original signed by Edward C. Sullivan
President
Building and Construction Trades Department

original signed by Joseph Maloney
Secretary-Treasurer
Building and Construction Trades Department

original signed by R. Thomas Buffenbarger
International President
International Association of Machinists and Aerospace Workers

original signed by Frank Hanley
General President
International Union of Operating Engineers

original signed by Michael E. Monroe
General President
International Brotherhood of Painters and Allied Trades

original signed by Earl J. Kruse
International President
United Union of Roofers, Waterproofers and Allied Workers

original signed by Michael J. Sullivan
General President
Sheet Metal Workers' International Association

original signed by Martin J. Maddaloni
General President
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

original signed by James P. Hoffa
General President
International Brotherhood of Teamsters

Attachment A to LRS-48

It is agreed that the Memorandum of Understanding (MOU) Between Tennessee Valley Authority and the Tennessee Valley Trades and Labor Council Regarding June 1, 2000 - May 31, 2003 Project Agreements (LRS-48) be revised. Section 11 of this MOU is deleted and replaced as follows:

11. Pre-Job Conference

The following shall be added to the PMMA and the CPA:

~~Each contract TVA enters into for work covered by this Project Agreement in which the cost of labor is projected to exceed $250,000, will include a provision requiring the Contractor to meet with the Council prior to beginning the work for the purpose of discussing the scope and schedule of the work, and anticipated staffing needs. The Contractor shall fax to the Council a copy of the executed Project Agreement signature page, with a notice of when the work will begin. Should the contract be for work of an emergency nature, such notice shall be given as soon as possible. Additionally, the Contractor will notify the Council at least 10 calendar days in advance, as to the date, time and place of the pre-job conference. Should circumstances preclude this 10-day notice, the Contractor shall provide the Council as much advance notice as possible prior to the pre-job conference.~~

All Contractors signatory to the Project Agreement must contact the Council office to report their project's scope of work, begin date, staffing needs, etc., at least ten days, except in emergencies, before beginning work. All Contractors signatory to the Project Agreement with the cost of labor expected to exceed $100,000 may be required to conduct a pre-job conference (teleconference if less than $100,000) as determined by the Council office. The Contractor will determine the date, time, and location of such conferences and make arrangements for the facilities for such meetings.

Original signed by 8-28-00	*Original signed by* 8-28-00
J. David Beckler (date)	Carl B. Murphy (date)
Manager, Industrial Relations	Administrator
Tennessee Valley Authority	Tennessee Valley Trades and Labor Council

Attachment B to LRS-48

It is agreed that the Memorandum of Understanding Between Tennessee Valley Authority and the Tennessee Valley Trades and Labor Council Regarding June 1, 2000 - May 31, 2003 Project Agreements (LRS-48), Item 5, be amended as follows:

> TVA and the Council met on August 2, 2000, for its wage data committees to discuss the upcoming wage conference. During the meeting, LRS-48, Surveys of Commercial Rates, was discussed. TVA and the Council did not agree during this August 2 meeting upon a survey method to establish the wage rate for commercial work. Accordingly, the wages were to be set at 95 percent of the negotiated hourly wage established for power construction work in compliance with LRS-48. Following the wage data meeting, Carl Murphy requested that certain crafts proceed with the 95 percent of the hourly wage rate established for power construction work and that other crafts be permitted to survey for commercial data referenced in LRS-48. The parties have agreed, without setting any precedent, as follows:
>
> 1. All crafts, except those listed in Item 2 below, that agreed during the August 2, 2000, TVA-Council meeting to lock into the 95 percent of the hourly wage rate for power construction will be permitted to do so for this 65h Annual Wage Conference for 2001 wages. Those crafts are: Asbestos Workers, Boilermakers, Bricklayers, Carpenters, Cement Masons, Iron Workers, Machinists, Operating Engineers, Painters, Roofers, Sheet Metal Workers, Steamfitters, and Teamsters.
>
> 2. The remaining crafts, which are the Electrical Workers and Laborers, requested during the August 2, 2000, TVA-Council meeting to survey for commercial work will be permitted to do so for this 65th Annual Wage Conference for 2001 wages under the following terms:
>
> > Without setting precedent, it is agreed that for this 65th Annual Wage Conference <u>only</u>, the TVA and Council agreement (LRS-5) on the number of entries for surveys for the Construction Project Agreement will be revised as it applies to the Construction Project Agreement-Supplement, also referred to here as commercial rates. It is agreed that only the 13-city local union contracts will be used for the total weight of the data. Within those local union contracts, commercial rates will be used where they exist. If no commercial rate is identified in the local union contract, the construction rate will be used. With the agreed-upon revision to the weight of the data for this 65th Annual Wage Conference, it is understood that major projects and Davis-Bacon commercial data will not be considered. In part in exchange for this understanding, it is agreed that the CPA-S total wage package will not exceed the total wage package for each classification established in the CPA.
>
> It is agreed that for wage conferences beyond the 65th Annual Wage Conference, the parties will revert to the original provisions of LRS-48, Items 4 and 5, unless other agreements are reached. It is the intent of the parties that before the 66th Annual Wage Conference, the parties will work to reach agreement on one wage-setting process consistent for all craft unions.

(original signed by)	10/19/00	*(original signed by)*	10/19/00
J. David Beckler	(date)	Carl B. Murphy	(date)
Manager, Industrial Relations		Administrator	
Tennessee Valley Authority		Tennessee Valley Trades and Labor Council	

LRS-50

AUGMENTATION - CONSTRUCTION PROJECT AGREEMENT

It is agreed that augmentation of trades and labor employees under the Construction Project Agreement 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.

Original signed by	*02-13-01*
David Beckler	(date)
Manager	
Industrial Relations	
Tennessee Valley Authority	

Original signed by	*02-13-01*
Carl B. Murphy	(date)
Administrator	
Tennessee Valley Trades	
and Labor Council	

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LRS-51

OVERTIME - OFF DAYS ON 4-10 SCHEDULE

APPLICABLE CONTRACTS:

Construction Project Agreement
Supplement - Construction Project Agreement
Project Maintenance and Modification Agreement

When working a 4-10 schedule under the Project Maintenance and Modification Agreement, 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.

The off day overtime rate for the Construction Project Agreement is different than the Project Maintenance and Modification Agreement. When working a 4-10 schedule under the Construction Project Agreement, all hours worked in excess of the regularly scheduled ten-hour work 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.

Exceptions to these pay provisions may only be granted by written approval of the Administrator of the Council.

Original signed by	*02-13-01*	*Original signed by*	*02-13-01*
David Beckler	(date)	Carl B. Murphy	(date)
Manager		Administrator	
Industrial Relations		Tennessee Valley Trades	
Tennessee Valley Authority		and Labor Council	

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LRS-52

MEDIATION-GRIEVANCE PROCEDURE

Applicable Contracts:
Article VII, Step III, Project Maintenance and Modification Agreement (PMMA)
Article VII, Step III, Construction Project Agreement (CPA)

By copy of this document, the parties agree to amend the grievance adjustment procedure of the PMMA and the CPA to provide for the possibility of mediation.

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.

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, of the PMMA and the CPA.

original signed by	5-8-03	*original signed by*	5-5-03
Carl B. Murphy	(date)	David Beckler	(date)
Administrator		Senior Manager	
Tennessee Valley Trades and Labor Council		Industrial Relations Tennessee Valley Authority	

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LRS-53
OSHA TRAINING REQUIREMENTS

September 30, 2003

Mr. Carl B. Murphy, Administrator
Tennessee Valley Trades and Labor Council
711 New Highway 68, Suite B
Sweetwater, Tennessee 37874

Dear Mr. Murphy:

As you are aware, the last few months I have been discussing with the Tennessee Valley Trades and Labor Council TVA's intentions to require all trades and labor persons referred to TVA property to perform TVA contracted work to have successfully completed a 10-hour OSHA training requirement. This letter is to acknowledge the notice I gave during the September 9, 2003, Council meeting and the two implementation dates.

