

GENERAL AGREEMENT

AND SUPPLEMENTARY SCHEDULES

BETWEEN

TENNESSEE VALLEY AUTHORITY

AND THE

**TRADES AND LABOR COUNCIL FOR ANNUAL EMPLOYEES
OF THE TENNESSEE VALLEY AUTHORITY**

**NEGOTIATED AUGUST 6, 1940
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GENERAL AGREEMENT
Between
TENNESSEE VALLEY AUTHORITY
and the
TRADES AND LABOR COUNCIL FOR ANNUAL
EMPLOYEES OF THE TENNESSEE VALLEY AUTHORITY

ARTICLES

I. Parties to Agreement and Signatory Unions

This is an Agreement between the Tennessee Valley Authority and employees of TVA in trades and labor classifications as represented by the unions listed below. These unions, acting through the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority, for employees are recognized as the accredited representatives of these employees.

This Agreement shall apply to all TVA employees in the trades and labor classifications who are members or eligible to be members, or who perform the same type of work as members, in any one of the following organizations comprising the Council:

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

International Brotherhood of Electrical Workers

Laborers' International Union of North America

International Association of Machinists and Aerospace Workers (signed June 10, 1952)

International Union of Operating Engineers

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

The organizations composing the Council for employees recognize that they must clothe their representatives with sufficient authority to negotiate for those it represents and that it necessarily must provide for orderly and expeditious methods of conducting the Council's business with TVA. The organizations composing the Council agree, as the Council under this General Agreement, that the Council has full authority to bind them as individual organizations and collectively as the Council; and that, in all matters under this General Agreement, the Council will act to agree or disagree and that its action in so doing shall be binding on all organizations composing the Council and on all employees represented by the Council.

The Council shall designate an individual who is authorized by it to finally and conclusively bind the Council and each of its constituent organizations in negotiations and all other matters arising under this contract. The Council shall keep TVA informed in writing of the individual so designated.

II. Responsibility for Following Procedures of Agreement

1. The parties recognize that TVA is an agency of, and is accountable for, the government of the United States of America and therefore must operate within the limits of its legal authority and responsibility and cannot surrender the ultimate authority of the United States. TVA and the Council recognize that management and employees are engaged in a program devoted to public service. This recitation recognizes that the TVA Act authorizes the TVA Board to direct the exercise of all the powers of the corporation and requires the Board to appoint such managers, employees, and agents as are necessary for the transaction of TVA business, fix their compensation, define their duties, and provide a system of organization to fix responsibility and promote efficiency. In carrying out the Board's responsibilities under the TVA Act, in Article I of the General Agreement, TVA recognizes the Council as the collective bargaining agent for employees at TVA in trades and labor classifications and agrees to bargain with the Council over every matter covered in this General Agreement.

TVA is not by this General Agreement agreeing to negotiate matters not covered in the General Agreement, including supplementary schedules. (Such matters may be subject to negotiations if mutually agreed to by TVA and the Council.)

TVA and the Council recognize that their relationship is established under Section 3 of the TVA Act, this General Agreement and supplementary schedules, the history of relations between TVA and the Council and not pursuant to any other legislation not specifically applicable to TVA or to any other requirement. The parties agree that the unique foundations of this relationship shall be considered in interpreting this bilateral agreement rather than the principles developed for regulated labor relations arrangements.

2. TVA and the Council recognize that cooperation between management and employees is necessary to accomplish the public purposes for which TVA has been established and that such cooperation rests squarely on mutual understandings arrived at through collective bargaining. Therefore, TVA and the Council hereby agree to set up procedures to determine rates of pay in accordance with Section 3 of the TVA Act, hours of work, adjustment of disputes and grievances, and other working conditions covered by this General Agreement and supplementary schedules and to promote labor-management cooperation.
3. TVA, on behalf of all management representatives, and the Council and its member organizations, on behalf of their members, accept responsibility to follow the procedure set forth in this Agreement for the settlement of all issues and disputes over the provisions of this Agreement. The Council and its member organizations will not permit their members to engage in work stoppages or to refuse to perform work as assigned, nor sanction their leaving the service, pending settlement of issues and disputes. TVA will not change the conditions set forth in this Agreement except by methods provided herein.

III. Selection for Appointment (Union Preference), Promotion, Demotion, Transfer, and Retention

1. The selection of personnel for appointment, promotion, demotion, transfer, and retention in positions within TVA is made on the basis of merit and efficiency as prescribed in the TVA Act and in accordance with other applicable federal laws and regulations. TVA is an equal opportunity employer. In selection for promotion, demotion, transfer, and retention, due regard is given to length of service. No political test or qualification is permitted or given consideration in selection. Appointments to and retention in positions in TVA which may be construed as nepotism are not permitted.
2. Membership in unions party to this Agreement is advantageous to employees and to management, and employees are accordingly encouraged to become and remain members of the appropriate unions. Such membership is a positive factor within the limits permitted by applicable laws and federal regulations in appraising relative merit and efficiency in selection for appointment.
3. Only candidates who are willing to observe the terms of this General Agreement will be selected.
4. Adequate personnel and service records are kept for every employee in order that recorded data may serve as a basis for appraisal of merit and efficiency. Copies of all service review records shall be furnished to the employee and, if requested, to the union representative.
5. It is agreed that TVA will make adequate provisions for the safety and health of employees at their places of employment and will endeavor to place employees in such tasks as fall within the limits of their physical powers.

