# 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. <u>GENERAL PROVISIONS THAT APPLY TO ALL CONTRACTORS AND THEIR</u> <u>SUBCONTRACTORS</u>

### 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 System

Contractors are required to check **all** of their employees and **all** employees of their subcontractors, regardless of position or classification, with TVA's security unit before permitting them to work on TVA worksites. This requirement is limited to contracts expected to last more than seven days. The Registration Form in this package is used to initiate the assignment of a vendor code and PIN to access the system.

### • TVA 1851

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

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

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

### • Exhibit A - Wage Schedule

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

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

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

### • Exhibit S-1 - Wage Schedule

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

#### O.M.B. No. 3316-0062 Expires: 02/29/2004

#### WEEKLY STATEMENT OF PAYROLL COMPLIANCE

Contractor's Name	Contract No	
Subcontractor's Name	Release No.	
Payroll week commencing on the day of	20 and ending on the day of 20	

Instructions to Contractor/Subcontractor

1. The Weekly Statement of Compliance must be filled out by the contractor or subcontractor named above or by his/her authorized representative.

2.	The original Weekly Statement of Compliance must be submitted within seven days after the regular payment date of the payroll period
	identified above to TVA's Contract Officer.

I do hereby state:

- (1) That I pay or supervise the payment of the persons employed by the above-named contractor or subcontractor for the payroll period identified above and that all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made directly or indirectly to or on behalf of the above-named contractor or subcontractor from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, and that no deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c). I understand that TVA may require payrolls to be submitted at any time, and agree to provide them with this statement, if requested by TVA. If not requested at the time of this statement, I agree to provide such payrolls within three business days after TVA requests them.
- (2) That any payrolls otherwise under this contract required to be maintained for the above period have been prepared and are correct and complete and provide detailed payroll information on each employee as required by the Copeland Act regulations (29 C.F.R. §§ 3.3 3.4 (1994); that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work the employee performed and with those classifications listed in any applicable classification determination incorporated into the contract.
- (3) That:
  - (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
    - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 3(b) below. Where such plans, funds, or programs do not exist, an amount equal to the fringe benefit contribution will be paid in wages to each laborer or mechanic listed in the above-referenced payroll.
  - (b) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

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

SIGNED \_\_\_

TITLE	DATE

Contractor/Subcontractor

#### REMINDER

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

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

TVA 916 [2-2001]

# CONTRACTOR SECURITY SYSTEM

(To be placed in trades and labor contracts expected to last more than seven days.)

# **INSTRUCTION SHEET**

The Contractor Security System requires contractors to call into TVA via an Interactive Voice Response (IVR) 1-800 number to obtain suitability for their employees to have access to TVA facilities. Use of this system will assist in eliminating the potential of unsuitable personnel being placed at a TVA work location before proper clearance has occurred.

#### **CONTRACTOR RESPONSIBILITIES**

- 1. All Contractors are <u>required</u> to clear <u>all</u> of their employees and <u>all</u> employees of their subcontractors through TVA's Contractor Security System via the IVR.
- 2. Designating a Company Representative to Access and Operate the System

The contractor must assign the functions required to access the IVR System to a representative of their company. This representative then becomes responsible for keeping secure their vendor code number and personal identification number (PIN).

3. To Register and to be Assigned Contractor Access Number

Immediately upon award of contract, to initiate the contractor security system requirements and to be assigned a vendor code and PIN, the information contained on the <u>Registration Form</u> must be provided. This information is to be provided to TVA's Employee Service Center (ESC) at 400 West Summit Hill Drive, WT CP, Knoxville, Tennessee 37902. The contractor may call the ESC at 1-888-275-8094. (**To short-cut the system:** When the IVR equipment asks its first question, "*If you are calling from a touch-tone phone, press 1,*" do not press 1, but stay on the line instead, and an ESC representative will come on the line to assist you.) Or, you may fax the Registration Form to 1-888-633-0372. If the contractor already has an active vendor code and PIN for this system from a previous contract, it is not necessary to be issued another set of numbers. The contractor is required to check all employees through this system regardless of the number of contracts held.

4. Each Contractor is also Responsible for its Subcontractor Personnel

The representative in Item 2 above is responsible for accessing the IVR System for both the employees of the contractor and the employees of the subcontractor(s). However, if the contractor prefers that their subcontractors be authorized and responsible to access this system for their employees, the contractor may request this approval by calling TVA's Labor Relations Staff at (865) 632-7701.

5. <u>Contractors' Access to the Security (IVR) System</u> Dial: 1-800-796-9628 (toll free) or 632-3409 (within TVA phone system) The system is to <u>only</u> be accessed by an authorized representative of the contractor.

Your clearance to access employment suitability information through the IVR system is controlled through both a vendor code and PIN. You must have both numbers to access the system. PIN numbers will be reissued at 6-month intervals. You will be notified by FAX one week prior to your PIN expiration date with a new PIN.

The IVR system will lead you through a series of voice prompts to check clearance on contractor employees. You will be required to enter your vendor code and your PIN to access information regarding employee clearance. If either code is incorrect, you will be denied access to the system.

Once you have entered the correct vendor code and PIN, the system asks you to enter the social security number (SSN) for each employee of the contractor or subcontractor seeking access to TVA property/work sites. Once you enter the SSN, the system will respond according to restrictions or nonrestrictions on the employee and advise you how to proceed. The attached <u>TVA Contractor Worksheet</u> is not a necessary form as it is provided as a worksheet for the contractor for convenience when using the system.