January 5, 2004 - As stated during that meeting, it is our intent that all partner contractors beginning January 5, 2004, will place on all written notices for candidates a request that all individuals referred will have successfully completed the 10-hour OSHA training requirement. We understand that it may not always be possible to meet that January 5 date; however, we expect that each union will make every effort to meet this date. My commitment to you is that if some unions are unable to meet this date, I will work with you and the appropriate Council Representative to resolve the matter.

September 1, 2004 - Also, as stated during the Council meeting, effective September 1, 2004, every trades and labor person referred will be required to have successfully completed the 10-hour OSHA training requirement. All those referred will be expected to present evidence that they have completed this training prior to their employment and/or their assignment to perform TVA work.

I am convinced that this is a step in a direction where all will benefit, and I appreciate the support of the Council. Please contact me to discuss any concerns you may have.

Sincerely,

original signed by

David Beckler
Senior Manager
Industrial Relations

LRS-54

MEMORANDUM OF UNDERSTANDING BETWEEN TENNESSEE VALLEY AUTHORITY AND THE TENNESSEE VALLEY TRADES AND LABOR COUNCIL REGARDING JUNE 1, 2005 – MAY 31, 2009 PROJECT AGREEMENTS

Tennessee Valley Authority (TVA) and the Tennessee Valley Trades and Labor Council (Council) agree that, subject to TVA Board approval, effective September 1, 2005, unless otherwise specified below, the Project Maintenance and Modification Agreement (PMMA), and the Construction Project Agreement (CPA), including the Office Construction and Modification Supplement to the Construction Project Agreement (CPA-S), herein collectively referred to as the Project Agreements, are revised as follows:

1. **Term of Agreements between TVA and the Council**

   The current second sentence of PMMA Article XXVII:6 and CPA Article XIX:7 shall be replaced with the following:

   > Under this Article, this Project Agreement will be required in all covered contracts executed through May 31, 2009.

2. **Term of Agreements between Contractor and the Council**

   PMMA Article XXVI and CPA Article XVIII shall be replaced with the following:

   > This Agreement shall be in full force and in effect through November 30, 2009, 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.

3. **Portability**

   A. **TVA Nuclear (TVAN) and Fossil Power Group (FPG)**

   The following terms apply to both augmented and task-managed work performed for TVAN and FPG under both the CPA and PMMA.

	Zone A	Zone B
Group I	Bull Run Fossil Plant Kingston Fossil Plant	John Sevier Fossil Plant
Group II	Johnsonville Fossil Plant Cumberland Fossil Plant	Gallatin Fossil Plant
Group III	Watts Bar Nuclear Plant Sequoyah Nuclear Plant	Browns Ferry Nuclear Plant
Group IV	Paradise Fossil Plant	Shawnee Fossil Plant

1. Each Group (I, II, or III) of plants in Zone A is one project site for employment and assignment of work. Under this agreement, management has the right to assign any employee to report to and perform work at the other plant; however, if management determines that the schedule of the work permits, management will ask for volunteers for the assignment from those with the skills and qualifications required. Exception: if an employee is assigned work at the other plant in Zone A (Groups I, II, or III) from their home based plant and that plant is in another local union jurisdiction, that employee's assignment of work will be limited to 30 work days as long as after the 30 work days the local union with jurisdiction can staff the work with qualified personnel.