IV. Determination of Appropriate Bargaining Unit

1. The majority of the employees in any appropriately defined bargaining unit has the right to determine the organization representing that unit. Such organization represents all employees of the unit provided that such representation is through the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority under this General Agreement for the purposes of collective bargaining and labor-management cooperation. Units defined by well-established standards and practice are recognized as appropriate units.
2. If a dispute should arise as to the employees who constitute an appropriate unit or as to who is duly authorized to represent a unit through the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority, the Senior Vice President of Labor Relations or his/her designee shall investigate such dispute and attempt to adjust it on its merits. In the adjustment of the latter type of dispute, the Senior Vice President of Labor Relations or his/her designee shall, if the parties agree in writing, conduct an election to determine the duly authorized representative of the unit. Should the Senior Vice President of Labor Relations or his/her designee be unable to adjust a dispute under this article, either party may invoke the services of an arbitrator secured through the Federal Mediation and

Conciliation Service whose recommendation shall be accepted by all parties to the dispute.

V. Procedure for Additional Unions Becoming Parties to Agreement

Any group of employees in the trades and labor classifications of TVA constituting an appropriate bargaining unit may signify their desire to become a party to this Agreement by making application to the Council and TVA through a national or international union affiliated with the AFL-CIO, provided that a majority of such employees have designated such national or international union as their representative, that such employees signify their intention to conform to the purposes and provisions of this Agreement, and provided further that the Council under this General Agreement accepts such union as a member.

VI. Operating and Maintenance Work

1. The Council understands the extreme importance of keeping operating equipment and units running at all times. The Council also understands that the loss of production and the cost of repairs together create a great loss to TVA. Therefore, the Council will encourage and advise the employees to exhaust every effort, ways, and means to perform work of good quality and quantity. TVA and the Council recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs, or practices shall be permitted to limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools, or labor-saving devices. It is understood that duties of all employees will in no way be affected by craft jurisdiction.
2. The number of employees covered under the General Agreement at any installation or work location will depend on TVA's needs for specific skills as set out in Article I. In staffing, TVA will review the workload to be performed and determine the number of employees in each classification required to accomplish the work. Such review will be made available to unions affiliated with the Council upon request at the Joint Maintenance Committee meeting.
3. TVA will periodically review with the Council the adequacy of maintenance staffing both at existing installations and at new installations. The committee will meet the Monday preceding the first Tuesday of each quarter at 1 p.m. in Knoxville, Tennessee, in an office or meeting room designated by the Senior Vice President of Labor Relations or his/her designee.
4. Initial staffing decisions are determined based on the craft having jurisdiction recognizing a separation between electrical and mechanical. After staffing an installation or job, TVA shall assign the work to those employees who in its judgment are qualified to safely and efficiently perform the work. Traditional craft jurisdictional lines may not be observed, and employees may be trained in, assigned, and will perform cross-craft work.
5. For the three mechanical crafts, i.e., the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; the International Association of Machinists and Aerospace Workers; and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, the ratios established in accordance

with the Agreement Between Tennessee Valley Authority and the Trades and

Article VI. (continued)

Labor Council for Annual Employees of the Tennessee Valley Authority Regarding Ratio Representation for the Three Mechanical Crafts shall apply. Such ratios are to be achieved through newly hired employees.

6. Employees in Schedules B and D, and Schedules B and C, may be used on an interchangeable basis to stabilize the work force in order to avoid loss of productivity and interruption of employment. In doing so, management shall assign work which is within the employee's skill level to safely and efficiently perform. It is agreed that in staffing, both operating and maintenance shall be staffed to meet the operating requirements of the plant.
7. TVA and the Council agree that there shall be a standing Joint Maintenance Committee composed of an equal number of members representing the Council and TVA, appointed by the Council Administrator and the Senior Vice President of Labor Relations or his/her designee, respectively. All questions concerning this article shall be referred to this committee for consideration.

In the event the committee cannot arrive at a decision, the questions may be referred by either committee cochairperson to the Senior Vice President of Labor Relations or his/her designee and the Administrator of the Council. In the event they are unable to agree, it may be submitted to an impartial referee.

VII. Grievance Adjustment Procedure

The procedure for adjusting grievances shall provide employees with full opportunity for the presentation of his/her grievance and for the participation of union representatives. Provision shall also be made for appeal from the final decision of TVA to an impartial referee.

VIII. Determination of Wage Rates and Classification Matters

1. In accordance with provisions of the TVA Act, TVA shall pay its trades and labor employees the prevailing rates of pay for work of a similar nature in the vicinity, with due regard to those rates which are established through collective bargaining by representatives of employers and employees. If there is a dispute as to what is the prevailing rate for a class of positions after the conclusion of the negotiation process described in Supplementary Schedule B-II, the question shall be referred to the Secretary of Labor whose decision is final.
2. Schedules of rates of pay remain in force until revised but are not open for revision more often than once each year except for changes in classifications required by changes in duties and responsibilities.
3. The Council does not intend to restrict TVA from becoming a leader in classifications; TVA is not required to follow its past practice and may change or exceed industry standards in classifications. A continuing Joint Classification Committee handles matters relating to the classification of trades and labor positions. The committee considers and decides matters involving basic classification and related qualification standards affecting trades and labor

Article VIII. (continued)

positions. Actions taken by the committee are final on approval of the Senior_Vice President of Labor Relations or his/her designee and the Administrator of the Council.