If you have problems with the system or need vendor code or PIN information, you should call the Employee Service Center at 1-888-275-8094.

#### **TVA Has Two Separate Security Units**

TVA has two separate security units (nuclear and nonnuclear). If an individual is denied clearance, you may be directed to contact either unit depending on whether the contract is with a TVA nuclear or nonnuclear organization. If it is necessary to call a security office after your IVR inquiry, only the authorized contractor representative may call:

Nuclear: 423-751-7923 Nonnuclear: 865-632-7703

#### Information to be Furnished to 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):

<u>Nuclear</u> Manager, Nuclear Security 1101 Market St., EB 10B Chattanooga, TN 37402 Nonnuclear Program Manager, Assets Protection 400 West Summit Hill Drive, WT 3D Knoxville, TN 37902-1401

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.

#### 6. Responsibilities of Contractor to Furnish Information to System

#### Nuclear Contractors

For nuclear contractors who are discharged or resign from the contractor or subcontractor while working at a TVA Nuclear site, the contractor 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.

#### Nonnuclear Contractors

For employees who are <u>discharged</u> or <u>resign</u> from the contractor or subcontractor while working at any nonnuclear TVA site, the contractor representative should immediately FAX the attached transmittal titled <u>Contractor Report of Discharges or Resignations</u> to TVA's Personnel Suitability and Clearance office. This will ensure that work restrictions are entered into the system.

# REGISTRATION FORM FOR TVA CONTRACTOR SECURITY SYSTEM

Immediately upon award of contract, to initiate the TVA Contractor Security System requirements and to be assigned a vendor code and personal identification number (PIN) number, this completed form or the information contained on the form must be provided to TVA's Employee Service Center (ESC) at 400 West Summit Hill Drive, WT CP, Knoxville, Tennessee 37902 or the contractor may call the ESC at 1-888-275-8094. (**To short-cut the system:** When the IVR equipment asks its first question, "*If you are calling from a touch-tone phone, press 1,*" do not press 1, but stay on the line instead, and an ESC representative will come on the line to assist you.) Or, fax this form to 1-888-633-0372. If the contractor has an active vendor code and PIN for this system from a previous contract, it is not necessary to be issued another set of numbers; however, the contractor is required to check all employees through this system regardless of the number of their contracts held.

NAME OF CONTRACTOR COMPANY

TVA CONTRACT NUMBER

Name, address, phone, fax, and E-mail address (if established) of contractor representative designated the responsibility to keep the contractor vendor and PIN numbers secure and to administer this security system:

(Contractor Representative Name)

(Contractor Representative Address)

(Contractor Representative Phone Number)

(Contractor Representative Fax Number)

(Contractor Representative E-Mail Address--if established)

<u>NOTE</u>: The contractor representative identified above is responsible to keep these numbers secure and to assign the person employed by the contractor responsible for operating the system. The PIN will be revised every 6 months for security reasons, and the contractor representative listed above will be so notified. TVA will monitor the contractor's frequency of use of this system. SENSITIVE INFORMATION

Date \_\_\_\_\_

# **TVA CONTRACTOR WORKSHEET**

### (To be utilized when clearing contractor employees [or potential employees] that are to have access to TVA worksites)

# To access TVA/Contractor Security System (touch-tone phone required): 1-800-796-9628

or:

### Within TVA Phone System: 632-3409

### Be prepared to provide:

- 1. Vendor Code # \_\_\_\_\_
- 2. Pin #
- 3. Provide the social security number and name of each individual seeking clearance. (The system will provide the other information.)

SSN	Name (optional)	Restricted Until (date) <sup>1</sup>	No Known TVA Restriction	Restricted —Not Eligible	Contact TVA Security <sup>2</sup>

1 Contractor employees eligibility to perform TVA work on site may be subject to satisfactory drug test as determined by TVA.

2 TVA has 2 separate security units (nuclear and nonnuclear). You may be directed to contact either unit, depending on location of work. If it is necessary to call either unit after your interactive voice response inquiry, the authorized representative of the contractor only may call:

For Contractor Use Only:

Nuclear 423-751-7923 Nonnuclear 865-632-7703

**NOTE**: TVA's contractor employee security system does not replace a contractor's practice or obligation to administer their own employment security screening program.

**<u>NOTE</u>**: Individuals ineligible to work at a TVA site or facility may inquire as to their individual status by writing to the appropriate office indicated below (SSN and a <u>current</u> address must be included for a response):

<u>Nuclear</u> Manager, Nuclear Security 1101 Market St., EB 10B Chattanooga, TN 37402 Nonnuclear Program Manager, Assets Protection 400 West Summit Hill Drive, WT 3D Knoxville, TN 37902-1401