2. If, during an outage, a local union cannot timely (within 48 hours) provide the number of employees with the skills, qualification, and/or TVA Nuclear unescorted access clearance needed, the plants in each Group (I, II, III, or IV) in both Zone A and Zone B are considered as one project site for employment and assignment of work. Prior to assigning employees from Zone A to Zone B or from Zone B to Zone A, the contractor will notify the union and also ask for volunteers among those with the skills and qualifications to perform the work. Those asked to volunteer will be from the plant(s) where TVA determines they can be released. If this process fails to provide the number of employees required, the contractor will direct those employees with the skills and qualifications required to report to the plant where the work need exists. Exception: an assignment of work for each individual between Zone A and Zone B will be limited to 30 work days as long as after the 30 work days the local union with jurisdiction can staff the work with qualified personnel. Also, the assignment of work between these two plants will be limited to not more than 20 individuals from each union. If there is a need for more than 20 individuals from each union, the contractor will meet with appropriate union representatives to exhaust every effort to ensure the work is properly staffed.

3. The parties agree that if the unions are unable to adequately and timely (within 48 hours) staff TVA projects for the plants covered under the above terms or for any of TVA's other fossil plants, representatives of TVA, its contractors, the Council, and its local unions will promptly exhaust all efforts to staff the work, including moving employees from specific plant(s) where TVA determines that contractor personnel may be released. It is incumbent upon the appropriate Council representative to work with the local unions to ensure they strongly encourage the individuals they represent to transfer or move between TVA projects to ensure work is properly staffed without regard to local union jurisdiction. The parties commit to make exceptions to any of the parties' agreements by non-precedent setting one time agreements applicable to each occurrence, if necessary, to ensure work is properly staffed.

Note: (applies to 1, 2, and 3 above)
It is understood that employees who fail to comply with an assignment of work under any of the above terms may be disciplined, not to exclude a discharge of employment.

B. Hydro Power

The parties agree that for augmented and task-managed work performed for Hydro Power under both the CPA and the PMMA:

The Hydro Power partner contractors may establish Hydro Power Mobile Maintenance Crews (HPMMC(s). The terms of the agreement covering these crews are as follows:

- This HPMMC(s) is limited to 15 craft personnel system-wide for Hydro Power. These 15 individuals may be from any of the Project Agreement Exhibit A or Exhibit C classifications (example: some or all 15 HPMMC(s) members may be foremen).

- Prior to establishing the HPMMC(s) the contractor shall meet with appropriate Council members to discuss projected work and the craft makeup of the crew. Based on the locations of projected work, the appropriate Council member shall designate the number of individuals from each local union from which the employees in his/her craft will be referred.

- These HPMMC employees will be required to travel for work assignments from hydro project site to hydro project site as work requires. The contractor agrees to minimize this travel to the degree that work permits.

- The Council further commits that if the need arises to increase the number of individuals needed for the HPMMC(s), the affected Council member(s) will consider agreeing to increase the number in response to the needs of TVA.

4. Call by Name

The contractor may designate by calling by name all foremen. After the initial foremen and the job steward are designated, the contractor may call by name the next four journeymen. Thereafter, the contractor may call by name one out of every four journeymen employed. However, if it is projected that any one craft is to peak at 10 or less journeymen, then the contractor may only call by name the foreman or foremen needed and two journeymen. When the contractor calls individuals by name, the contractor will follow-up the request in writing; however, the referral of these individuals is not to be delayed waiting on this written document. It is understood that the contractor, in exercising its right to call by name, will select from among the top 90 percent of the currently available applicants registered on the local union's primary out of work list, so long as the local union provides this list within 24 hours of the contractors request, and this list is consistent with Article III:B of both the PMMA and CPA. If the local union does not provide this list within 24 hours, the call by name list is not restricted to this top 90 percent. It is the intent of this agreement that the local union will cooperate and provide to the contractor a list of all the names of individuals available for referral. There shall be no restriction of rolling foremen back to journeymen. If a foreman is rolled back to journeyman, such individual will be considered to have been called by name for purposes of determining the number of journeymen called by name by the contractor.

