# INSTRUCTIONS

# **1851 PACKAGE**

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

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

# • Weekly Statement of Payroll Compliance

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

# Contractor Security

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

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

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

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

#### Access Control

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

# • Required Training – 10-Hour OSHA Training Course

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

# Required Training - Ironworkers Standard of Excellence

Effective March 1, 2010, all Iron Workers referred to a TVA contractor will be required to present a card as documentation of the successful completion of the Iron Workers Standard of Excellence Training Program. In the event that a referred individual does not have an Iron Workers Standard of Excellence card, such individuals may be put to work and will be allowed 14 calendar days to obtain the card (see LRS-56).

# Requisitions to the Union Halls - Required Statement for all Requisitions Special Training or Certifications Required:

- > All Referrals: Safety shoes meeting the requirements of ASTM F2413-05 (formerly ANSI Z41 PT99)
- > All Craft: OSHA 10 Training
- ➤ Ironworkers Only: Standard of Excellence (effective March 1, 2010)
- Nuclear Personnel: Pass all requirements for working in a nuclear environment (Security and Rad Worker Training, Minnesota Multiphasic Personality Inventory (MMPI), Fitness for Duty (FFD), etc.)

# **Physical Requirements:**

- Able to climb scaffolds and/or 40 feet of stairs and work from aerial lifts if required.
- Able to work in elevated temperature environments.
- Possess the ability to lift 25 percent of personal body weight, not to exceed 50 pounds.
- > Ability to work in physically restricted and confined areas.
- > Able to walk to and from the worksite without assistance.
- Other requirements as specifically requested to include and not limited to: work in respiratory protection or other personal protective equipment (PPE) as required by owner or contractors safety/medical guidelines.
- > Stand, walk, twist, reach, grasp, push, pull, climb, crouch, bend, stoop, kneel, and crawl as required to access and perform work typically encountered in an industrial maintenance and construction environment.
- > Additional physical requirements may be needed for specific job scope.

#### TVA 1851

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

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

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

# • Exhibit A - Wage Schedule

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

# III. <u>EXHIBIT S-1 - WAGE SCHEDULE IS TO BE INCLUDED IF THE CONTRACTOR'S OR</u> SUBCONTRACTOR'S WORK IS

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

# • Exhibit S-1 - Wage Schedule

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

# CLASSIFICATION OF TRADES AND LABOR WORK FOR TVA AND TVA CONTRACTORS

This document classifies the performance of certain trades and labor work on TVA property for purposes of determining coverage of employees under collective bargaining agreements negotiated with Tennessee Valley Trades and Labor Council, the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority, and the International Brotherhood of Teamsters.

#### TVA Work

TVA appoints trades and labor employees to TVA annual positions under the terms of the General Agreement between TVA and the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority and the Teamsters Agreement between TVA and the International Brotherhood of Teamsters to directly perform certain work for TVA. TVA-appointed annual trades and labor employees perform such work under the direction, supervision, and management of TVA. TVA is responsible for the job-specific training, safety, productivity, costs, quality, schedule, and environmental concerns for all work performed by annual trades and labor employees.

# **TVA Contractor Work**

TVA and the Tennessee Valley Trades and Labor Council have entered the Construction Project Agreement and the Project Maintenance and Modification Agreement which encompass work performed by employees of certain TVA contractors as defined in those agreements. Contractor employees covered by those agreements are divided in two categories for pay purposes under those agreements.

- Task-Managed Work Covered by Exhibit A. Work performed by TVA contractor employees who are supervised by the contractor or its subcontractor managers or supervisors is covered by Exhibit A Wage Schedule for Project Agreements and 1851s. For work covered by Exhibit A, the contractors and subcontractors have the responsibility for management direction required to successfully perform such work. Such management direction includes, but is not limited to, the responsibility for job-specific training, safety, productivity, costs, quality, schedule, and environmental concerns. While TVA may have a representative present when such work is performed and the TVA representative may provide oversight for the work, the contractor employees nevertheless remain under the direction, supervision, and control of contractor supervisors.
- Augmented Work Covered by Exhibit C. Work performed by TVA contractor employees who are supervised by TVA managers or supervisors is covered by Exhibit C Wage Schedule Augmentation for Project Agreements. Augmented work is performed by contractor employees who temporarily supplement the TVA work force. For work covered by Exhibit C, TVA has the responsibility for management direction required to successfully perform such work. Such management direction includes, but is not limited to, the responsibility for the job-specific training, safety, productivity, costs, quality, schedule, and environmental concerns for work performed during the assignment of such employees to augmented work.

\*TVA retains the right to choose the method of performing any of its work. This decision may vary from case to case, depending on such factors as available resources and business needs.

#### **HOW TO SELECT WAGE PACKAGES**

#### PROJECT AGREEMENTS PACKAGES

The following thresholds do not apply to <u>any</u> contractors performing specialty work (see Articles V and VI). Also, transmission right-of-way clearing work and routine shoreline restoration and stabilization work (see LRS-54) and subordinate contracts for \$100,000 or less (Article I) are not required to become signatory to the Project Agreements. Even if not required, the contractor or subordinate contractor may choose to become signatory to the Project Agreements.

PACKAGE	TYPE OF WORK COVERED	THRESHOLD
Construction Project Agreement	Construction of new generating capacity or transmission construction (see Article VI:A)	<ul> <li>Greater than \$0 for work for Nuclear, Fossil, &amp; Hydro</li> <li>Greater than \$350,000 for work other than Nuclear, Fossil, or Hydro (otherwise see 1851 with Exhibit A)</li> </ul>
Office Supplement	Construction, maintenance, modification, or addition to offices, other buildings, or facilities (see Article VI:B)	Contracts greater than \$500,000 (otherwise see 1851 with Exhibit S-1)
Project Maintenance and Modifications Agreement	Maintenance and modification of existing generating plants and transmission facilities (see Article VI:1)	<ul> <li>Greater than \$250,000 for work for Nuclear, Fossil, and Hydro (otherwise see 1851 with Exhibit A)</li> <li>Greater than \$350,000 for work other than Nuclear, Fossil, or Hydro (otherwise see 1851 with Exhibit A)</li> </ul>

- \* Specialty Work Regardless of the dollar amount involved, some specialty work is exempt from coverage by the Project Agreements and will be covered by the 1851. For definition of specialty work, refer to Article VI of the Project Agreements. If there are questions about the application of specialty work or dollar thresholds, call Labor Relations at (865) 632-7759.
- \*\* Subcontracts Project Agreement subcontractors under \$100,000 are not required to be signatory to the Project Agreements. The 1851 applies to those contracts not covered by the Project Agreements.
- \*\*\* Right-of-Way Clearing Regardless of the dollar amount involved, transmission right-of-way clearing and maintenance work is exempt from coverage by the Project Agreements and will be covered by the Right-of-Way Clearing and Maintenance Package (see LRS-54)
- \*\*\*\* Shoreline Restoration/Stabilization Shoreline restoration and stabilization work is exempt from coverage by the Project Agreements and will be covered by the 1851 Package (see LRS-54)

#### 1851 PACKAGE

PACKAGES	TYPE OF WORK COVERED	THRESHOLD
1851 (with Exhibit A)	Construction of new generating capacity or transmission construction	<ul> <li>Less than or equal to \$350,000 for work other than Nuclear, Fossil, or Hydro</li> <li>For Nuclear, Fossil, or Hydro, see CPA above</li> <li>Construction Project Agreement subcontracts less than or equal to \$100,000</li> <li>Specialty work</li> <li>Shoreline restoration/stabilization work</li> </ul>
	Maintenance and modification of existing generating plants and transmission facilities	<ul> <li>Less than or equal to \$250,000 for work for Nuclear, Fossil, and Hydro</li> <li>Less than or equal to \$350,000 for work other than Nuclear, Fossil, or Hydro</li> <li>Project Maintenance and Modifications Agreement subcontracts less than or equal to \$100,000</li> <li>Specialty work</li> <li>Shoreline restoration/stabilization work</li> </ul>
1851 (with Exhibit S-1)	Construction, maintenance, modification, or addition to offices, other buildings, or facilities	<ul> <li>Contracts less than \$500,000</li> <li>Construction Project Agreement – Supplement subcontracts less then or equal to \$100,000</li> <li>Specialty work</li> <li>Shoreline restoration/stabilization work</li> </ul>

#### AUGMENTATION PACKAGE

PACKAGE	TYPE OF WORK COVERED	THRESHOLD
Augmentation	Contractor craft personnel provided	Greater than \$0 for all TVA organizations
	to augment TVA's annual work force	Ü