IX. Contracts for TVA Work

Where TVA enters into contracts for the performance of work which requires the employment of laborers and mechanics in the construction, alteration, maintenance, or repair of buildings, dams, locks, or other projects, such contracts shall contain a provision that not less than prevailing rates of pay for work of a similar nature prevailing in the vicinity shall be paid to such employees of the contractor, which rates shall not be less than the rates paid by TVA to its employees doing similar work. Each contract in excess of \$250,000 for the construction, alteration, maintenance, or repair of a TVA project (as such terms are used in Section 3 of the TVA Act) which requires the use of classifications covered by the General Agreement will contain a provision requiring the contractor to meet with the Council prior to beginning work for the purpose of familiarizing itself with Valley labor conditions, jurisdictions, and the standards and conditions under which TVA trades and labor employees work at the project site. The Council shall meet with the contractor promptly with due regard to project schedule. If a contractor, with a contract less than \$250,000, is signatory to a local union agreement, that contractor will abide by the provisions of that agreement.

An exception to this provision will be certain contracts such as those which require specialized knowledge and skills, in which case the contracting officer may waive this provision after notification to the Administrator of the Council.

X. Union-Management Cooperative Program

1. TVA and the Council, having recognized that cooperation between management and employees is indispensable to the accomplishment of the purposes for which TVA has been established, maintain and support a Central Joint Cooperative Committee and local joint cooperative committees as an effective means by which to foster such cooperation.
2. These cooperative committees give consideration to such matters as the elimination of waste; the conservation of materials, supplies, and energy; the improvement of quality of workmanship and services; the promotion of education and training; the correction of conditions making for misunderstandings; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; and the strengthening of the morale of the service. The committees shall, however, not consider and act upon subjects or disputes the adjustment of which is provided for by Articles VI, VII, and VIII of this Agreement.

XI. Joint Training Programs

1. The Council does not intend to restrict TVA from becoming a leader in training; TVA is not required to follow its past practice and may change or exceed industry standards in training.
2. Minimum qualification standards for entering training programs are determined by TVA. Before implementing any changes in minimum qualification standards for a position, TVA will inform the Council of such changes.
3. Training programs which are designed to provide a means of qualifying for placement or promotion in trades and labor classifications will be planned and administered jointly. If the appropriate union(s) wishes to participate, a joint training committee composed of representatives from the union(s) and TVA shall be formed to plan and administer the training program. The joint training committee may delegate responsibilities to subcommittees when this is helpful in securing efficient administration of the training program.
4. TVA may train annual trades and labor employees for cross-craft multiple skills and other training. TVA determines curriculum for such training.
5. All books and materials required for apprentice or training programs will be furnished by TVA.

XII. Leave Privileges

Annual employees are granted vacation and sick leave in accordance with applicable federal laws and regulations.

XIII. Retirement System for Annual Employees

Annual employees who are eligible shall be members of the TVA Retirement System. Such membership and the benefits thereof are governed by the rules and regulations of the system.

XIV. Procedure for Revising Contract Language

1. Rates of pay, hours of work, other working conditions, and other negotiated understandings established under this Agreement shall be in the form of supplementary schedules attached hereto. Such schedules relating to matters other than the determination of rates of pay may be amended in joint conference called upon 30 days' notice of either party by the other after they have been in effect for one year. If, however, agreement in such joint conference is not reached, either party may invoke the services of a mediator. The mediator shall be the joint selection of both parties from a panel of five suitable persons previously agreed to by the Council and TVA. The compensation and expenses of such mediator shall be borne jointly by TVA and the Council. A mediator so selected shall use his/her best efforts by mediation to bring the parties to an agreement. If such efforts to bring about an amicable settlement through mediation are unsuccessful, the said mediator shall at once endeavor to induce the Council and TVA to submit his/her controversy to arbitration.

Article XIV. (continued)

2. If arbitration is agreed to, the parties shall each appoint an arbitrator, and the third arbitrator shall be designated by the mediator. The decision of a majority of said arbitrators shall be final and binding on both parties. The expenses of arbitration shall be borne equally by TVA and the Council. If arbitration, after being proposed by the mediator or by either party, is not accepted within ten days, the mediator shall notify both the Council and TVA to that effect, and no modification or termination of any provision of any of these schedules shall be made by either party for a period of 30 days from expiration of said ten-day period.

XV. Signatures Making Agreement Effective

1. This Agreement became fully binding upon TVA, the Council for employees, the separate member unions of the Council, and the employees individually and collectively, when signed by the respective presidents of the international organizations listed in Article I of this Agreement and TVA. This revision of the Agreement shall continue in effect for one year and shall be self-renewed thereafter, except that after one year it may be reopened at any time by TVA or by the Council in joint conference called upon 90 days' notice of either party to the other.
2. The presidents of the international unions listed in Article I hereof approved the original Agreement effective August 6, 1940, except as otherwise indicated. The Trades and Labor Council for Annual Employees of the Tennessee Valley Authority is thereby vested with authority to make said Agreement with TVA and to make revisions in the Agreement. In consideration of this fact, the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority hereby consummates this revised Agreement with TVA by the following signatures:

By: <i>original signed by</i> 11/3/00		By: <i>original</i>	<i>signed</i>	<i>by</i>
_____ William R. Elrod (Dated) International Representative - CD International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers		_____ Carl (Dated) International Vice President, Tenth District International Brotherhood of Electrical Workers		Lansden

By: <i>original signed by</i> 11/3/00		By: <i>original</i>	<i>signed</i>	<i>by</i>
_____ Stephen E. Farner (Dated) International Representative Laborers' International Union of North America		_____ W. Edward Pierce (Dated) Grand Lodge Representative International Association of Machinists and Aerospace Workers		