Allegations, that cannot be resolved, that either representatives of a contractor or a local union are in violation of the intent of these call by name provisions, may be referred to the Joint Administrative Committee for resolution. In the event the matter remains unresolved, the allegations may be referred to the Administrator of the Council and TVA's Manager of Industrial Relations for disposition.

5. Overtime

- The Contractor may choose to enforce the attendance agreement (See Attachment A to LRS-54, Mandatory-Eight/Ten Straight-Time Attendance Agreement.)

6. Exclusion of Work from the Project Agreements

A. Effective September 1, 2005, Article VI of both the CPA and the PMMA are revised to exclude transmission right-of-way clearing work and routine shoreline restoration/ stabilization work. Except that if a major catastrophe occurs resulting in the need for a large contract requiring non-specialty services to stabilize or restore a shoreline, the successful bidder will be required to sign the PMMA for that project.

   Effective September 1, 2005, for pre-existing contracts covering transmission right-of-way clearing and shoreline restoration/stabilization work, the contractor will have 90 days in which to give the Council 60 days notification of termination of their Project Agreement(s). This provision is not intended nor will affect any other agreement that any of these contractors may have with any labor organization.

B. Effective September 1, 2005, Article XIX of the CPA is revised to increase the dollar threshold of contracts for work covered by the Construction Project Agreement-Supplement (CPA-S) to $500,000.

7. Helmets to Hardhats

TVA supports the AFL-CIO Helmets to Hardhats program.

8. Building and Construction Trades Department Voluntary Withholdings (5 cents)

Employees may, by submission of an approved written authorization, voluntarily request their employer to withhold 5 cents for each hour worked to be submitted to the Building and Construction Trades Department. The contractor agrees to deduct and submit such amounts in one monthly payment, by the 15th day of the following calendar month in which these deductions are made. This payment is made payable to the Building and Construction Trades Department, Attention: Secretary-Treasurer, 815 Sixteenth Street, NW, Suite 600, Washington, DC 20006.

9. Jurisdiction Disputes Arising from Pre-Job Conferences (Article VIII, Project Maintenance and Modification Agreement)

The terms and conditions of Article VIII of the Project Maintenance and Modification Agreement regarding a union's dispute of a contractor's assignment of work is revised to the extent that if the contractor chooses, it may participate in the proceeding of the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry, as provided by the Plan. Also by this agreement, the parties are considered to fully stipulate to the plan provided that the appeal to the plan meets the requirements of Article VIII, such as the dispute must arise timely from a pre-job conference.

10. The Building and Construction Trades Department and TVA are pursuing an agreement for mobile maintenance crews

ATTACHMENT A TO LRS-54

MANDATORY-EIGHT/TEN STRAIGHT-TIME ATTENDANCE AGREEMENT

I. A mandatory-eight/ten program of required straight-time work attendance is established as follows for the purpose of curtailing absenteeism and tardiness. It is not intended to make-up straight-time hours missed due to weather interruptions or interruptions due to job-site circumstances that have caused the lost time.

II. Monday through Friday for an eight-hour schedule and Monday through Thursday for a 10-hour schedule the straight-time hours will constitute the mandatory hours a worker must work in order to receive overtime pay during scheduled overtime. If a worker misses any of the mandatory straight-time hours, the worker will work the next scheduled overtime hours at straight-time until the hours missed are made up.

If a worker is scheduled to work the sixth day under the CPA, or first off day under the PMMA, and he/she misses any of that scheduled shift and then works the seventh day under the CPA, or second off day under the PMMA, he/she will be paid at time and one-half until the hours missed are made up.

A. In the event the missed straight-time hours occurred during the first eight (8) hours worked during the shift, as in a 5-8's schedule, the next scheduled overtime hours will constitute the straight-time make-up period.

B. In the event the missed straight-time hours occurred during the first ten (10) hours worked during the shift, as in a 4-10's schedule, the next scheduled overtime hours will constitute the straight-time make-up period.