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

PACKAGE	TYPE OF WORK COVERED	THRESHOLD
Right-of-Way	Transmission Right-of-Way Clearing	• Greater than \$0
Clearing and	and Maintenance Work	
Maintenance		

# **Weekly Statement of Payroll Compliance**

Contractor's Name	Contract No.		
Subcontractor's Name	Release No.		
Payroll week commencing on the day of (mm/yyyy) and er	nding on the day of <u>(mm/yyyy)</u> .		
	tractor/Subcontractor		
<ol> <li>The Weekly Statement of Compliance must be filled out by the contractor</li> <li>The original Weekly Statement of Compliance must be submitted within sto TVA's Contract Officer.</li> </ol>	r or subcontractor named above or by his/her authorized representative. seven days after the regular payment date of the payroll period identified above		
I do hereby state:			
above and that all persons employed on said project have been paid directly or indirectly to or on behalf of the above-named contractor or no deductions have been made either directly or indirectly from the defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the \$63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c). I understar	a above-named contractor or subcontractor for the payroll period identified the full weekly wages earned, that no rebates have been or will be made subcontractor from the full weekly wages earned by any person, and that full wages earned by any person, other than permissible deductions as Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; and that TVA may require payrolls to be submitted at any time, and agree to sted at the time of this statement, I agree to provide such payrolls within		
(2) That any payrolls otherwise under this contract required to be maintained for the above period have been prepared and are correct and complete and provide detailed payroll information on each employee as required by the Copeland Act regulations (29 C.F.R. §§ 3.3 - 3.4 (1994); that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work the employee performed and with those classifications listed in any applicable classification determination incorporated into the contract.			
<ul> <li>(3) That:         <ul> <li>(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS                 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 3(b) below. Where such plans, funds, or programs do not exist, an amount equal to the fringe benefit contribution will be paid in wages to each laborer or mechanic listed in the above-referenced payroll.</li> </ul> </li> </ul>			
(b) EXCEPTIONS			
EXCEPTION (CRAFT)	EXPLANATION		
	R OF PAYROLL DOCUMENTS MAY SUBJECT THE CONTRACTOR OR SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE		
SIGNED TITLE Contractor/Subcontractor	DATE		

# **REMINDER**

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

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

#### WEB CONTRACTOR SECURITY SYSTEM INSTRUCTIONS

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

# **CONTRACTOR RESPONSIBILITIES**

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

# **ACCESSING WCSS**

# Requesting User IDs

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

#### **Contractor Roles**

#### Vendor Administrator

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

### Vendor Representative

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

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

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

### How to log on to WCSS

Click on the internet access link in your e-mail
 The website address is: wcss.tva.com

Note: Do not put www before the web site name)

Press enter

The following screen will appear:

# **Contractor Security System**

#### INTRODUCTION

The use of this application is for official purposes only by authorized individuals.

TVA's Web Contractor Security System (WCSS) was developed to replace the existing Integrated Voice Response (IVR) Contractor Security System. Suppliers are required to ensure all contractors reporting to work at a TVA facility meet TVA's suitability requirements. WCSS will allow authorized partner representatives to verify suitability by:

-checking for restrictions which preclude contractors or sub-contractors from working on TVA property in accordance with the TVA contract

-reporting all contractors who quit, are discharged for cause, test positive/refusal/tampering of a drug test in accordance with the TVA contract so restrictions can be issued.

-identifying those contractors that need to be fingerprinted.

This computer application is owned by the Tennessee Valley Authority (TVA), an agency of the United States. Computing resource users are individually responsible for the use of all resources assigned to them. Please be aware that information placed or sent over this system may be monitored. Use of this computer application, authorized or unauthorized, constitutes your consent to monitoring of this system. This computer application is provided to authorized users for authorized purposes only. The information contained within this system is the property of the TVA. Due to the sensitive nature of some information in this system, its contents are not to be further distributed for purposes other than TVA business without prior approval of TVA Police.

By clicking Continue below, I accept these terms.

#### **Continue**

Click continue

The following screen will appear:

Welcome To WCSS! Please Identify Yourself:		
1) User ID:		
2) Password:		
3) Click Login Or Press The Enter Key:	Login	
4) <u>Return To Previous</u> <u>Page</u>		
Helpful Hint	s:	
1) DO NOT use web browser's BACK or buttons provided at top or bottom of		
<ol><li>To EXIT always use the Logoff link lo then EXIT your browser.</li></ol>	cated on each screen and	
3) Best Viewed using Internet Explorer	5.5 or higher.	

#### At the welcome screen:

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

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

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

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

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

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

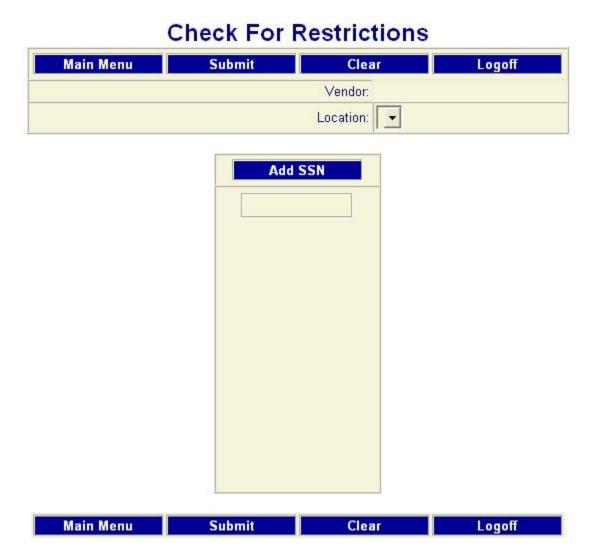
Check For Restrictions
Report Resignations, Terminations For Cause and Positive Drug  Test/Tampering/Refusal
<u>Logoff</u>

### **WCSS Processes**

#### Check for restrictions

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

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



To check for restrictions at this screen:

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

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

# **USER'S NAME - VENDOR NAME**



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

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

# **USER'S NAME - VENDOR NAME**

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

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

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

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

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

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

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

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

<u>Nuclear</u> Manager, Nuclear Security 1101 Market Street, EB 10B-C Chattanooga, Tennessee 37402

At this point, if you are finished using WCSS:

Click Logoff

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

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

# Reporting Restrictions (Non-Nuclear)

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

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

The following screen will appear:

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

	Main Menu	Submit/New	Logoff
Vendor:			
SSN:			
First Name:			
Middle Initial:			
Last Name:			
Suffix:	Ī		
Craft:	I		
Other Craft:			
Location:			
Туре:	•		
Reason:			
Effective Date:		MM/DD/YYYY	
Comments:			

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

The following dialog box will appear:

Restriction request was sent to TVA Police - Personnel Security

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

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



# **SENSITIVE INFORMATION**

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

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

This form is used to identify the Vendor Administrator for your company and register your company to obtain a Web Contractor Security System (WCSS) User ID and Password for accessing TVA's WCSS. I do not have a WCSS User ID and am requesting one be set up in the role of Vendor Administrator for my company. My company has an active Vendor Code from a previous contract. My four digit Vendor Code is I do not have a WCSS User ID and am requesting one be set up in the role of Vendor Administrator for my company. My company does not have an active Vendor Code. Vendor Administrator Name: **Social Security Number:** Company Name: Company Address: TVA Address (If applicable): **Telephone Number:** Fax Number: Email Address: **TVA Contract Manager:** Contract Number: Certification As the above-designated Contractor Representative, I certify that I understand the requirement for my company and all it's subcontractors to comply with TVA's Web Contractor Security System (WCSS) and fingerprinting requirements. I understand that I am responsible for keeping WCSS User IDs and passwords secure. I am also responsible for identifying any Vendor Representatives for my company who have an official need to access the system. I understand that this also includes the responsibility for instructing these representatives of my company on their responsibilities for securing their User IDs and passwords as well as using the system for official purposes only. I will notify TVA when there is no longer an official need for a Vendor Representative of my company, including myself, to access the WCSS system. I further understand that TVA will audit the contractor's compliance with usage of this system. Signature of Vendor Administrator Date Privacy Act Statement Subsection (e) (3) of 5 U.S.C. ss 552a (Section 3 of the Privacy Act) requires that TVA inform you of its authority to request information and the uses which TVA may make of the information requested. That subsection further requires TVA to inform you of the effects of not providing any or all of the requested information. TVA's authority to request the information you provide is derived from the TVA Act (16 U.S.C. 831-831dd. Information provided on this form will be used to determine your eligibility to be granted access to TVA's Web Contractor Security System. Furnishing the requested information is voluntary; however, failure to provide all or part of the information will result in your inability to obtain a User ID to access to TVA's Web Contractor Security System. Information provided on this form may also be used in response to a congressional inquiry; in the event of a dispute, to respond to subpoenas or other appropriate requests; to federal, state or local agencies with oversight responsibilities; or to law enforcement agencies in the exercise of their duties.