Article XV. (continued)

By: *original signed by*
11/3/00

Steve C. Stutts
(Dated)
International Representative, Region No. 4
International Union of Operating Engineers

By: *original signed by*
11/3/00

Charles F. Ashley
(Dated)
International Representative
United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States and
Canada

By: *original signed by*
11/3/00

James D. Pullin
(Dated)
Administrator
Trades and Labor Council for Annual
Employees of the Tennessee Valley
Authority

By: *original signed by*
11/3/00

John E. Long, Jr.
(Dated)
Executive Vice President
Human Resources
Tennessee Valley Authority

original signed by
11/3/00

Peyton T. Hairston, Jr. (Dated)
Senior Vice President
Labor Relations
Tennessee Valley Authority

By: *original signed by*
11/3/00

Joseph R. Bynum
(Dated)
Executive Vice President
Fossil Power
Tennessee Valley Authority

original signed by
11/3/00

John A. Scalice
(Dated)
Executive Vice President and
Chief Nuclear Officer
Tennessee Valley Authority

By: *original signed by*
11/3/00

W. Terry Boston
(Dated)
Executive Vice President
Transmission & Power Supply
Tennessee Valley Authority

original signed by
11/3/00

Kathryn J. Jackson
(Dated)
Executive Vice President
River System Operations & Environment
Tennessee Valley Authority

By: *original signed by*
11/3/00

Norman A. Zigrossi
(Dated)
Executive Vice President
Administration
Tennessee Valley Authority

SUPPLEMENTARY SCHEDULES

Relating to Hours of Service and Working Conditions for Annual Employees

B-I. Wage Schedules and Classification of Trades and Labor Positions

A. Definition of Wage Schedules

1. Three separate wage schedules are established for annual work: Schedule B; Schedule C, which includes regular operating work in chemical operations; and Schedule D, which includes regular operating work in power operations.
2. Positions are assigned to classes in Schedule B on the basis of established classification standards. Where such standards are not clearly defined, positions are classified on the basis of comparable duties and responsibilities and related qualification requirements. Regular operating positions are classified according to the classification plans for Schedules C and D as adopted by the Joint Classification Committee.
3. Foreman classifications are used for those who directly supervise crews of workmen which may include employees in several classifications and cross-craft, multiple skill classifications. Employees in the foreman classifications perform work with their tools as determined by TVA to be advisable.

B. Joint Classification Committee

1. A continuing Joint Classification Committee handles matters relating to the classification of trades and labor positions. The committee is composed of six representatives of the Council, appointed by the Administrator of the Council, and six representatives of TVA, appointed by the Senior Vice President of Labor Relations. The committee selects its own secretary and establishes its own procedures. TVA and the Council appoint their own cochairpersons.
2. The secretary is responsible for maintaining all records of the committee, informing the committee members of the time and place of meetings, preparing agenda for each meeting, and submitting a report of each meeting of the committee to the Administrator of the Council and the Senior Vice President of Labor Relations. The cochairperson may appoint special subcommittees to deal with classification problems with respect to any of the wage schedules.
3. The functions of the committee include:
 - a. Approval of requested classification changes in the wage schedules, such as establishment or elimination of classes, changes in titles, and in relative level of a class.

B-I. Wage Schedules and Classification of Trades and Labor Positions (continued)

- b. Maintenance of the classification plans for Schedules C and D involving approving the assignment of classes to grades and selecting representative classes for use in the wage survey.
 - c. Responsibility for the development and maintenance of any additional plans applicable to other schedules or designated series of positions.
 - d. Approval of qualification and classification standards for trades and labor jobs and of the principles and procedures involved in the application of these standards. (For exception, see 4-e below.)
 - e. Resolution of problems concerning the clarification or definition of the duties and responsibilities of trades and labor classes.
4. The functions described above shall not include the following:
- a. The application of scheduled classes to individual positions. This function is administrative and is handled through the machinery established for this purpose.
 - b. Changes in wage level of existing classes based on prevailing wage considerations. Such changes are handled in the annual wage conference.
 - c. Grievances concerning classification matters. Such grievances are handled through the regular grievance procedure.
 - d. Classification questions involving training programs. These are referred to the appropriate training committee.
 - e. Minimum qualification standards for entering training programs. These are determined by TVA.
5. The committee meets each year on the third Thursday in August if needed, and/or at other times within 30 days of the call by TVA or the Council. The secretary informs TVA and the Council of a scheduled meeting five weeks before the meeting. All requests for consideration by the committee are submitted to the secretary in writing three weeks before the meeting.
6. Conflicting requests submitted by TVA or the Council are returned to the Senior Vice President of Labor Relations or to the Administrator of the Council, respectively.
7. The committee hears TVA's and the Council's position concerning each request. After hearing such positions, the committee meets in executive session and prepares its report. The report is binding upon TVA and the Council after it has been approved by the Senior Vice President of Labor Relations and the Administrator of the Council.

B-I. Wage Schedules and Classification of Trades and Labor Positions (continued)

8. In the event the matter is not resolved in committee, TVA or the Council may present the matter, accompanied by a complete statement of the proceedings of the committee with respect to the request, to the Senior Vice President of Labor Relations and the Administrator of the Council for resolution.
9. If the parties cannot agree as hereinbefore set out, TVA may make changes in existing classifications and/or add new classifications. Wage rates for such classifications shall be determined in accordance with Article VIII of this Agreement, provided that a disputed wage rate shall not preclude TVA from making such classification changes. A disagreement over changes or additions in classifications may be appealed directly to arbitration using the arbitration process described in the grievance adjustment procedure.