C. In the event that overtime is not previously scheduled, but is required as a matter of circumstance, the employee will work those hours at the appropriate overtime rate.

D. This agreement will be applied to all late arrivals and early quits of a full one (1) hour or more, or other absences, with the following exceptions.

1. A worker who notifies the employer in advance of his/her intended absence to seek personal health care services and returns on the job site with a written doctor's excuse for the absence, will resume his/her schedule without penalty.

2. A worker who is late, absent, or quits early because of requirements to serve on a jury, participate in a National Guard or military reserve activity, or other such similar requirements, and returns to the job site with a written excuse from the institution that required his/her absence from work, will resume his/her schedule without penalty.

3. A worker who notifies the employer in advance of his/her intended absence due to an immediate family member's need for assistance in seeking health care services, or due to a family member's death, and who returns to the job site with proper medical documentation that said family member was treated as described, or was deceased, and that the worker missed work because of this, will resume his/her schedule without penalty.

4. A worker who receives authorization from the employer in advance for time to take care of personal business will resume his/her schedule without penalty.

III. The employer will apply the conditions listed in D1 through 4 without deviation, to all employees covered by this Agreement. (See Attachment A1 Appendix for Absenteeism Agreement.)

IV. Should there be an error in time-keeping which results in an unintended payment of overtime pay to an individual who should not have received that pay because of lost straight-time hours, and the pay period has ended, such payment may be withheld from the employee's payroll check during the next pay period. If the employee has left the job, there will be no further requirement for repayment.

V. Should there be an error in time-keeping which results in an unintended conversion of overtime hours worked by an individual to straight-time hours, the employee will be reimbursed the appropriate amount no later than the next pay period unless there is a layoff.

VI. Late arrivals, early quits, and other absences will be dealt with consistent with the absenteeism agreement. (See Attachment A1 Appendix for Absenteeism Agreement.)

ATTACHMENT A1 TO LRS-54

APPENDIX

ABSENTEEISM AGREEMENT

Whenever an employee is late or absent, it is his/her responsibility to notify the contractor's office manager by telephone at the start of the scheduled shift. Absences are not considered excused unless written authorization is given by the contractor's designated representative. Any employee who exceeds the amount of unexcused absences listed below will be terminated. The definition of an unexcused absence is defined to include any unexcused days absence, any unexcused late arrival, or any unexcused early check out.

Non-Nuclear		Nuclear	
Job Duration	Unexcused Absence	Job Duration	Unexcused Absence
1 to 2 weeks	1 allowed	1 to 6 weeks	1 allowed
3 to 4 weeks	2 allowed	7 to 12 weeks	2 allowed
5 to 12 weeks	3 allowed		
Note: An additional one (1) occurrence will be allowed for each continuous month.		Note: An additional one (1) occurrence will be allowed for every second continuous month.	

EXCUSED ABSENCES

- A worker who notifies the employer of his/her intended absence to seek personal health care services prior to the start of his/her scheduled shift and returns to the job site with a written doctor's excuse for the absence.

- A worker who notifies the employer at least 24 hours in advance of his/her intention to be late, absent, or quit early because of requirements to serve on a jury, participate in a National Guard or military reserve activity, or other such similar requirements, and returns to the job site with a written excuse from the institution that required his/her absence from work.

- A worker who notifies the employer prior to the start of his/her shift of his/her intended absence due to an immediate family member's need for assistance in seeking health care services, or due to a family member's death, and who returns to the job site with a written doctor's assurance that said family member was treated as described, or in the case of a family members death, provide the supporting documentation.

- A worker who receives written authorization from the contractor's designated representative at least 24 hours in advance of his/her intended absence for time to take care of personal business.