TVA 20159 [7-2007] SENSITIVE INFORMATION

# **TVA 1851**

# **LABOR PROVISIONS**

# **Prevailing Wage Rate**

The contractor is required to pay, and to ensure that each subcontractor pays, not less than the prevailing rate of wages for work of a similar nature prevailing in the vicinity to all laborers and mechanics performing work under this contract. TVA's determination of prevailing rates of wages and fringe benefits are listed in either Exhibit A - Wage Schedule or Exhibit S-1 - Wage Schedule which may be modified by TVA or otherwise modified in accordance with this contract from time-to-time. The contractor is required to post the appropriate wage schedule in a prominent location at each job site where employees pass by not less than once per month. (Note: Wage rates are normally reexamined by TVA annually, and revisions in the wage scale usually become effective near the beginning of each calendar year. Exhibit A - Wage Schedule covers construction of new generation capacity or transmission facilities, or maintenance and modification of existing generating plants or transmission facilities. Exhibit S-1 - Wage Schedule covers construction, maintenance, modification, or additions to offices, other buildings, or facilities. Questions regarding application of these exhibits should be directed to your Contract Officer.)

### **Covered Work**

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

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

#### **Apprenticeship Classifications**

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

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

Classifications not contained in the wage schedule with this document shall not be used by the contractor without advance permission of the contracting officer. Any question as to the correct classification, rates, and benefits which apply to individual employees of the contractor will be determined by the contracting officer, whose decision shall be final and conclusive in the absence of a decision by the Secretary of Labor. If any dispute arises as to the prevailing rates of wages, the question shall be referred for determination to the Secretary of Labor, whose decision shall be final. In the absence of a decision of the Secretary of Labor, the prevailing rates of wages for the different classifications set out in the wage schedule with this document (as it may be modified by TVA from time-to-time) shall be considered by all parties to be the minimum rates of wages that shall be paid by the contractor for the work performed under this contract.

No individual shall be employed as a skilled or unskilled laborer on this contract except on a wage basis. This should not be construed to prohibit the subcontracting of work or the rental of trucks or other equipment if this is otherwise permitted under this contract. Any individuals employed to perform work under such subcontracts or rental agreements will be paid on a wage basis in accordance with the provisions of the contract. No charge for food, gasoline, supplies, repairs, or equipment rental shall cause any deduction from the minimum amounts due to be paid to an individual performing work under this contract.

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

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

# **Multiple Shifts**

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

#### **Overtime**

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

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

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

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

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

#### **Labor Payroll Records**

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

## **Weekly Statement of Compliance**

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

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

#### **Payroll Deductions**

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

# **Fees**

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

#### **Fringe Benefits**

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

#### **Labor Cost Adjustment**

Wage schedules (hereinafter referred to as "TVA wage document") are usually revised around the first of each calendar year to reflect changes in the prevailing rates of wages and related benefits. If any revisions are made by TVA which are applicable to the TVA wage document attached to this contract between the date of the contractor's offer and the date stipulated for completion of the contract, or any extension thereof authorized by TVA in accordance with the Delays and Remedies provision, the

appropriate adjustment, increase or decrease, in the amount TVA is required to pay the contractor for field labor shall be made by TVA to reflect the revisions of the various wage classification rates as follows:

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

# **Miscellaneous**

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

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

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

# **Exhibit A - WAGE SCHEDULE**

## for Project Agreements and 1851s

Effective First Pay Period Beginning After January 1, 2023

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

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

Asbestos Workers		Bricklayers (continued)	
(Asbestos work includes insulation)		Refractory Worker	31.35
Asbestos Abatement Worker	22.63	Stone Mason	30.34
Asbestos Abatement Worker Foreman	24.89	Terrazzo Worker	29.59
Asbestos Worker	32.34	Tile Setter	29.59
Asbestos Worker Foreman	35.57		
Asbestos Worker Head Foreman	39.13 <sup>11</sup>	Health and Welfare Fund	4.75 <sup>1</sup>
Asbestos Worker Competent Person	39.13 <sup>11</sup>	Pension Fund	2.55 <sup>1</sup>
Asbestos Worker Subjourneyman	19.40 <sup>2</sup>	Helmets to Hardhats	0.01 12
Health and Welfare Fund	7.10 <sup>1</sup>	<u>Carpenters</u>	
Pension Fund	8.05 <sup>1</sup>	Carpenter	29.75
Helmets to Hardhats	0.01 12	Carpenter Foreman	32.73
		Carpenter Head Foreman	36.00 <sup>11</sup>
<u>Boilermakers</u>		Carpenter Trans. Foreman Specialist	37.50
Blacksmith/Boilermaker	34.23	Carpenter Welder	29.75
Blacksmith/Boilermaker Welder	34.23	Lather (tie-on installation)	29.75
Boilermaker Welder-CW-FCAW	35.73 <sup>3</sup>	Lather Foreman	32.73
Boilermaker Certified Pressure Welder	36.98 <sup>3</sup>	Pile Driver	30.00
Boilermaker Foreman	39.38	Pile Driver Foreman	33.00
Boilermaker Head Foreman	43.32 11	Pile Driver Welder	30.00
Boilermaker Helper <sup>2</sup> (for description,		Saw Filer	29.75
wages, and fringes see Endnotes 2 and 10)		Sawyer	29.75
Boilermaker Trainee I	23.96		
Boilermaker Trainee II	27.38	Health and Welfare Fund	5.54 <sup>1</sup>
		Pension Fund	5.74 <sup>1</sup>
Health and Welfare Fund (for each hour paid)	7.07 1	Helmets to Hardhats	0.01 12
Pension Fund (for each hour paid)	13.46 <sup>1</sup>		
Annuity (for each hour paid)	3.00 <sup>1</sup>	<u>Millwrights</u>	
(For apprentice health and welfare,		Millwright	34.10
pension, and annuity, see page 8.)		Millwright Foreman	37.51
Helmets to Hardhats	0.01 12	Millwright Head Foreman	41.26 <sup>11</sup>
		Millwright Welder	35.21
<u>Bricklayers</u>		Health and Welfare Fund	5.19 <sup>1</sup>
Bricklayer	30.34	Pension Fund	6.75 <sup>1</sup>
Bricklayer Foreman	33.38	Helmets to Hardhats	0.01 12
Bricklayer Head Foreman	36.72 <sup>11</sup>		
Bricklayer Improver	18.20 <sup>1</sup>		
Marble Setter	29.59		