# SENSITIVE INFORMATION

# SENSITIVE INFORMATION

# Contractor Report of Discharges or Resignations \* \* For Nonnuclear Contractors Only \* \*

TO: DATE:		PERSONNEL SUIT		ID CLEARANCE			
FA	X #:	(865) 632-4545	PHON	E #: (865) 632-770	3		
FF	ROM:	Company Name:					
		Company Contact N					
		Phone Number:		Fa	x Number:		
			TVA Con	tractor Personnel	Actions		
1.	Name:			SSN:			
	Craft (i	.e., IBEW, Boilermak	ers, etc.):				
	Project	/Site (i.e., Gallatin, C	olbert, etc.):				
	Resign	ation Date:	_ <b>or</b> Disch	narge Date:	Discharge C	ode:	
	Descrit	be Reason for Discha	rge:				
2.	Name:			SSN:			
	Craft (i	.e., IBEW, Boilermak	ers, etc.):				
	Project	/Site (i.e., Gallatin, C	olbert, etc.):				
	Resign	ation Date:	_ or Disch	narge Date:	Discharge C	ode:	
	Descrit	be Reason for Discha	rge:				
3.							
	Craft (i	.e., IBEW, Boilermak	ers, etc.):				
	Project	/Site (i.e., Gallatin, C	olbert, etc.):				
		ation Date: pe Reason for Discha		narge Date:			
	P2 • T1 • V1 •	First positive drug/alcohol tes Second positive drug/alcohol Theft/fraud (provide documen Violence (provide documenta Absenteeism	st M1 test ntation)	RGE CODES (reasons for • Misconduct (includes possession of drugs/a weapons, falsification insubordination, etc.) • Criminal history	sleeping on the job, alcohol/	S1 O1	<ul> <li>Safety violations</li> <li>other (explain)</li> </ul>

# 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, or additions to offices, other buildings, or facilities. Questions regarding application of these exhibits should be directed to your Contract Officer.)

#### Covered Work

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

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

#### Apprenticeship Classifications

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

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

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

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

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

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

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

### Multiple Shifts

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

### **Overtime**

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

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

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

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

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

### Labor Payroll Records

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

#### Weekly Statement of Compliance

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

#### <u>Fees</u>

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

### Fringe Benefits

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

#### Labor Cost Adjustment

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

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

#### **Miscellaneous**

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

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

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

# **Exhibit A - WAGE SCHEDULE**

for Project Agreements and 1851s

#### Effective First Pay Period Beginning After January 1, 2001

<u>Scope of work covered</u>: This document identifies the total wage package 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).

<u>Notice to Employees</u>: 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 (ET 6D), Knoxville, Tennessee 37902-1499, where the matter will be held in confidence.

Asbestos Workers		Bricklayers (continued)	
(Asbestos work includes insulation)		Terrazzo Worker	19.88
Asbestos Abatement Worker	12.05	Tile Setter	19.88
Asbestos Worker	19.21		
Asbestos Worker Foreman	21.13	Pension Fund	1.31 <sup>1</sup>
Asbestos Worker Head Foreman	23.24		
Asbestos Worker Subjourneyman	12.05 <sup>2</sup>	<u>Carpenters</u>	
		Carpenter	17.40
Health and Welfare Fund	3.02 <sup>1</sup>	Carpenter Foreman	19.14
Pension Fund	2.94 <sup>1</sup>	Carpenter Head Foreman	21.05
		Carpenter Trans. Foreman Spec.	22.55
Boilermakers		Carpenter Welder	17.40
Blacksmith/Boilermaker	21.90	Lather (tie-on installation)	17.40
Blacksmith/Boilermaker Welder	21.90	Lather Foreman	19.14
Boilermaker Certified Pressure Welder	22.65 <sup>3</sup>	Millwright	20.00
Boilermaker Assistant Foreman	24.09	Millwright Foreman	22.00
Boilermaker Foreman	24.34	Millwright Head Foreman	24.20
Boilermaker Erector	26.77	Millwright Welder	20.00
Boilermaker Subjourneyman <sup>2</sup> (for wage		Pile Driver	17.65
and fringe rates, see Endnote 10)		Pile Driver Foreman	19.42
Boilermaker Trainee I	15.33	Pile Driver Welder	17.65
Boilermaker Trainee II	17.52	Saw Filer	17.40
		Sawyer	17.40
Health and Welfare Fund	3.80 <sup>1</sup>		
Pension Fund (for each hour paid)	4.00 <sup>1</sup>	Health and Welfare Fund	2.20 <sup>1</sup>
Annuity (for each hour paid)	1.00 <sup>1</sup>	Pension Fund	1.25 <sup>1</sup>
(For apprentice health and welfare, pension,		Electrical Workers	
and annuity, see page 7.)		Cable Splicer	20.48
(For possible application of MOST Program,		Driver-Special Line Equipment	16.61
see Endnote 11.)		Driver-SLE Trainee I	12.96
		Driver-SLE Trainee II	14.12
Bricklayers		Driver-SLE Trainee III	14.95
Bricklayer	20.63	Electrician	20.23
Bricklayer Foreman	22.69	Electrician Foreman	22.25
Bricklayer Head Foreman	24.96	Electrician Head Foreman	24.48
Bricklayer Improver	12.38 <sup>2</sup>	Electrician Welder	20.23
Marble Setter	19.88	Groundman (line crew)	12.93
Stone Mason	20.63	Groundman Driver	13.08