C. Use of Dual Classifications

1. Use of dual classifications is contrary to the principles of the unions comprising the Council. However, when it is desired to use qualified employees for work involving more than one classification because their work frequently changes from one classification to the other, dual classifications may be used. Whenever the classifications fall under the jurisdiction of more than one union, use of dual classifications may be approved by Labor Relations after clearance with the Council representatives of the unions involved. When both classifications are under the jurisdiction of one union, dual classifications may be used after clearance with the Council representative.
2. Use of dual classifications to cover periods of substitution for foremen by journeymen has been agreed to by the Council and TVA.
3. Ordinarily, it is necessary to designate only one rated journeyman-foreman in a crew. In the event it becomes necessary to appoint additional journeymen to serve in such capacity, the dual classifications are made on a specifically limited basis and are canceled as soon as the need for the services of additional foremen is satisfied.

D. Pay for Employees on Dual Classifications

1. Employees on dual classifications are paid for work performed during scheduled hours and for overtime work at the rate applicable to the classification in which such work is performed.
2. An employee who, on instruction of the supervisor in charge, substitutes for a foreman is paid the foreman rate for all time he/she serves as foreman.
3. Except as specified otherwise in this section, a dual journeyman-foreman is treated as a journeyman. He/She receives the foreman rate for actual time of substitution and for any authorized holidays occurring within the period of substitution. The journeyman's work schedule rather than the foreman's work

schedule determines which days of substitution are overtime days. Annual

B-I. Wage Schedules and Classification of Trades and Labor Positions (continued)

leave and sick leave taken during the substitution period are calculated at the journeyman rate. If the employee is terminated or resigns during the substitution period, the dual journeyman-foreman classification is shown on the employee's termination. However, lump-sum payment of accumulated annual leave is calculated at the journeyman rate.

B-II. Wage Determination

A. Procedure for Initiating Wage Conference

Either TVA or the Council may notify the other party before August 15 of any given year that preliminary conference is desired prior to the first Monday in September. At such conference, the need for a wage conference to consider requests for revisions in wage rates will be determined and, if such is deemed necessary, it will be called for the following month of November or December. The Council member may invite local union representatives to the wage conference.

B. Procedure for Handling Wage Requests in Wage Conference

1. The Senior Vice President of Labor Relations of TVA and the Administrator of the Council shall act as cochairpersons of the wage conference for the purpose of handling the work of the conference. A member of Labor Relations of TVA and a Council-designated representative shall act as cosecretaries of the conference to keep proper records of the proceedings.
2. The cochairpersons shall appoint any joint committees hereinafter provided for or agreed upon during the wage conference.
3. The wage conference will attempt joint agreement to dispose of all requests for revisions in wage rates.
4. Any wage requests requiring revisions of, additions to, or elimination of existing classifications which must be decided prior to dealing with a question of prevailing rates shall be referred to the Joint Classification Committee.
5. All requests by unions for revisions in basic rates of pay shall be filed with the Administrator of the Council for transmittal to TVA on or before an agreed-upon date in October. Such requests shall be filed on a form provided by TVA or by the Administrator of the Council. This form shall (a) state the requests, (b) record in exhibit form the prevailing wage data offered in support of the request, and (c) state any argument clarifying or interpreting the prevailing wage data exhibits.
6. The wage conference will not consider any grievance arising out of the interpretation of this Agreement.
7. The cochairpersons of the conference will review requests filed with the cosecretaries and arrange a docket of such requests for the wage conference or for any appropriate joint committees. The cochairpersons may by joint agreement decline to docket any request which they decide is not appropriate or not filed within the time limit provided. However, the wage conference may, upon appeal, overrule such decision of the cochairpersons.
8. TVA will determine in its judgment companies, facilities, and projects necessary to obtain wage data required to establish prevailing rates in accord with the TVA Act. Prior to conducting the wage survey, TVA will meet with

B-II. Wage Determination (continued)

the Council when holding the meeting to determine the need for a wage conference to discuss the survey and will consider any comments or suggestions the Council has concerning the survey. If a common survey list does not result from the meeting, each side is free to survey as it deems appropriate. TVA and the Council will meet prior to the wage conference to discuss the survey results. If at the conclusion of a wage conference the Council does not accept the final offer for any rate of pay, the dispute can be appealed in accord with the TVA Act to the Secretary of Labor, including the appropriateness of the survey for such rate.

9. The cochairpersons of the wage conference shall arrange for general negotiating sessions to expedite the work of the conference.
10. No report of any joint committee of the wage conference shall become binding upon TVA or the Council until it has been agreed upon by both parties.
11. When the wage conference reaches an agreement resulting in revisions of existing rates of pay, the new supplemental wage schedules shall be submitted to the TVA Board of Directors for approval. When so approved, the new schedules will become effective with the beginning of the payroll period nearest January 1.
12. If, upon conclusion of any wage conference, any affiliated union does not agree to the proposed rate of pay for any class or classes of work, the Council may appeal the dispute to the Secretary of Labor in accordance with Article VIII of this Agreement within 30 days of the termination of the wage conference.