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Electrical Workers		<u>Laborers</u> (continued)	
Cable Splicer	32.62	Labor Foreman	24.74
Driver-Special Line Equipment	26.61	Labor Head Foreman	27.46 <sup>11</sup>
Driver-SLE Trainee I	20.75	Laborer (unclassified)	21.79
Driver-SLE Trainee II	22.62	Mortar Mixer	21.94
Driver-SLE Trainee III	23.95	Nuclear Plant Laborer	21.94
Electrician	32.37	Powder Foreman	24.96
Electrician Foreman	35.61	Powderman	22.69
Electrician Head Foreman	39.17	Powderman Foreman	24.96
Electrician Welder	32.37	Right-of-Way Spray Laborer	21.94
Groundman (line crew)	20.71	Sewer Foreman	24.74
Groundman Driver	20.86	Substation Yard Laborer	21.94
Groundman Foreman	32.37	Track Foreman	24.96
Groundman TraineeA	14.49	Track Laborer	21.94
Groundman TraineeB	15.53	Tunnel Miner	22.44
Lineman Lineman Foreman	34.96	Tunnel Miner Tunnel Miner Foreman	22.79
Right-of-Way Clearing ForemanSpray	38.46	Wagon Drill Operator	25.07
Subjourneyman Wireman (for description,	25.89	Watchman	22.44
wages, and fringes see Endnotes 2 and 10)		waterman	21.79
Subjourneyman Electrician (for description,		Health and Welfare Fund	4.40 <sup>1</sup>
wages, and fringes see Endnotes 2 and 10)		Pension Fund	3.80 1
Substation Const. Head Foreman	39.17 <sup>11</sup>	Helmets to Hardhats	0.01 12
Transmission Line Construction Head Foreman	42.31 11		
		<u>Machinists</u>	
Health and Welfare Fund	8.30 <sup>1</sup>	Bolt Threading Machine Operator	26.90
Pension FundNational		Gas and Diesel Mechanic	35.87
(3% of the hourly gross wage rate)	1	Gas and Diesel Mechanic Foreman	39.46
Pension FundLocal	3.68 <sup>1</sup>	Gas and Diesel Mechanic Helper	26.90
Helmets to Hardhats	0.01 12	Gas and Diesel Mechanic Helper II	30.49
luon Mandrone		Machinist Machinist Foreman	35.87
<u>Iron Workers</u> Iron Worker Head Foreman	38.73 <sup>11</sup>	Machinist Foreman  Machinist Head Foreman	39.46
Reinforcing Iron Worker	32.01	Machinist Head Poleman  Machinist Utilityman	43.41 <sup>11</sup> 21.52 <sup>2</sup>
Reinforcing Iron Worker Foreman	35.21	Machinist Welder	35.87
Reinforcing Iron Worker Subjourneyman	19.20 <sup>2</sup>	Outside Machinist	36.07
Structural Iron Worker	32.01	Outside Machinist Foreman	39.68
Structural Iron Worker Foreman	35.21	Outside Machinist Utilityman	21.64 <sup>2</sup>
Structural Iron Worker Sketchman	35.21	Outside Machinist Welder	36.07
Structural Iron Worker Subjourneyman	19.20 <sup>2</sup>		
Structural Iron Worker Welder	32.01	Health and Welfare Fund	7.85 <sup>1</sup>
		Pension	2.21 <sup>1</sup>
Health and Welfare Fund	6.22 1	Helmets to Hardhats	0.01 12
Pension Fund	7.70 <sup>1</sup>		
Annuity	1.86 <sup>1</sup>	Operating Engineers	
Helmets to Hardhats	0.01 12	Group A Equipment Operator	34.65
		Bobcat (Large) Operator	
<u>Laborers</u>		Bulldozer Operator	
Asphalt Raker and Smoother	21.94	Central Concrete Mixing Plant Operator	
Cement Gun Nozzleman	22.49	Concrete Pump Operator	
Chuck Tender	22.34	Core Drill Operator	
Concrete Placing Foreman	24.96	Crane Operator <sup>4</sup>	
Construction Laborer	21.94	Derrick Operator (live boom)	
Deckhand	22.04	Dragline Operator	
Excavation Foreman	24.96	Dredge Operator	
Flagman	22.24	Equipment Mechanic	
Form Stripper Wrecker	21.94	Equipment Mechanic Welder	
Jackhammer Operator	21.99	Euclid Loader Operator	

Operating Engineers (continued)		Equipment Operator Foreman	
Group A Equipment Operator (continued)		Central Mixing Plant Foreman	38.12
Fork Truck (with Outriggers) Operator		Core Drill Foreman	38.12
Heavy Rotary Drill Operator		Dredge Mate	38.12
Marine Pilot		Drill Foreman	36.31
Motor Patrol Grader Operator		Equipment Foreman	38.12
Mucking Machine Operator		Equipment Mechanic Foreman	38.12
Pan Scraper Operator		Greaser Foreman	34.65
Paving Equipment Operator		Operating Engineer Head Foreman	41.93 <sup>11</sup>
Pile Driver Operator			
Power Shovel Operator		Operator Trainees	
Trenching Machine Operator		Central Concrete Mixing Plant Opr.	
		Trainee I	29.72
Group B Equipment Operator	33.01	Trainee II	31.36
Cage Hoist Operator		Trainee III	33.01
Central Compressor Plant Operator		Core Drill Operator Trainee I	31.36
Chief Filter Plant Operator		Core Drill Operator Trainee II	33.01
Derrick and Dredge Boat Fireman		Marine Pilot Trainee I	31.36
Drill Operator		Marine Pilot Trainee II	33.01
Elevating Grader Operator			
Hoist Operator		Health and Welfare Fund	5.95 <sup>1</sup>
Locomotive Operator		Pension Fund	6.15 <sup>1</sup>
Marine Engineer		Helmets to Hardhats	0.01 12
Well Point Pump Operator			
Yard Conductor		<u>Painters</u>	
Group C Equipment Operator	31.36	Lead-Based Paint Abatement Worker	25.38
Bituminous Distributor Operator	31.30	Painter (includes drywall finish & glazier work) Painter Foreman	25.38
Bobcat Operator		Painter Head Foreman	27.92 30.71 <sup>11</sup>
Filter Plant Operator		Painter Utilityman	15.22 <sup>2</sup>
Fork Truck Operator		Sign Painter	25.38
Grader Operator		olgi i dililoi	25.50
Greaser		Health and Welfare Fund	4.25 <sup>1</sup>
Motor Crane Driver and Oiler		Pension Fund	6.72 <sup>1</sup>
Mulching Machine Operator		Helmets to Hardhats	0.01 12
Portable Concrete Mixer Operator			0.01
Road Roller Operator		Plasterers and Cement Masons	
Switchman		Cement Mason	32.42
Tractor Operator		Cement Mason Foreman	35.66
Tunnel Motorman		Cement Mason Head Foreman	39.23 <sup>11</sup>
Work Boat Operator		Cement Mason Improver	19.45 <sup>2</sup>
		Plasterer	34.42
Group D Equipment Operator	29.72	Plasterer Foreman	37.86
Conveyor Operator			
Crane Car Operator		Health and Welfare Fund	5.40 <sup>1</sup>
Drill Helper		(Cement Masons only)	
Equipment Mechanic Helper		Pension Fund	2.00
Fireman		Helmets to Hardhats	0.01 12
Grout Pump Operator			
Loading Machine Operator			
Oiler			
Outboard Motorboat Operator			
Portable Compressor Operator			
Pump Operator			
Tractor Operator Farm Type			
Trenching Machine Helper			
Welding Machine Operator			

Roofers		Teamsters	
Roofer	27.48	Garage Attendant	27.85
Roofer Foreman	30.23	Truck Dispatcher	28.43
Roofer Head Foreman	33.25 <sup>11</sup>	Truck Driver I	27.85 5
Roofers Helper	19.78	Truck Driver II	28.10 <sup>6</sup>
Roofer Subjourneyman	16.48 <sup>2</sup>	Truck Driver III	28.35 <sup>7</sup>
Roofer Slate and Tile	27.73	Truck Foreman	31.19
Roofer Foreman Slate and Tile	30.50	Truck Head Foreman	34.31 <sup>11</sup>
Roofer Slate and Tile Subjourneyman	16.63 <sup>2</sup>	Warehouseman	27.85
		Warehouse Foreman	28.40
Health and Welfare Fund	5.73 <sup>1</sup>		
Pension Fund	2.40 1	Health and Welfare Fund	9.03 <sup>1</sup>
Helmets to Hardhats	0.01 12	Pension Fund	6.20 <sup>1</sup>
		Helmets to Hardhats	0.01 12
Sheet Metal Workers		<u>Multi-Craft</u>	
Sheet Metal Worker	34.84	Diver	37.79 <sup>8</sup>
Sheet Metal Worker Foreman	38.33	Depth Premium	
Sheet Metal Worker Head Foreman	42.16 <sup>11</sup>	0 - 50 ft. No premium	
Sheet Metal Worker Pre-Apprentice	20.90 <sup>2</sup>	51 - 100 ft. \$1.10 per ft.	
Sheet Metal Worker Sketchman	38.33	101 - 150 ft. \$2.20 per ft.	
Sheet Metal Worker Welder	34.84	151 - 200 ft. \$3.30 per ft.	
		201 - 250 ft. \$4.40 per ft.	
Health and Welfare Fund	4.60 <sup>1</sup>	251 - 300 ft. \$5.50 per ft.	
Pension Fund	7.35 <sup>1</sup>		
SASMI (3% gross payroll including		Torus Diving Premium	
base wage, H&W, and Pension) <sup>1</sup>		\$5.50 per calendar day to diver wh	0
Helmets to Hardhats	0.01 12	makes one or more dives in nuclear to	us.
Steamfitters		Diver Tender	22.67 8
Lead Burner	41.12	Power House Crane Operator	32.37 <sup>9</sup>
Plumber	39.73	Property Maintenance Worker	27.85 <sup>9</sup>
Plumber Foreman	43.70	Property Maintenance Foreman	30.64 <sup>9</sup>
Plumber Sketchman	43.70	Diver Foreman	41.57
Production Wkr. Steamfitter Subj'man.	23.83 <sup>2</sup>	Hourly Craft Superintendent*	52.88
Steamfitter	39.73	Hourly Craft Planner*	
Steamfitter Foreman Steamfitter Head Foreman	43.70	*For Description, wages, and fringes, see Endnotes 9 and 11	
Steamfitter Sketchman	48.07 <sup>11</sup> 43.70	see Enditotes 9 and 11	
Steamfitter Welder	43.70 39.73 <sup>13</sup>		
Steamilter Weider	39.73		
Health and Welfare Fund	5.52 <sup>1</sup>		
Pension Fund	6.17 1		
Helmets to Hardhats	0.01 12		
Sprinkler-Fitter	35.10		
Sprinkler-Fitter Foreman	38.61		
Sprinkler Fitter Head Foreman	42.47 11		
Health and Welfare Fund	9.72 <sup>1</sup>		
Pension Fund	7.10 <sup>1</sup>		
Helmets to Hardhats	0.01 12		