Groundman Foreman

20.23

## Electrical Workers (continued)

Electrical Workers (continued)	
Groundman Maintenance	12.14 <sup>2</sup>
Groundman TraineeA	9.05
Groundman TraineeB	9.70
Lineman	20.23
Lineman Foreman	22.25
Right-of-Way Clearing ForemanSpray	16.18
Substation Construction Foreman	24.48
Transmission Line Construction Fmn.	24.48
	24.40
Health and Welfare Fund	2.75 <sup>1</sup>
	2.75 · 3% of
Pension FundNational	
	ly wage 1
Pension Fund—Local	2.22 <sup>1</sup>
lucu Marling	
Iron Workers	00 54
Iron Worker Head Foreman	22.54
Reinforcing Iron Worker	18.63
Reinforcing Iron Worker Foreman	20.49
Reinforcing Iron Worker	11.18 <sup>2</sup>
Subjourneyman	
Structural Iron Worker	18.63
Structural Iron Worker Foreman	20.49
Structural Iron Worker Sketchman	20.49
Structural Iron Worker Subjourneyman	11.18 <sup>2</sup>
Structural Iron Worker Welder	18.63
Health and Welfare Fund	2.19 <sup>1</sup>
Pension Fund	3.23 <sup>1</sup>
Annuity	.50 <sup>1</sup>
, anony	.00
Laborers	
Asphalt Raker and Smoother	12.59
Cement Gun Nozzleman	13.14
Chuck Tender	12.99
Concrete Placing Foreman	14.67
Construction Laborer	12.59
Deckhand	12.59
Excavation Foreman	
	14.67
Flagman	12.89
Form Stripper Wrecker	12.59
Jackhammer Operator	12.64
Labor Foreman	14.45
Labor Head Foreman	16.14
Laborer (unclassified)	12.44
Mortar Mixer	12.59
Nuclear Plant Laborer	12.59
Powder Foreman	14.67
Powderman	13.34
Power Saw Operator	12.59
Right-of-Way Spray Laborer	12.59
Sewer Foreman	14.45
Substation Yard Laborer	
	12.59
Track Foreman	14.67

Laborers (continued) Track Laborer Tunnel Laborer Tunnel Miner Tunnel Miner Foreman Wagon Drill Operator Watchman	12.59 13.09 13.44 14.78 13.09 12.44
Health and Welfare Fund Pension Fund	1.65 <sup>1</sup> 1.20 <sup>1</sup>
<u>Machinists</u> Bolt Threading Machine Operator Gas and Diesel Mechanic Gas and Diesel Mechanic Foreman Gas and Diesel Mechanic Helper Gas and Diesel Mechanic Helper II Machinist Machinist Foreman Machinist Head Foreman Machinist Utilityman	16.09 21.45 23.60 16.09 18.23 21.45 23.60 25.96 12.87 <sup>2</sup>
Machinist Welder Outside Machinist Outside Machinist Foreman Outside Machinist Welder Outside Machinist Utilityman Health and Welfare Fund	21.45 21.65 23.82 21.65 12.99 2.02 <sup>1</sup>
<b>Operating Engineers</b> <b>Group A Equipment Op.</b> Bulldozer Operator Cage Hoist Operator Central Concrete Mixing Plant Op. Concrete Pump Operator Core Drill Operator Crane Operator <sup>4</sup> Derrick Operator (live boom) Dragline Operator Dredge Operator Equipment Mechanic Equipment Mechanic Welder Euclid Loader Operator Heavy Rotary Drill Operator Marine Pilot Motor Patrol Grader Operator Mucking Machine Operator Pan Scraper Operator Paving Equipment Operator	18.33

Power Shovel Operator Trenching Machine Operator

#### **Operating Engineers (continued) Operator Trainees** 17.58 Central Concrete Mixing Plant Opr. Group B Equipment Op. **Central Compressor Plant Operator** Trainee I 15.73 Chief Filter Plant Operator Trainee II 16.49 Derrick and Dredge Boat Fireman Trainee III 17.58 **Drill Operator** Core Drill Operator Trainee I 16.49 **Elevating Grader Operator** Core Drill Operator Trainee II 17.58 Marine Pilot Trainee I Hoist Operator 16.49 Locomotive Operator Marine Pilot Trainee II 17.58 Marine Engineer Well Point Pump Operator Health and Welfare Fund 2.45<sup>1</sup> 2.35<sup>1</sup> Yard Conductor Pension Fund Group C Equipment Op. 16.49 **Painters** Bituminous Distributor Operator Lead-Based Paint Abatement Worker 15.18 Filter Plant Operator Painter (includes drywall finish & 15.18 Grader Operator glazier work) Painter Foreman Greaser 16.70 Motor Crane Driver and Oiler Painter Head Foreman 18.37 **Mulching Machine Operator** Painter Utilityman 9.21<sup>2</sup> Portable Concrete Mixer Operator Sign Painter 15.18 Road Roller Operator Switchman Health and Welfare Fund 1.90<sup>1</sup> Tractor Operator Pension Fund 2.00<sup>1</sup> Tunnel Motorman Work Boat Operator **Plasterers and Cement Masons** Cement Mason 18.34 Group D Equipment Op. 15.73 Cement Mason Foreman 20.17 **Conveyor Operator** Cement Mason Head Foreman 22.19 Crane Car Operator Cement Mason Improver 11.00<sup>2</sup> **Drill Helper** Plasterer 20.34 Equipment Mechanic Helper Plasterer Foreman 22.37 Fireman Grout Pump Operator Health and Welfare Fund 2.00<sup>1</sup> Loading Machine Operator (Cement Masons only) Oiler **Outboard Motorboat Operator** Roofers Portable Compressor Operator Roofer 17.48 **Pump Operator** Roofer Foreman 19.23 Tractor Operator -- Farm Type Roofer Head Foreman 21.15 **Trenching Machine Helper Roofers Helper** 12.59 Welding Machine Operator Roofer Subjourneyman 10.49<sup>2</sup> Roofer -- Slate and Tile 17.73 Roofer Foreman -- Slate and Tile 19.50 **Equipment Operator Foreman Central Mixing Plant Foreman** 20.16 Roofer -- Slate and Tile Subjourneyman 10.64<sup>2</sup> Core Drill Foreman 20.16 Dredge Mate Health and Welfare Fund 1.40<sup>1</sup> 20.16 **Drill Foreman** Pension Fund .50<sup>1</sup> 19.34 Equipment Foreman 20.16 **Equipment Mechanic Foreman** 20.16 **Sheet Metal Workers** Sheet Metal Worker 19.90 **Greaser Foreman** 18.33 **Operating Engineer Head Foreman** 22.18 Sheet Metal Worker Foreman 21.89 Sheet Metal Worker Head Foreman 24.08