Entered this 1st day of September, 2005, by

Original signed by John E. Long, Jr.
Senior Vice President
Employee Relations and Diversity
Tennessee Valley Authority

Original signed by Carl B. Murphy
Administrator
Tennessee Valley Trades and Labor Council

Original signed by James A. Grogan
General President
International Association of Heat and Frost Insulators and Asbestos Workers

Original signed by Newton B. Jones
International President
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

Original signed by John J. Flynn
President
International Union of Bricklayers and Allied Craftworkers

Original signed by John C. Martin
International President
United Union of Roofers, Waterproofers and Allied Workers

Original signed by Michael J. Sullivan
General President
Sheet Metal Workers' International Association

Original signed by William P. Hite
General President
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

Original signed by Terrence M. O'Sullivan
General President
Laborers' International Union of North America

Original signed by Edward C. Sullivan
President
Building and Construction Trades Department

Original signed by Joseph Maloney
Secretary-Treasurer
Building and Construction Trades Department

Original signed by R. Thomas Buffenbarger
International President
International Association of Machinists and Aerospace Workers

Original signed by Vincent J. Giblin
General President
International Union of Operating Engineers

Original signed by James A. Williams
General President
International Union of Painters and Allied Trades

Original signed by John J. Daugherty
General President
Operative Plasterers' and Cement Masons' International Association of the United States and Canada

Original signed by Edwin D. Hill
International President
International Brotherhood of Electrical Workers

Original signed by Joseph J. Hunt
General President
International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

Entered this 1st day of September, 2005, by

Original signed by Douglas J. McCarron
General President
United Brotherhood of Carpenters and Joiners of America

Original signed by James P. Hoffa
General President
International Brotherhood of Teamsters

LRS-55

MEMORANDUM OF UNDERSTANDING
BETWEEN
TENNESSEE VALLEY AUTHORITY
AND THE
TENNESSEE VALLEY TRADES AND LABOR COUNCIL
REGARDING MOBILE MAINTENANCE CREW(S)
FOR WORK COVERED UNDER THE
PROJECT MAINTENANCE AND MODIFICATION AGREEMENT

EFFECTIVE NOVEMBER 1, 2005

The Tennessee Valley Authority may establish Mobile Maintenance Crew(s) for the Fossil Power Group and the Nuclear Power Group under the terms and conditions as follows:

- The number of craft contractor employees is limited to 40 individuals for Fossil Power Group (limited to 20 for each of the two primary contractors) and limited to 40 individuals for the Nuclear Power Group (limited to 20 for each of the two primary contractors).

- There will be no restrictions on the Project Agreement classifications utilized, except there will be a limit of 12 individuals from any given union for each of the primary contractors.

- The limits identified in both items above may be exceeded by agreement. If the number of employees making up any of the Mobile Maintenance Crew(s) is at the limit provided by this Memorandum of Understanding, the contractor may reach an agreement with any craft Tennessee Valley Trades and Labor Council (Council) member to increase that craft's numbers in excess of the totals limited by this Memorandum of Understanding (MOU).

- The Mobile Maintenance Crew(s) may be either task-managed or augmented, and are to be paid consistent with either Wage Exhibit-A or Wage Exhibit-C, as appropriate. Additional compensation is to be determined between TVA and the Council.

- The craft make up of the Mobile Maintenance Crew(s), consistent with the provisions of Article 2-K and 2-L of the Project Maintenance and Modification Agreement, may be staffed to "maintain a variety of skills within its' group of employees to be prepared to have the skills and/or supervision for any type of work that may arise. . . ." "After proper staffing…traditional craft jurisdictional lines may not be observed in making work assignments."

- Interpretations of this MOU may be referred to the Administrator of the Council and TVA's Manager of Industrial Relations. The parties reserve the right to modify this MOU as may be required.

Original signed by	11-1-05	*Original signed by*	11-1-05
Peyton T. Hairston, Jr.	(date)	Carl B. Murphy	(date)
Senior Vice President		Administrator	
Employee Relations and Diversity		Tennessee Valley Trades	
Tennessee Valley Authority		and Labor Council	