#### **ENDNOTES**

- 1. a. Health and Welfare and Pension Contribution Health and Welfare and Pension contributions may vary for some crafts by local area from those rates listed in this exhibit. If the work is covered by a Project Agreement, prior to making wage or benefit payments, the contractor and the union involved should communicate to ensure that payment amounts, payment rules, and the name and address of the fund where the payments should be made are correct. (Also, if the work is covered by a Project Agreement, for the instructions in behalf of employees in Iron Workers classifications, the contractor should contact the Iron Worker Council Representative.) If the work is not covered by a Project Agreement, it is permitted that a contractor may make hourly fringe benefit contributions at another rate(s); however, in such case, the hourly wage rate must be adjusted in an amount that provides that the total wage package (wages plus fringe benefit contributions) remain the same.
  - b. The rate of contributions to fringe benefit funds is paid at the straight-time rate even during overtime hours worked. During overtime, only the hourly wage rate is multiplied by the overtime multiplier. In other words, the established rate of contributions to fringe benefit funds is paid for hours worked and not hours paid. Exceptions: (1) For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity and Health and Welfare are paid on hours paid. (2) For all classifications in the Electrical Workers classification group, hourly contributions to the Pension Fund National only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight time or overtime rate. (3) For all classifications in the Sheet Metal Workers classification group, hourly contributions to SASMI only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight-time or overtime rate, plus 3 percent of the straight-time rate paid to their Health and Welfare and Pension Funds.)
- 2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised back to Boilermaker Helper 12-2018], Bricklayer Improver, Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, Outside Machinist Utilityman, Painter Utilityman, Cement Mason Improver, Roofer Subjourneyman, Roofer--Slate and Tile Subjourneyman, Sheet Metal Worker Pre-Apprentice, and Production Worker Steamfitter Subjourneyman). These classifications are considered as nonjourneymen, and they are not in a training position or a progressive position leading to journeyman status. The total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Some of the conditions of the agreement are: They are under the supervision of a general supervisor and the direct supervision of a foreman; they work with journeymen and perform tasks as assigned which do not require journeyman skills; they may be assigned to any work which, in the judgment of management, he/she can perform safely and efficiently; they must be physically able to do the work; and they must have a general knowledge of safe and proper use of handtools.

TVA and IBEW revised the Electrical Workers Subjourneyman's classifications in December 2006 to Subjourneyman Wiremen and Subjourneyman Electrician (for full description see LRS-35, Attachment 12).

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

#### **ENDNOTES** (continued)

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

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

- 8. This rate is the total wage package which is the total that may be paid when the hourly wage and all fringe contributions, if any, are added together.
- 9. Receives fringe benefit contributions of the craft from which employed.
- 10. The Subjourneymen classifications:
  - A) Boilermaker Helper (for additional details see LRS-35, Attachment 10, and Endnote 2)

Boilermaker Helper (First Employed after November 1, 1997)

Wage Rate	<u>H&amp;W<sup>1B</sup></u>	Pension <sup>1B</sup>	Annuity <sup>1B</sup>
15.00	7.07	0.00	0.00

#### B) Electrical Worker Subjourneyman

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

#### Subjourneyman Wireman (SJW)

		<u>Wage Rate</u>	H&W 15	Pension "	Annuity 18
1 <sup>st</sup> Period (Probationary)	50%	16.18	8.30	3.68	0.49
2 <sup>nd</sup> Period	58%	18.77	8.30	3.68	0.56
3 <sup>rd</sup> Period	62%	20.07	8.30	3.68	0.60
4 <sup>th</sup> Period	66%	21.36	8.30	3.68	0.64
5 <sup>th</sup> Period	70%	22.66	8.30	3.68	0.68

#### Subjourneyman Electrician (SJE)

		Wage Rate	H&W <sup>1B</sup>	Pension <sup>1B</sup>	Annuity <sup>1B</sup>
1 <sup>st</sup> Period	74%	23.95	8.30	3.68	0.72
2 <sup>nd</sup> Period	79%	25.57	8.30	3.68	0.77
3 <sup>rd</sup> Period	85%	27.51	8.30	3.68	0.83

- 11. For a job description of (craft) Head Foreman, see LRS-35, Attachment 10. For a job description of a Hourly Craft Superintendent, see LRS-35, Attachment 10, B. I. For a job description and wage determination of a Hourly Craft Work Planner, see LRS-35, Attachment 10, B. II. For a job description of the Asbestos Worker, Competent Person, see LRS-35, Attachment 13.
- 12. See Exhibit B, Helmets to Hardhats (LRS-68).
- 13. Individuals employed by TVA contractors performing work on TVA property who are certified Steamfitter Welding or X-Ray Welding will receive the following premium per hour worked: Certified Welding - \$2 premium per hour worked

X-Ray Welding - \$4 premium per hour worked

(see LRS-35, Attachment 14)

#### **OTHER PAYMENTS**

#### I. Subsistence for Construction, Maintenance, and Modification of Transmission Facilities Only

Employees engaged in construction, maintenance, and modification of transmission facilities, whose temporary work location is changed throughout the work area, will be eligible for a subsistence allowance of \$84.20 (no receipt will be required) for each night when the foreman/supervisor determines that the temporary work location is more than 55 miles from the employee's permanent residence. In determining mileage, each contractor will utilize the agreed upon preferred online program which currently is Map Quest (www.mapquest.com). The foreman/ supervisor will determine, to the best of his/her knowledge, the employee did utilize temporary lodging. Employees will be eligible for payment of the travel subsistence allowance if pay is received for productive work on the day following the night of being in travel status and who utilize temporary accommodations. The employee and foreman/supervisor will sign the timesheet certifying that all eligibility requirements are met for the travel subsistence. At any time the contractor specifies that overnight lodging is required, the employee will be paid the subsistence allowance for each night lodging is obtained and occupied while working on that assignment regardless of distance to permanent residence.

Prior to the wage conference in December 2022, either party may give a 30-day notice requiring a termination of this agreement which would require a return to the original agreement language as existed during 2003. Such change would be effected to coincide with the change in the wage package.

#### II. Training and Apprenticeship Payment (See Exhibit B)

#### **APPRENTICE WAGE RATE SCHEDULE**

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

All crafts (except Boilermaker, Laborer, Millwrights and Carpenters)

<u>1</u> 57%	<u>2</u> 70%	<u>3</u> 80%	<u>4</u> 90%						
<u>1</u> 57%	<u>2</u> 66%	<u>3</u> 74%	<u>4</u> 85%	<u>5</u> 90%					
<u>1</u> 57%	<u>2</u> 63%	<u>3</u> 69%	<u>4</u> 76%	<u>5</u> 83%	<u>6</u> 90%				
<u>1</u> 57%	<u>2</u> 62%	<u>3</u> 67%	<u>4</u> 72%	<u>5</u> 78%	<u>6</u> 84%	<u>7</u> 90%			
<u>1</u> 57%	<u>2</u> 61%	<u>3</u> 65%	<u>4</u> 70%	<u>5</u> 75%	<u>6</u> 80%	<u>7</u> 85%	<u>8</u> 90%		
<u>1</u> 57%	<u>2</u> 60%	<u>3</u> 64%	<u>4</u> 68%	<u>5</u> 72%	<u>6</u> 76%	<u>7</u> 80%	<u>8</u> 84%	<u>9</u> 90%	
<u>1</u> 57%	<u>2</u> 60%	<u>3</u> 63%	<u>4</u> 66%	<u>5</u> 70%	<u>6</u> 74%	<u>7</u> 78%	<u>8</u> 82%	<u>9</u> 86%	<u>10</u> 90%

#### **Boilermaker only**

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

		Wage Rate	H&W <sup>1B</sup>	Pension <sup>1B</sup>	Annuity <sup>1B</sup>
Probationary Period	65%	22.25	7.07	0.64	1.95
1 <sup>st</sup> Period	70%	23.96	7.07	9.42	2.10
2 <sup>nd</sup> Period	75%	25.67	7.07	10.10	2.25
3 <sup>rd</sup> Period	80%	27.38	7.07	10.78	2.40
4 <sup>th</sup> Period	85%	29.09	7.07	11.44	2.55
5 <sup>th</sup> Period	90%	30.81	7.07	12.12	2.70
6 <sup>th</sup> Period	95%	32.52	7.07	12.80	2.85

#### Laborer only

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

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

#### Millwrights only

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

#### **Carpenters only**

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

# **Exhibit S-1 - WAGE SCHEDULE - Office Supplement**

for Project Agreements and 1851s

Effective First Pay Period Beginning After January 1, 2023

<u>Scope of work covered</u>: This document identifies the total wage package (wages plus fringe benefit contributions) to be paid to the employees of contractors performing construction, maintenance, and modification work for TVA on office or other buildings or facilities under either the Construction Project Agreement--Supplement (Exhibit S-1) or 1851 (Exhibit S-1).