## Sheet Metal Workers (continued)

<u>Sheet wetar workers</u> (continued)	
Sheet Metal Worker Pre-Apprentice	11.94 <sup>2</sup>
Sheet Metal Worker Sketchman	21.89
Sheet Metal Worker Welder	19.90
Health and Welfare Fund	2.52 <sup>1</sup>
Pension Fund	2.62 <sup>1</sup>
SASMI (3% gross payroll including	

base wage, H&W, and Pension)

#### **Steamfitters**

Lead Burner Plumber Plumber Foreman Plumber Sketchman Production Wkr. Steamfitter Subj'man. Steamfitter Steamfitter Foreman	21.95 20.56 22.62 22.62 12.34 <sup>2</sup> 20.56 22.62
Steamfitter Head Foreman Steamfitter Sketchman Steamfitter Welder	24.88 22.62 20.56
Health and Welfare Fund Pension Fund	2.49 <sup>1</sup> 2.85 <sup>1</sup>
Sprinkler-Fitter Sprinkler-Fitter Foreman Sprinkler-Fitter Head Foreman	20.03 22.03 24.23
Health and Welfare Fund Pension Fund	3.35 <sup>1</sup> 3.02 <sup>1</sup>
<u>Teamsters</u>	13.43
Garage Attendant Truck Dispatcher	13.43
Truck Dispatcher	13.43 <sup>5</sup>
Truck Driver II	13.68 <sup>6</sup>
Truck Driver III	13.93 <sup>7</sup>
Truck Foreman	15.32
Truck Head Foreman	16.85
Warehouseman	13.43
Warehouse Foreman	13.98
Health and Welfare Fund	2.80 <sup>1</sup>
Pension Fund	\$85/wk 1
(For each week in which employee receives at least 20 hours' pay.)	

#### <u>Multi-Craft</u>

Diver

26.07 <sup>8</sup>

Depth Premium
0 - 50 ft. No premium
51 - 100 ft. \$1.00 per ft.
101 - 150 ft. \$2.00 per ft.
151 - 200 ft. \$3.00 per ft.
201 - 250 ft. \$4.00 per ft.
251 - 300 ft. \$5.00 per ft.
-

# Torus Diving Premium

\$5.00 per calendar day to diver who makes one or more dives in nuclear torus.

Diver Tender	14.49 <sup>8</sup>
Power House Crane Operator	20.23 <sup>9</sup>
Property Maintenance Worker	13.43 <sup>9</sup>
Property Maintenance Foreman	14.77 <sup>9</sup>

#### **ENDNOTES**

- 1. a. <u>Health and Welfare and Pension Contribution</u> 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 are 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.
     (Exception: For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity <u>only</u> are paid on hours paid. <u>All</u> other fringe benefit contributions are paid on hours worked.)
- 2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised to Boilermaker Subjourneyman 12-97], Bricklayer Improver, Groundman--Maintenance [IBEW], Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, Outside Machinist Utilityman, Painter Utilityman, Cement Mason Improver, Roofer Subjourneyman, Roofer--Slate and Tile Subjourneyman, Sheet Metal Worker Pre-Apprentice, and Production Worker Steamfitter Subjourneyman). <u>These classifications are considered as nonjourneymen</u>, 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.
- 3. Must be certified under ASME Section 9.
- 4. For Crane Operator, the following premiums are paid: A premium of 75 cents per hour above the straight-time rate is paid for all hours when hired to operate the following: (1) cranes with 100 feet of boom, including jib; (2) tower cranes; or (3) ringer cranes.
- 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.
- 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.
- 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.

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

- 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 Boilermaker Subjourneyman classification Health and Welfare and Pension contributions vary depending on when the individual was first hired by any contractor as a subjourneyman. (For a description of subjourneyman, see Endnote 2).