C. Definition of "Vicinity," "Work of a Similar Nature," and Use of TVA Wage Rates

1. It is agreed that the term "vicinity," as used in Section 3 of the TVA Act and Article VIII of this Agreement, is interpreted to include the areas described below in paragraph a for Wage Schedules B and D; and the area described below in paragraph b for Wage Schedule C.
 - a. The area south of the northern boundaries of Kentucky and Virginia, south of the southern boundary of Missouri, and east of the western boundaries of Arkansas and Louisiana.
 - b. The area within the following boundaries: a line drawn from Birmingham to Atlanta, a line from Atlanta tangent to the eastern boundary of the watershed, the watershed boundary to the northeastern tip of the watershed, a line from the northeastern tip of the watershed to Louisville, the Ohio and Mississippi Rivers from Louisville to Memphis, the boundary of the power service area from Memphis to the southeastern tip of that area, and a line from the southeastern tip of the power service area to Birmingham.

B-II. Wage Determination (continued)

2. It is agreed that the term "work of a similar nature" as used in Section 3 of the TVA Act and Article VIII of this Agreement is interpreted for the portion of the vicinity described in paragraph 1-a above that is not included in the area described in paragraph 1-b to include only work performed at utilities engaged in both fossil and nuclear power generation.
3. On all work performed by TVA in the vicinity, as defined above, the TVA wage schedule will apply.
4. On work performed by TVA outside the vicinity, as defined above, the TVA wage schedule or the rates prevailing in the locality of such work, if higher, will apply except that, should either party believe the use of such schedule or rates is not appropriate for such work, the rates to be used will be subject to negotiation.

D. Wage Schedules

The negotiated Wage Schedules B, C, and D are a part of this Agreement.

Copies of these schedules may be obtained from TVA or the Council.

B-III. Filling Vacant Annual Positions

Trainee or apprentice positions are filled consistent with the provisions of Article III and as outlined in joint training or apprentice plans.

A. Filling Positions Represented by the Boilermakers, Laborers, Steamfitters, and Operating Engineers

Vacant craft or journeyman positions are filled by employees graduating from joint training or apprentice programs, by employees who are disabled, by appointment, or as otherwise agreed upon by the affected union and TVA.

1. Placement of Trainees or Apprentices

- a. Vacant craft positions are normally filled by employees graduating from joint training or apprenticeship programs at the location.
- b. TVA may fill vacant positions with qualified employees who cannot perform the full duties of their position because of permanent partial disability.

2. Appointment to Craft Positions

a. Referral for Selection

TVA recognizes that the Council unions are a source of referral candidates and shall notify the appropriate union when applicants are required. The union shall refer to TVA a slate of applicants for each position to be filled within five days of TVA's request.

In cases of positions requiring special skills or qualifications, TVA will notify the union of the qualifications or skills required, and the union may refer any qualified applicant.

TVA may request and shall be referred craftsmen who have currently active task qualifications or plant clearances as required.

b. Selection

TVA selects from among applicants and shall be the sole judge of all applicants' qualifications. An applicant may be required to satisfactorily demonstrate his/her aptitude and ability to perform the job through examination or test.

Selection of candidates for appointment is made from well-qualified people within the commuting area of the job if available. Applicable federal laws and regulations such as the veterans preference laws are applied as appropriate. Membership in a union affiliated with the Council is a positive factor of merit and efficiency which is considered in determining relative qualifications for appointment.

B-III. Filling Vacant Annual Positions (continued)

3. Transfer and Other Ways of Filling Craft Positions

TVA and the affected Council union may mutually agree to fill craft or journeyman positions in some other way in order to meet the needs of the service. This includes, but is not limited to, the transfer of an employee to alleviate a hardship situation or to meet unique job requirements; or posting an announcement of vacant position in unusual circumstances.

4. Probationary Period

A probationary employee is one hired with a view to filling a regular position and one who, before being advanced to the status of regular employee, must serve for a period of six months during which his/her qualifications for the work can be determined. The right to release employees within six months of their employment shall be vested exclusively in TVA without regard to any other provision of this Agreement. TVA shall have the right to exercise its own judgment during this period as to fitness for retention as an employee.

Such employees, however, are covered by the provisions of this Agreement and have the right to have grievances or differences taken up with TVA as provided herein, except on matters pertaining to their retention as employees.

Exception: Apprentices or trainees are exempt from this provision. They fall under the criteria outlined in the appropriate joint training plan.

5. Qualification, Selection, and Work of Foremen and Certain Technicians

- a. Management determines when foremen; Fossil Power Maintenance Lead Technicians V; Senior Nuclear Maintenance Technicians V; Hydro Plant Technicians IV and Lead Technicians V; and Yard Operations Lead Technicians V are required, establishes and reviews qualifications, and makes selections. Management recognizes the desirability of using a sufficient number of foremen and supervisors to provide adequate supervision and to assure safety, efficiency, good practice, and the best interests of employees.
- b. Foremen; Fossil Power Maintenance Lead Technicians V; Senior Nuclear Maintenance Technicians V; Hydro Plant Technicians IV and Lead Technicians V; and Yard Operations Lead Technicians V supervise, lead, and/or direct employees of varying skills and may be required to work with their tools.
- c. Employees who perform supervisory duties, and in the performance of these duties represent management, are free to function as supervisors and are not subject to union discipline for their performance of these duties.

B-III. Filling Vacant Annual Positions (continued)

B. Filling Positions Represented by the International Brotherhood of Electrical Workers and Machinists

Vacant positions are filled by reassignment, transfer, promotion of present employees, or by appointment.