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

Asbestos Workers		<b>Bricklayers</b> (continued)	
(Asbestos work includes insulation)		Health and Welfare Fund	4.75 <sup>1</sup>
Asbestos Abatement Worker	21.57	Pension Fund	2.55 <sup>1</sup>
Asbestos Abatement Worker Foreman	23.73	Helmets to Hardhats	0.01 11
Asbestos Worker	30.82		
Asbestos Worker Foreman	33.90	<u>Carpenters</u>	
Asbestos Worker Head Foreman	37.29 <sup>10</sup>	Carpenter	28.36
Asbestos Worker Competent Person	37.29 <sup>10</sup>	Carpenter Foreman	31.20
Asbestos Worker Subjourneyman	15.41 <sup>2</sup>	Carpenter Head Foreman	34.32 <sup>10</sup>
		Carpenter Welder	28.36
Health and Welfare Fund	7.10 <sup>1</sup>	Lather (tie-on installation)	28.36
Pension Fund	8.05 <sup>1</sup>	Lather Foreman	31.20
Helmets to Hardhats	0.01 11	Pile Driver	28.61
		Pile Driver Foreman	31.47
<u>Boilermakers</u>		Pile Driver Welder	28.61
Blacksmith/Boilermaker	32.55	Saw Filer	28.36
Blacksmith/Boilermaker Welder	32.55	Sawyer	28.36
Boilermaker Welder-CW-FCAW	34.00 <sup>3</sup>		
Boilermaker Certified Pressure Welder	35.30 <sup>3</sup>	Health and Welfare Fund	5.54 <sup>1</sup>
Boilermaker Foreman	37.60	Pension Fund	5.74 <sup>1</sup>
Boilermaker Head Foreman	41.36 <sup>10</sup>	Helmets to Hardhats	0.01 11
Boilermaker Helper <sup>2</sup> (for description,			
wages, and fringes see Endnotes 2 and 9)		<u>Millwrights</u>	
Boilermaker Trainee I	22.78	Millwright	32.58
Boilermaker Trainee II	26.04	Millwright Foreman	35.84
		Millwright Head Foreman	39.43 <sup>10</sup>
Health and Welfare Fund (for each hour paid)	7.07 <sup>1</sup>	Millwright Welder	33.64
Pension Fund (for each hour paid)	13.46 <sup>1</sup>		
Annuity (for each hour paid)	3.00 <sup>1</sup>	Health and Welfare Fund	5.19 <sup>1</sup>
(Apprentice wage, pension, and health		Pension Fund	6.75 <sup>1</sup>
& welfare - see page 8)		Helmets to Hardhats	0.01 11
Helmets to Hardhats	0.01 11		
		Electrical Workers	
		Cable Splicer	32.62
<u>Bricklayers</u>		Driver-Special Line Equip.	26.61
Bricklayer	28.88	Driver-SLE Trainee I	20.75
Bricklayer Foreman	31.77	Driver-SLE Trainee II	22.62
Bricklayer Head Foreman	34.95 <sup>10</sup>	Driver-SLE Trainee III	23.95
Bricklayer Improver	14.44 <sup>2</sup>	Electrician	32.37
Marble Setter	28.16	Electrician Foreman	35.61
Refractory Worker	29.84	Electrician Head Foreman	39.17 <sup>10</sup>
Stone Mason	28.88	Electrician Welder	32.37
Terrazzo Worker	28.16	Groundman (line crew)	20.71
Tile Setter	28.16	Groundman Driver	20.86
		Groundman Foreman	32.37
		Groundman TraineeA	14.49

Electrical Workers (continued)		<u>Laborers</u> (continued)	
Groundman TraineeB	15.53	Track Laborer	21.94
Lineman	34.96	Tunnel Laborer	22.44
Lineman Foreman	38.46	Tunnel Miner	22.79
Right-of-Way Clearing ForemanSpray	25.89	Tunnel Miner Foreman	25.07
Subjourneyman Wireman (for description,		Wagon Drill Operator	22.44
wages, and fringes see Endnotes 2 and 9)		Watchman	21.79
Subjourneyman Electrician (for description,			
wages, and fringes see Endnotes 2 and 9)		Health and Welfare Fund	4.40 <sup>1</sup>
		Pension Fund	3.80 1
Health and Welfare Fund	8.30 <sup>1</sup>	Helmets to Hardhats	0.01 11
Pension FundNational			
(3% of the hourly gross wage rate) <sup>1</sup>		<u>Machinists</u>	
Pension FundLocal	3.68 <sup>1</sup>	Bolt Threading Machine Operator	25.76
Helmets to Hardhats	0.01 11	Gas and Diesel Mechanic	34.35
		Gas and Diesel Mechanic Foreman	37.79
<u>Iron Workers</u>		Gas and Diesel Mechanic Helper	25.76
Iron Worker Head Foreman	36.87 <sup>10</sup>	Gas and Diesel Mechanic Helper II	29.20
Reinforcing Iron Worker	30.47	Machinist	34.35
Reinforcing Iron Worker Foreman	33.52	Machinist Foreman	37.79
Reinforcing Iron Worker Subjourneyman	15.23 <sup>2</sup>	Machinist Head Foreman	41.57 10
Structural Iron Worker	30.47	Machinist Utilityman	17.17 <sup>2</sup>
Structural Iron Worker Foreman	33.52	Machinist Welder	34.35
Structural Iron Worker Sketchman	33.52	Outside Machinist	34.27
Structural Iron Worker Subjourneyman	15.23 <sup>2</sup>	Outside Machinist Foreman	37.70
Structural Iron Worker Welder	30.47	Outside Machinist Welder	34.27
Health and Welfare Fund	6.22 <sup>1</sup>	Health and Welfare Fund	7.85 <sup>1</sup>
Pension Fund	7.70 <sup>1</sup>	Pension Fund	2.21 1
Annuity	1.86 <sup>1</sup>	Helmets to Hardhats	0.01 11
Helmets to Hardhats	0.01 11		
Laborers		Operating Engineers Group A Equipment Operator	33.01
Asphalt Raker and Smoother	21.94	Bobcat (Large) Operator	00.01
Cement Gun Nozzleman	22.49	Bulldozer Operator	
Chuck Tender	22.34	Central Concrete Mixing Plant Operator	
Concrete Placing Foreman	24.96	Concrete Pump Operator	
Construction Laborer	21.94	Core Drill Operator	
Deckhand	22.04	Crane Operator <sup>4</sup>	
Excavation Foreman	24.96	Derrick Operator (live boom)	
Flagman	22.24	Dragline Operator	
Form Stripper Wrecker	21.94	Dredge Operator	
Jackhammer Operator	21.99	Equipment Mechanic	
Labor Foreman	24.74	Equipment Mechanic Welder	
Labor Head Foreman	27.46 <sup>10</sup>	Euclid Loader Operator	
Laborer (unclassified)	21.79	Fork Truck (with Outriggers) Operator	
Mortar Mixer	21.94	Heavy Rotary Drill Operator	
Nursery Laborer	21.79	Marine Pilot	
Nursery Laborer Foreman	24.74	Motor Patrol Grader Operator	
Powder Foreman	24.96	Mucking Machine Operator	
Powderman	22.69	Pan Scraper Operator	
Power Saw Operator	21.94	Paving Equipment Operator	
Right-of-Way Spray Laborer	21.94	Pile Driver Operator	
Sewer Foreman	24.74	Power Shovel Operator	
Substation Yard Labor	21.94	Trenching Machine Operator	
Track Foreman	24.96		