	First Er Prior to <u>11-1-97</u>	nployed After <u>11-1-97</u>
Boilermaker Subjourneyman	\$13.14	\$13.14
Health and Welfare Fund <sup>1</sup>	3.80	3.10
Pension (for each hour paid <sup>1</sup> )	4.00	.25
Annuity (for each hour paid <sup>1</sup> )	1.00	.10

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

### OTHER PAYMENTS

#### For Construction, Maintenance, and Modifications of Transmission Facilities Only

Skilled or semiskilled employees engaged in construction, maintenance, and modifications of transmission facilities, whose temporary work location is changed throughout the work area, are paid a subsistence allowance of \$38 for each night lodging is obtained and occupied when the temporary work location board town is more than 55 map (Rand McNally's Standard Highway Mileage Guide) miles from the city or town of the employee's permanent residence. Employees will be eligible for payment of the subsistence allowance if pay is received for productive work on the day following the night lodging is obtained and occupied, except employees will not be eligible until the temporary work location is changed from the original employment work location and they have reported to the new temporary work location for which the designated board town is more than 55 map miles from the city or town of their permanent residence. 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. In a move between work location board towns, while engaged in this work of transmission facilities, the employee will be paid 26 cents per mile for providing his own transportation.

#### 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.

All crafts (except Boilermaker)

<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:

<u>_</u>		Wage			
		Rate	<u>H&amp;W</u> <sup>1</sup>	Pension <sup>1</sup>	<u>Annuity</u> <sup>1</sup>
1 <sup>st</sup> Period (0-1,000 hrs.)	(75%)	16.43	3.80	.25	1.00
2 <sup>nd</sup> Period	(80%)	17.52	3.80	3.07	1.00
3 <sup>rd</sup> Period	(85%)	18.62	3.80	3.07	1.00
4 <sup>th</sup> Period	(90%)	19.71	3.80	3.07	1.00
5 <sup>th</sup> Period	(95%)	20.81	3.80	3.07	1.00
6 <sup>th</sup> Period	(95%)	20.81	3.80	4.00	1.00

# Exhibit S-1 - WAGE SCHEDULE - Office Supplement

for Project Agreement and 1851

#### Effective First Pay Period Beginning After January 1, 2001

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

<u>Notice to Employees</u>: 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 (ET 6D), Knoxville, Tennessee 37902-1499, where the matter will be held in confidence.

Asbestos Workers		<u>Carpenters</u>	
(Asbestos work includes insulation)		Carpenter	16.56
Asbestos Worker	18.09	Carpenter Foreman	18.22
Asbestos Worker Foreman	19.90	Carpenter Head Foreman	20.04
Asbestos Worker Head Foreman	21.89	Carpenter Welder	16.56
Asbestos Worker Subjourneyman	9.05 <sup>2</sup>	Lather (tie-on installation)	16.56
		Lather Foreman	18.22
Health and Welfare Fund	3.02 <sup>1</sup>	Millwright	19.07
Pension Fund	2.94 <sup>1</sup>	Millwright Foreman	20.98
		Millwright Head Foreman	23.08
<b>Boilermakers</b>		Millwright Welder	19.07
Blacksmith/Boilermaker	20.82	Pile Driver	16.81
Blacksmith/Boilermaker Welder	20.82	Pile Driver Foreman	18.49
Boilermaker Certif'd Pressure Welder	21.57 <sup>3</sup>	Pile Driver Welder	16.81
Boilermaker Asst. Foreman	22.90	Saw Filer	16.56
Boilermaker Foreman	23.15	Sawyer	16.56
Boilermaker Erector	25.47		
Boilermaker Subjourneyman <sup>2</sup> (for wage		Health and Welfare Fund	2.20 <sup>1</sup>
and fringe rates, see Endnote10)		Pension Fund	1.25 <sup>1</sup>
Boilermaker Trainee I	14.57		
Boilermaker Trainee II	16.66	Electrical Workers	
		Cable Splicer	20.48
Health and Welfare Fund	3.80 <sup>1</sup>	Driver-Special Line Equipment	16.61
Pension Fund (for each hour paid)	4.00 <sup>1</sup>	Driver-SLE Trainee I	12.96
Annuity (for each hour paid)	1.00 <sup>1</sup>	Driver-SLE Trainee II	14.12
(Apprentice wage, pension, and health		Driver-SLE Trainee III	14.95
& welfare - see page 7)		Electrician	20.23
		Electrician Foreman	22.25
<b>Bricklayers</b>		Electrician Head Foreman	24.48
Bricklayer	19.65	Electrician Welder	20.23
Bricklayer Foreman	21.62	Groundman (line crew)	12.93
Bricklayer Head Foreman	23.78	Groundman Driver	13.08
Bricklayer Improver	9.83 <sup>2</sup>	Groundman Foreman	20.23
Marble Setter	18.94	Groundman Maintenance	10.12 <sup>2</sup>
Stone Mason	19.65	Groundman TraineeA	9.05
Terrazzo Worker	18.94	Groundman TraineeB	9.70
Tile Setter	18.94	Lineman	20.23
		Lineman Foreman	22.25
Pension Fund	1.31 <sup>1</sup>	Right-of-Way Clearing ForemanSpray	16.18