1. Filling Positions by Transfer from Surplus by Reassignment

A position may be filled by a directed transfer (either voluntarily or involuntarily) of an annual employee in the same classification from any official station in the same competitive area at which there is a surplus of employees in that classification (see B-III:C for definition of competitive area) or by reassignment in a reduction in force (B-VI:C).

- a. Employees in the classification at the surplus location are asked whether they wish to transfer to the position. Among those who wish to transfer, preference is given in accordance with length of TVA service. If no eligible employee wishes to transfer, an employee is directed to transfer. In an involuntary directed transfer, those with longest TVA service have preference for retention at their present location. In an involuntary directed transfer, a steward is retained at his/her official station as long as there is work in his/her classification for which he/she is qualified.
- b. If management believes the needs of the service cannot be met by the procedures set forth above in paragraph a and deems it necessary for any reason to transfer an employee not in accord with the above provisions, the supervisor discusses with the employee affected and his/her union representative the facts pertaining to the transfer and, if requested, states the facts in writing. The employee or his/her union representative may appeal such action through established channels.
- c. Employees selected for transfer from one location to another are given the maximum amount of notice possible before the effective date of the transfer. This notice, which is given in writing, is not less than 15 days before the effective date unless conditions beyond the control of TVA require shorter notice.
- d. If the employee protests an involuntary transfer within three days of receiving notice, he/she is continued on his/her present job until his/her protest has been heard and his/her case decided, provided that, if the employee is at a location where a surplus of employees exists in his/her classification and his/her case has not been decided within 30 days, he/she may be suspended until his/her case is decided. If, as a result of appeal an employee's protest is upheld, the employee continues at his/her present location; if it is not upheld, the employee either transfers immediately or resigns. If an employee neither agrees to transfer nor files a protest within the three-day period, his/her employment is terminated.

B-III. Filling Vacant Annual Positions (continued)

2. Filling Positions Through Announcement of Vacancies

- a. If a vacant position is not filled by transfer from a surplus location or by reassignment, it shall be filled by use of a vacancy announcement to qualified employees in the competitive area (see B-III:C for definition of competitive area). TVA will notify the appropriate union if it does not plan to fill a vacant position.

Announcement of vacant positions is not required if (1) the position is filled by an employee graduating from a joint training program, or SGPO, or Senior Instrument Mechanic training program, or other training program who has not been previously placed; (2) the vacant position is being filled by an employee who cannot perform the full duties of his/her present position because of permanent partial disability; or (3) agreed upon by the affected union and TVA.

- b. Posting Announcement and Closing Date

The announcement is posted on TVA bulletin boards where qualified employees in the competitive area are located and a copy sent to the international representative of the appropriate union.

The closing date for receipt of applications is not less than 20 calendar days after the date of the issue of the announcement. TVA will notify the Council when a vacancy announcement is withdrawn. Exception: No withdrawal notice is required when an announcement expires after being posted 120 days.

If the position is not filled and there is no outstanding offer within 120 days of the closing date for applications, the vacancy will be announced again before a selection is made. An employee who has accepted promotion to a position and cannot be released from the present position will be promoted at the end of two pay periods following his/her acceptance. TVA will endeavor to effect transfers in an expeditious manner.

- c. Employees Who Are Eligible for Consideration

Employees eligible for consideration are those who are qualified and who make application for the position before the closing date of the announcement, except as follows:

- (1) An employee may not be considered if he/she has accepted an offer of transfer or promotion to a position in the same class and is awaiting placement in the position.
- (2) An employee may not be considered if he/she has changed official stations in a voluntary transfer without change of classification from either a surplus or nonsurplus location or has been promoted or appointed to a position at the same classification as the announced position within one year before the closing date of the announcement.

B-III. Filling Vacant Annual Positions (continued)

- (3) Applications from student generating plant operators and joint training programs in their last period of training are considered as expressions of interest only. Their placement is handled in accordance with procedures for placement on completion of training requirements.

Persons on reemployment lists are considered in accordance with B-VI:C-4 whether or not they apply.

To be considered for a position for which requirements are established under the provisions of the training plan for operators, an applicant must be accredited for that position as specified in the training plan. Foremen vacancies, when announced under provisions of this schedule, are filled under provisions of Supplementary Schedule B-III:B-3 below.

d. How Selections Are Made

- (1) Insofar as the needs of the service can be met, positions are filled by qualified annual employees in the classification and competitive area of the position being filled, giving preference in accordance with length of TVA service.
- (2) If no application is received from a qualified annual employee in the classification and in the competitive area, persons on reemployment lists are accorded reemployment preference as provided in Supplementary Schedule B-VI:C-4 whether or not they have applied.
- (3) If the position is not filled under 1 or 2 above, other eligible trades and labor annual employees in the competitive area who are well qualified for the position may be selected on the basis of relative qualifications for the position to be filled. Among employees who have approximately equal qualifications for promotion, those with the greatest length of service in comparable work in TVA since their last employment date are selected for promotion.
- (4) If eligible well-qualified annual trades and labor employees are not available within the competitive area, selection may be made from among well-qualified annual trades and labor TVA employees in other competitive areas. The basis for selection is the same as in B-III:B-2,d(3) above.
- (5) TVA recognizes that the Council unions are a source for referral of candidates. If a position cannot be filled under 1 through 4 above, then TVA shall notify the appropriate union when applicants are required. Selection of candidates for appointment is made from well-qualified people within the commuting area of the job if available. Applicable federal laws and regulations such as the veterans preference laws are applied as appropriate. Membership in a union

B-III. Filling Vacant Annual Positions (continued)

affiliated with the Council is a positive factor of merit and efficiency which is considered in determining relative qualifications for appointment. The union shall refer to TVA within five days a slate of applicants for each position to be filled.