Operating Engineers (continued)		Operating Engineers (continued)	
Group B Equipment Operator	31.45	Operator Trainees	
Cage Hoist Operator	01.40	Core Drill Operator Trainee I	29.89
Central Compressor Plant Operator		Core Drill Operator Trainee II	31.45
Chief Filter Plant Operator		Marine Pilot Trainee I	29.89
Derrick and Dredge Boat Fireman		Marine Pilot Trainee II	31.45
Drill Operator		Warmer not Trainee ii	01.40
Elevating Grader Operator		Health and Welfare Fund	5.95 <sup>1</sup>
Hoist Operator		Pension Fund	6.15 <sup>1</sup>
Locomotive Operator		Helmets to Hardhats	0.01 11
Marine Engineer			0.01
Well Point Pump Operator		Painters	
Yard Conductor		Painter (includes drywall finish & glazier work)	24.13
		Painter Foreman	26.54
Group C Equipment Operator	29.89	Painter Head Foreman	29.20 10
Bituminous Distributor Operator		Painter Utilityman	12.06 <sup>2</sup>
Bobcat Operator		Sign Painter	24.13
Filter Plant Operator			
Fork Truck Operator		Health and Welfare Fund	4.25 <sup>1</sup>
Grader Operator		Pension Fund	6.72 <sup>1</sup>
Greaser		Helmets to Hardhats	0.01 11
Motor Crane Driver and Oiler			
Mulching Machine Operator		Plasterers and Cement Masons	
Portable Concrete Mixer Operator		Cement Mason	30.90
Road Roller Operator		Cement Mason Foreman	33.99
Switchman		Cement Mason Head Foreman	37.39 <sup>10</sup>
Tractor Operator		Cement Mason Improver	15.45 <sup>2</sup>
Tunnel Motorman		Plasterer	32.70
Work Boat Operator		Plasterer Foreman	35.97
Group D Equipment Operator	28.33	Health and Welfare Fund	5.40 <sup>1</sup>
Conveyor Operator		(Cement Masons only)	
Crane Car Operator		Pension Fund	2.00
Drill Helper		Helmets to Hardhats	0.01 11
Equipment Mechanic Helper			
Fireman		Roofers	
Grout Pump Operator		Roofer	26.14
Loading Machine Operator		Roofer Foreman	28.76
Oiler		Roofer Head Foreman	31.64 10
Outboard Motorboat Operator		Roofers Helper	18.82
Portable Compressor Operator		Roofer Subjourneyman	13.07 <sup>2</sup>
Pump Operator		Roofer Slate and Tile	26.39
Tractor Operator Farm Type		Roofer Foreman Slate and Tile	29.03
Trenching Machine Helper		Roofer Slate and Tile Subjourneyman	13.19 <sup>2</sup>
Welding Machine Operator			
		Health and Welfare Fund	5.73 <sup>1</sup>
Equipment Operator Foreman		Pension Fund	2.40 1
Core Drill Foreman	36.31	Helmets to Hardhats	0.01 11
Dredge Mate	36.31		
Drill Foreman	34.60	<b>Sheet Metal Workers</b>	
Equipment Foreman	36.31	Sheet Metal Worker	33.25
Equipment Mechanic Foreman	36.31	Sheet Metal Worker Foreman	36.58
Greaser Foreman	33.01	Sheet Metal Worker Head Foreman	40.24 10
Operating Engineer Head Foreman	39.94 4/10	Sheet Metal Worker Pre-Apprentice	16.62 <sup>2</sup>
		Sheet Metal Worker Sketchman	36.58
		Sheet Metal Worker Welder	33.25

Sheet Metal Workers (continued)		Multi-Craft	
Health and Welfare Fund	4.60 <sup>1</sup>	Property Maintenance Worker	26.30 <sup>8</sup>
Pension Fund	7.35 <sup>1</sup>	Property Maintenance Foreman	28.93 <sup>8</sup>
SASMI (3% gross payroll, including		Hourly Craft Superintendent*	50.48
base wage, H&W, and Pension) <sup>1</sup>		Hourly Craft Planner*	00.10
Helmets to Hardhats	0.01 11	*For Description, wages, and fringes,	
		see Endnotes 9 and 11	
<u>Steamfitters</u>			
Lead Burner	39.25		
Plumber	37.93		
Plumber Foreman	41.72		
Plumber Sketchman	41.72		
Production Worker Steamfitter Subjourneyman	18.96 <sup>2</sup>		
Steamfitter	37.93		
Steamfitter Foreman	41.72		
Steamfitter Head Foreman	45.89 <sup>10</sup>		
Steamfitter Sketchman	41.72		
Steamfitter Welder	37.93 <sup>12</sup>		
Health and Welfare Fund	5.52 <sup>1</sup>		
Pension Fund	6.17 <sup>1</sup>		
Helmets to Hardhats	0.01 11		
Sprinkler-Fitter	33.56		
Sprinkler-Fitter Foreman	36.92		
Sprinkler Fitter Head Foreman	40.61 <sup>10</sup>		
'			
Health and Welfare Fund	9.72 <sup>1</sup>		
Pension Fund	7.10 <sup>1</sup>		
Helmets to Hardhats	0.01 11		
<u>Teamsters</u>			
Garage Attendant	26.30		
Truck Dispatcher	26.85		
Truck Driver I	26.30 <sup>5</sup>		
Truck Driver II	26.53 <sup>6</sup>		
Truck Driver III	26.77 <sup>7</sup>		
Truck Foreman	29.45		
Truck Head Foreman	32.40 <sup>10</sup>		
Warehouseman	26.30		
Warehouse Foreman	26.82		
Health and Wolfers Fund	0.02.1		
Health and Welfare Fund	9.03 <sup>1</sup> 6.20 <sup>1</sup>		
Pension Fund Helmets to Hardhats	0.01 <sup>11</sup>		
Heiliets to Hardilats	0.01		

#### **ENDNOTES**

- 1. a. Health and Welfare and Pension Contribution Health and Welfare and Pension contributions may vary for some crafts by local area from those rates listed in this exhibit. If the work is covered by a Project Agreement, prior to making wage or benefit payments, the contractor and the union involved should communicate to ensure that payment amounts, payment rules, and the name and address of the fund where the payments should be made are correct. (Also, if the work is covered by a Project Agreement, for the instructions in behalf of employees in Iron Workers classifications, the contractor should contact the Iron Worker Council Representative.) If the work is not covered by a Project Agreement, it is permitted that a contractor may make hourly fringe benefit contributions at another rate(s); however, in such case, the hourly wage rate must be adjusted in an amount that provides that the total wage package (wages plus fringe benefit contributions) remain the same.
  - b. The rate of contributions to fringe benefit funds is paid at the straight-time rate even during overtime hours worked. During overtime, only the hourly wage rate is multiplied by the overtime multiplier. In other words, the established rate of contributions to fringe benefit funds is paid for hours worked and not hours paid. (Exceptions: (1) For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity and Health and Welfare are paid on hours paid. (2) For all classifications in the Electrical Workers classification group, hourly contributions to the Pension Fund National only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight time or overtime rate. (3) For all classifications in the Sheet Metal Workers classification group, hourly contributions to SASMI only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight-time or overtime rate, plus 3 percent of the straight-time rate paid to their Health and Welfare and Pension Funds.)
- 2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised back to Boilermaker Helper 12-2018], Bricklayer Improver, Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, Outside Machinist Utilityman, Painter Utilityman, Cement Mason Improver, Roofer Subjourneyman, Roofer--Slate and Tile Subjourneyman, Sheet Metal Worker Pre-Apprentice, and Production Worker Steamfitter Subjourneyman). These classifications are considered as nonjourneymen, and they are not in a training position or a progressive position leading to journeyman status. The total number of apprentices and nonjourneymen in a particular craft is not to exceed 50 percent of the craft work force. Some of the conditions of the agreement are: They are under the supervision of a general supervisor and the direct supervision of a foreman; they work with journeymen and perform tasks as assigned which do not require journeyman skills; they may be assigned to any work which, in the judgment of management, he/she can perform safely and efficiently; they must be physically able to do the work; and they must have a general knowledge of safe and proper use of handtools.

TVA and IBEW revised the Electrical Workers Subjourneyman's classifications in December 2006 to Subjourneyman Wiremen and Subjourneyman Electrician (for full description see LRS-35, Attachment 12).

3. For a job description for a Boilermaker Certified Pressure Welder (CPW), see LRS-35, Attachment 6.

For a job description for a Boilermaker Welder Certified Welder-Flux Cored Arc Welding (CW-FCAW), see LRS-35, Attachment 11.