#### **Electrical Workers** (continued) Health and Welfare Fund 2.75<sup>1</sup> Pension Fund--National 3% of hourly wage 1 2.22<sup>1</sup> Pension Fund--Local **Iron Workers** Iron Worker Head Foreman 21.44 Reinforcing Iron Worker 17.72 **Reinforcing Iron Worker Foreman** 19.49 Reinforcing Iron Wkr. Subjourneyman 8.86<sup>2</sup> Structural Iron Worker 17.72 Structural Iron Worker Foreman 19.49 Structural Iron Worker Sketchman 19.49 Structural Iron Worker Subjourneyman 8.86<sup>2</sup> Structural Iron Worker Welder 17.72 Health and Welfare Fund 2.19<sup>1</sup> Pension Fund 3.23<sup>1</sup> Annuitv .50<sup>1</sup> Laborers Asphalt Raker and Smoother 12.59 Cement Gun Nozzleman 13.14 **Chuck Tender** 12.99 Concrete Placing Foreman 14.67 **Construction Laborer** 12.59 Deckhand 12.69 **Excavation Foreman** 14.67 Flagman 12.89 Form Stripper -- Wrecker 12.59 Jackhammer Operator 12.64 Labor Foreman 14.45 Labor Head Foreman 16.14 12.44 Laborer (unclassified) Mortar Mixer 12.59 Nursery Laborer 12.44 Nursery Laborer Foreman 14.45 Powder Foreman 14.67 Powderman 13.34 Power Saw Operator 12.59 **Right-of-Way Spray Laborer** 12.59 Sewer Foreman 14.45 Substation Yard Laborer 12.59 Track Foreman 14.67 Track Laborer 12.59 Tunnel Laborer 13.09 **Tunnel Miner** 13.44 **Tunnel Miner Foreman** 14.78 Wagon Drill Operator 13.09 Watchman 12.44 Health and Welfare Fund 1.65<sup>1</sup> Pension Fund 1.20<sup>1</sup>

#### <u>Machinists</u>

Bolt Threading Machine Operator	15.29
Gas and Diesel Mechanic Gas and Diesel Mechanic Foreman Gas and Diesel Mechanic Helper Gas and Diesel Mechanic Helper II Machinist	20.38 22.42 15.29 17.32 20.38
Machinist Foreman Machinist Head Foreman Machinist Utilityman Machinist Welder Outside Machinist Outside Machinist Foreman Outside Machinist Welder	22.42 24.66 10.19 <sup>2</sup> 20.38 20.57 22.62 20.57
Health and Welfare Fund	2.02 <sup>1</sup>
Operating Engineers Group A Equipment Op. Bulldozer Operator	17.41
Cage Hoist Operator Central Concrete Mixing Plant Op. Concrete Pump Operator Core Drill Operator Crane Operator <sup>4</sup> Derrick Operator (live boom) Dragline Operator Equipment Mechanic Equipment Mechanic Welder Euclid Loader Operator Heavy Rotary Drill Operator Marine Pilot Motor Patrol Grader Operator Mucking Machine Operator Pan Scraper Operator Paving Equipment Operator Pile Driver Operator Power Shovel Operator Trenching Machine Operator Chief Filter Plant Operator Derrick and Dredge Boat Fireman Drill Operator Elevating Grader Operator Hoist Operator Marine Engineer Well Point Pump Operator Yard Conductor	16.70

Office Supplement (Rev. 2-7-01)

Operating Engineers (continued)		<u>Painters</u> (continued)	
Group C Equipment Op.	15.67	Painter Utilityman	7.20 <sup>2</sup>
Bituminous Distributor Operator		Sign Painter	14.40
Filter Plant Operator		Health and Walfara Fund	1 00 1
Grader Operator Greaser		Health and Welfare Fund Pension Fund	1.90 <sup>1</sup> 2.00 <sup>1</sup>
Motor Crane Driver and Oiler		Pension Fund	2.00
Mulching Machine Operator		Plasterers and Cement Masons	
Portable Concrete Mixer Operator		Cement Mason	17.46
Road Roller Operator		Cement Mason Foreman	19.21
Switchman		Cement Mason Head Foreman	21.13
Tractor Operator		Cement Mason Improver	8.73 <sup>2</sup>
Tunnel Motorman		Plasterer	19.32
Work Boat Operator		Plasterer Foreman	21.26
Group D Equipment Op.	14.94	Health and Welfare Fund	2.00 <sup>1</sup>
Conveyor Operator		(Cement Masons only)	
Crane Car Operator		х, <i>с</i> ,	
Drill Helper		<u>Roofers</u>	
Equipment Mechanic Helper		Roofer	16.67
Fireman		Roofer Foreman	18.34
Grout Pump Operator		Roofer Head Foreman	20.17
Loading Machine Operator		Roofers Helper	12.00
Oiler		Roofer Subjourneyman	8.34 <sup>2</sup>
Outboard Motorboat Operator		Roofer Slate and Tile	16.92
Portable Compressor Operator		Roofer Foreman Slate and Tile	18.61
Pump Operator		Roofer Slate and Tile Subjourneyman	8.46 <sup>2</sup>
Tractor Operator Farm Type		Health and Welfare Fund	1.40 <sup>1</sup>
Trenching Machine Helper Welding Machine Operator		Pension Fund	.50 <sup>1</sup>
		r ension r und	.50
Equipment Operator Foreman		Sheet Metal Workers	
Core Drill Foreman	19.15	Sheet Metal Worker	18.91
Dredge Mate	19.15	Sheet Metal Worker Foreman	20.80
Drill Foreman	18.37	Sheet Metal Worker Head Foreman	22.88
Equipment Foreman	19.15	Sheet Metal Worker Pre-Apprentice	9.46 <sup>2</sup>
Equipment Mechanic Foreman	19.15	Sheet Metal Worker Sketchman	20.80
Greaser Foreman	17.41	Sheet Metal Worker Welder	18.91
Operating Engineer Head Foreman	21.07		
		Health and Welfare Fund	2.52 <sup>1</sup>
Operator Trainees	45.07	Pension Fund	2.62 <sup>1</sup>
Core Drill Operator Trainee I	15.67	SASMI (3% gross payroll including	
Core Drill Operator Trainee II	16.70	base wage, H&W, and Pension)	
Marine Pilot Trainee I Marine Pilot Trainee II	15.67 16.70	Steenslittere	
Marine Pilot Trainee II	10.70	<u>Steamfitters</u> Lead Burner	20.85
Health and Welfare Fund	2.45 <sup>1</sup>	Plumber	20.05 19.53
Pension Fund	2.45 2.35 <sup>1</sup>	Plumber Foreman	21.48
	2.00	Plumber Sketchman	21.40
Painters		Production Wkr. Steamfitter Subj'man.	9.77 <sup>2</sup>
Painter (incl. drywall finish & glazier wk.)	14.40	Steamfitter	19.53
Painter Foreman	15.84	Steamfitter Foreman	21.48
Painter Head Foreman	17.42	Steamfitter Head Foreman	23.63

Steamfitters (continued)	
Steamfitter Sketchman	21.48
Steamfitter Welder	19.53
oleanniller weider	10.00
Health and Welfare Fund	2.49 <sup>1</sup>
Pension Fund	2.85 <sup>1</sup>
	2.00
Sprinkler-Fitter	19.03
Sprinkler-Fitter Foreman	20.93
Sprinkler-Fitter Head Foreman	23.02
Health and Welfare Fund	3.35 <sup>1</sup>
Pension Fund	3.02 <sup>1</sup>
<b>Teamsters</b>	
Garage Attendant	12.70
Truck Dispatcher	13.26
Truck Driver I	12.70 <sup>5</sup>
Truck Driver II	12.94 <sup>6</sup>
Truck Driver III	13.18 <sup>7</sup>
Truck Foreman	14.50
Truck Head Foreman	15.95
Warehouseman	12.70
Warehouse Foreman	13.22
Health and Welfare Fund	2.80 <sup>1</sup>
Pension Fund	\$85/wk 1
(For each week in which employee	
receives at least 20 hours' pay.)	
<u>Multi-Craft</u>	0
Diver	24.77 <sup>8</sup>
Depth Premium	
0 - 50 ft. No premium	
51 - 100 ft. \$1.00 per ft.	
101 - 150 ft. \$2.00 per ft.	
151 - 200 ft. \$3.00 per ft.	
201 - 250 ft. \$4.00 per ft.	
251 - 300 ft. \$5.00 per ft.	
Torus Diving Premium	
\$5.00 per calendar day to diver who	
makes one or more dives in nuclear to	orus.
Diver Tender	13.77 <sup>8</sup>
	13.77 12.70 <sup>9</sup>
Property Maintenance Worker	12.70 13.97 <sup>9</sup>
Property Maintenance Foreman	13.97

#### **ENDNOTES**

- 1. a. <u>Health and Welfare and Pension Contribution</u> 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 are 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.
     (Exception: For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity <u>only</u> are paid on hours paid. <u>All</u> other fringe benefit contributions are paid on hours worked.)
- 2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised to Boilermaker Subjourneyman 12-97], Bricklayer Improver, Groundman--Maintenance [IBEW], Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, 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.
- 3. Must be certified under ASME Section 9.
- 4. For Crane Operator, the following premiums are paid: A premium of 75 cents per hour above the straighttime rate is paid for all hours when hired to operate the following: (1) cranes with 100 feet of boom, including jib; (2) tower cranes; or (3) ringer cranes.
- 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.
- 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.

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

A premium of 30 cents per hour above the Truck Driver III rate is paid while driving a dual-powered, dualcontrol 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 Boilermaker Subjourneyman classification Health and Welfare and Pension contributions vary depending on when the individual was first hired by any contractor as a subjourneyman. (For a description of subjourneyman, see Endnote 2).

	First Employed		
	Prior to Afte		
	<u>11-1-97</u>	<u>11-1-97</u>	
Boilermaker Subjourneyman Health and Welfare Fund <sup>1</sup>	\$12.49	12.49	
	3.80	3.10	
Pension (for each hour paid) <sup>1</sup>	4.00	.25	
Annuity (for each hour paid) <sup>1</sup>	1.00	.10	

#### 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.

All crafts (except Boilermaker)

<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:

		Wage			
		Rate	<u>H&amp;W</u> 1	Pension <sup>1</sup>	<u>Annuity</u> <sup>1</sup>
1 <sup>st</sup> Period (0-1,000 hrs.)	(75%)	15.62	3.80	.25	1.00
2 <sup>nd</sup> Period	(80%)	16.66	3.80	3.07	1.00
3 <sup>rd</sup> Period	(85%)	17.70	3.80	3.07	1.00
4 <sup>th</sup> Period	(90%)	18.74	3.80	3.07	1.00
5 <sup>th</sup> Period	(95%)	19.78	3.80	3.07	1.00
6 <sup>th</sup> Period	(95%)	19.78	3.80	4.00	1.00

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