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

#### **ENDNOTES** (continued)

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

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

- 8. Receives fringe benefit contributions of the craft from which employed.
- 9. The Subjourneyman classifications:
  - A) Boilermaker Helper (for additional details see LRS-35, Attachment 10, and Endnote 2)

Boilermaker Helper (First Employed after November 1, 1997)

Wage Rate	H&W <sup>1B</sup>	Pension <sup>18</sup>	Annuity 1B
15.00	7.07	0.00	0.00

11014/1B

#### B) Electrical Worker Subjourneyman

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

#### Subjourneyman Wireman (SJW)

		<u>wage Rate</u>	H&VV	Pension	Annuity
1 <sup>st</sup> Period (Probationary)	50%	16.18	8.30	3.68	0.49
2 <sup>nd</sup> Period	58%	18.77	8.30	3.68	0.56
3 <sup>rd</sup> Period	62%	20.07	8.30	3.68	0.60
4 <sup>th</sup> Period	66%	21.36	8.30	3.68	0.64
5 <sup>th</sup> Period	70%	22.66	8.30	3.68	0.68

# Subjourneyman Electrician (SJE)

		Wage Rate	H&W <sup>1B</sup>	Pension <sup>1B</sup>	Annuity <sup>1B</sup>
1 <sup>st</sup> Period	74%	23.95	8.30	3.68	0.72
2 <sup>nd</sup> Period	79%	25.57	8.30	3.68	0.77
3 <sup>rd</sup> Period	85%	27.51	8.30	3.68	0.83

- 10. For a job description of (craft) Head Foreman, see LRS-35, Attachment 10. For a job description of a Hourly Craft Superintendent, see LRS-35, Attachment 10, B. I. For a job description and wage determination of a Hourly Craft Work Planner, see LRS-35, Attachment 10, B. II. For a job description of the Asbestos Worker, Competent Person, see LRS-35, Attachment 13
- 11. See Exhibit B, Helmets to Hardhats (LRS-68).
- 12. Individuals employed by TVA contractors performing work on TVA property who are certified Steamfitter Welding or X-Ray Welding will receive the following premium per hour worked: Certified Welding - \$2 premium per hour worked X-Ray Welding - \$4 premium per hour worked (see LRS-35, Attachment 14)

#### **OTHER PAYMENTS**

#### I. Subsistence for Construction, Maintenance, and Modification of Transmission Facilities Only

Employees engaged in construction, maintenance, and modification of transmission facilities, whose temporary work location is changed throughout the work area, will be eligible for a subsistence allowance of \$84.20 (no receipt will be required) for each night when the foreman/supervisor determines that the temporary work location is more than 55 miles from the employee's permanent residence. In determining mileage, each contractor will utilize the agreed upon preferred online program which currently is Map Quest (www.mapquest.com). The foreman/ supervisor will determine, to the best of his/her knowledge, the employee did utilize temporary lodging. Employees will be eligible for payment of the travel subsistence allowance if pay is received for productive work on the day following the night of being in travel status and who utilize temporary accommodations. The employee and foreman/supervisor will sign the timesheet certifying that all eligibility requirements are met for the travel subsistence. At any time the contractor specifies that overnight lodging is required, the employee will be paid the subsistence allowance for each night lodging is obtained and occupied while working on that assignment regardless of distance to permanent residence.

Prior to the wage conference in December 2022, either party may give a 30-day notice requiring a termination of this agreement which would require a return to the original agreement language as existed during 2003. Such change would be effected to coincide with the change in the wage package.

#### II. Training and Apprenticeship Payment (See Exhibit B)

#### APPRENTICE WAGE RATE SCHEDULE

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

All crafts (except Boilermaker, Laborer, Millwrights and Carpenters)

<u>1</u> 57%	<u>2</u> 70%	<u>3</u> 80%	<u>4</u> 90%						
<u>1</u> 57%	<u>2</u> 66%	<u>3</u> 74%	<u>4</u> 85%	<u>5</u> 90%					
<u>1</u> 57%	<u>2</u> 63%	<u>3</u> 69%	<u>4</u> 76%	<u>5</u> 83%	<u>6</u> 90%				
<u>1</u> 57%	<u>2</u> 62%	<u>3</u> 67%	<u>4</u> 72%	<u>5</u> 78%	<u>6</u> 84%	<u>7</u> 90%			
<u>1</u> 57%	<u>2</u> 61%	<u>3</u> 65%	<u>4</u> 70%	<u>5</u> 75%	<u>6</u> 80%	<u>7</u> 85%	<u>8</u> 90%		
<u>1</u> 57%	<u>2</u> 60%	<u>3</u> 64%	<u>4</u> 68%	<u>5</u> 72%	<u>6</u> 76%	<u>7</u> 80%	<u>8</u> 84%	<u>9</u> 90%	
<u>1</u> 57%	<u>2</u> 60%	<u>3</u> 63%	<u>4</u> 66%	<u>5</u> 70%	<u>6</u> 74%	<u>7</u> 78%	<u>8</u> 82%	<u>9</u> 86%	<u>10</u> 90%

#### **Boilermaker only**

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

		Wage Rate	H&W <sup>1B</sup>	Pension <sup>1B</sup>	Annuity <sup>1B</sup>
Probationary Period	65%	21.15	7.07	0.64	1.95
1 <sup>st</sup> Period	70%	22.78	7.07	9.42	2.10
2 <sup>nd</sup> Period	75%	24.41	7.07	10.10	2.25
3 <sup>rd</sup> Period	80%	26.04	7.07	10.78	2.40
4 <sup>th</sup> Period	85%	27.67	7.07	11.44	2.55
5 <sup>th</sup> Period	90%	29.29	7.07	12.12	2.70
6 <sup>th</sup> Period	95%	30.92	7.07	12.80	2.85

#### **Laborer only**

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

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

#### Millwrights only

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

<u>1</u> 68%	<u>2</u> 78%	<u>3</u> 88%	<u>4</u> 95%				
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
66%	68%	76%	78%	86%	88%	91%	95%

# Carpenters only

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

<u>1</u> 60%	<u>2</u> 70%	<u>3</u> 80%	<u>4</u> 90%				
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
61%	66%	71%	76%	81%	86%	90%	95%

#### AGENDA ITEMS FOR PRE-JOB CONFERENCES

#### A. Call to Order

#### B. Introductions

- 1. Management Representatives Name, Title, Responsibility, & Contact Information
- 2. Labor Representatives Name, Title, Organization, & Contact Information
- 3. TVA Representatives Name, Title, & Contact Information
- 4. TLSA Representatives Name, Title, & Contact Information

# C. Safety

- 1. TVA Safety, TLSA, LRS-67, Utilization & Jobsite Representative
- 2. OSHA 10 & other Basic Safety Orientation consistent with PLA safety plan
- 3. Safety Procedures
- 4. First Aid Facilities
- 5. Reporting of ALL Accidents (Covered in orientation)
- 6. Emergency Evacuation Procedure
- 7. Drug Testing Requirements
- 8. Fit for Duty Requirements (Covered in request for referrals per PLA)
  - a. Substance Abuse Policy
  - b. Drug / Alcohol Program
  - c. Drug Screening Procedures and Requirements per PLA

#### D. Statement by Management

- 1. Project Information
  - a. Name
  - b. Location
  - c. Type of Project, Project Scope, Approximate Man-Hours, Project Duration, etc.
- 2. Company History
- 3. Basic Labor Policy, Specify which Agreement in Use (PMMA, CPA, Office Supplement) Covered and required on signature page
- 4. Work to be Subcontracted & Identify All Subcontractors per PLA
- 5. Require Subcontractors to Conduct Pre-Job per PLA
- 6. Identify Site and Corporate Level Representatives, as well as Council Representatives responsible for Labor Disputes

#### E. Staffing Requirements

- 1. Overall Staffing Schedule Starting Date, Peak, and Completion Date
- 2. Staffing Requirements by Craft Date of Initial Hires, and Peak
- 3. Discussion of Craft Availability
- 4. Procedure for Requesting Craft per PLA
- 5. Layoffs / Terminations per PLA

# F. Working Conditions

- 1. Company / TVA Work Rules (distribute copies) per PLA and job site rules
- 2. Application of Work Rules (discussion) per PLA
- 3. Hours of Work, Shift Schedule & Time-Keeping
- 4. Checking In & Out
- 5. Parking Facilities
- 6. Payday per PLA
- 7. Holidays per PLA

# G. Work Assignments

- 1. Individual Work Assignments by Craft
  - a. Plans for Mark-Up Session, All Drawings from which Work Will Be Executed

# H. Operational Matters

- 1. Management Organization & Chain of Command
- 2. Subcontracting Plans
- I. General Discussion
- J. Adjournment