- (6) If the position cannot be filled as specified above, then well-qualified employees elsewhere in TVA who have requested consideration for positions of the type and geographic location being filled will be considered. The basis for selection is the same as in B-III:B-2,d(3) above.

e. Probationary Period

A probationary employee is one hired with a view to filling a regular position and one who, before being advanced to the status of regular employee, must serve for a period of six months during which his/her total performance can be determined. The right to release employees within six months of their employment shall be vested exclusively in TVA without regard to any other provision of this Agreement. TVA shall have the right to exercise its own judgment during this period as to fitness for retention as an employee.

Such employees, however, are covered by the provisions of this Agreement and have the right to have grievances or differences taken up with TVA as provided herein except on matters pertaining to their retention as employees.

Exception: Apprentices or trainees are exempt from this provision. They fall under the criteria outlined in the appropriate joint training plan.

Appointments to other than permanent or prepermanent tenure will be used only for seasonal work and work funded for a limited duration. In competitive areas where other than permanent appointments are used, the probationary period provisions listed above shall not apply.

3. Qualification, Selection, and Work of Foremen and Certain Technicians

- a. Management determines when foremen; Fossil Power Maintenance Lead Technicians V; Senior Nuclear Maintenance Technicians V; Hydro Plant Technicians IV and Lead Technicians V; and Yard Operations Lead Technicians V are required, establishes and reviews qualifications, and makes selections. Management recognizes the desirability of using a sufficient number of foremen and supervisors to provide adequate supervision and to assure safety, efficiency, good practice, and the best interests of employees.
- b. Foremen; Fossil Power Maintenance Lead Technicians V; Senior Nuclear Maintenance Technicians V; Hydro Plant Technicians IV and Lead Technicians V; and Yard Operations Lead Technicians V supervise, lead,

and/or direct employees of varying skills and may be required to work with their tools.

B-III. Filling Vacant Annual Positions (continued)

- c. Employees who perform supervisory duties, and in the performance of these duties represent management, are free to function as supervisors and are not subject to union discipline for their performance of these duties.
- d. Foreman vacancies may be announced to employees as provided in Supplementary Schedule B-III:B-2.

C. Definition of Competitive Area

- 1. Boilermakers, Laborers, Operating Engineers, and Steamfitters are site specific.
- 2. Electrical Workers and Machinists are as follows:

River System Operations & Environment

- Environmental Research & Technology Applications
- System Engineering

Transmission/Power Supply

- Electric System Projects
- Transmission Operations & Maintenance

Administration

- Facilities & Realty Management
- Information Services

TVA Nuclear

Fossil Power Group

- Fossil Operations and River Operations
- Maintenance & Testing Services
 - Power Service Shops
 - Plant Turbine Crews
 - Heavy Equipment Division
 - Yard Operations
 - Central Laboratories
- New Generation & System Projects
 - Combustion Turbine

A division or major field project if not listed above.

Fossil Operations and River Operations are considered as one area of comparison when operating positions under the jurisdiction of the IBEW in Wage Schedule D are to be filled.

Fossil Operations and River Operations are considered as one area of comparison when electrical operating positions under the jurisdiction of the IBEW in Wage Schedule D are to be filled.

B-III. Filling Vacant Annual Positions (continued)

D. Moving Expenses

1. Moving expenses for an annual employee being moved from one location to another at time of promotion will be paid by TVA in accordance with travel regulations. A move by an employee occasioned by his/her promotion will not be considered as a transfer in classification at his/her request.
2. An annual employee transferring in classification to a location of his/her choice (other than those transferred from surplus by reassignment) is allowed only the first move at TVA's expense while he/she remains in the same classification. Any future moves in the same classification will be at the expense of the employee unless TVA has directed the employee move away from his/her choice location. When an employee is moved away from his/her choice location at TVA's request and thereafter is selected to return in classification to his/her choice location, TVA pays moving expenses in accordance with travel regulations.

B-IV. Appointment to Positions

- A. Persons appointed to positions which are expected to afford an opportunity to continue in TVA employment as a career have prepermanent tenure for the first six months of their employment (unless they have credit toward permanent tenure based on previous nontemporary TVA service). After six months, they will have permanent tenure.

- B. Persons appointed to positions which are not expected to afford an opportunity to continue in TVA employment as a career are appointed to positions with indefinite or temporary tenure. Such positions are limited to Transmission/Power Supply, Energy Research & Technology Applications, and Facilities & Realty Management in work involving seasonal appointments or work funded for a limited duration.

B-V. Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees

A. Regular Hours of Work

1. The regular hours of employment shall be bulletined at each place of employment. The regular hours of employment shall not exceed eight consecutive hours, exclusive of scheduled nonpaid meal periods, in any 24-hour period or 40 hours in any calendar week Monday through Sunday. If 50 percent or more of the hours of a regularly scheduled workday fall on Sunday, the employee is paid a premium rate consisting of the straight-time rate plus 25 percent of the straight-time rate for all hours worked on that shift. Scheduled nonworkdays shall fall on consecutive days whenever possible.

Straight-time hours of work different from above are allowed by this Agreement when agreed to in writing between the Council and TVA organization.

2. Regular nonpaid meal periods of not less than 30 minutes or more than one hour will be scheduled for employees on noncontinuous operations. These meal periods shall be observed except in emergencies, in which case an alternate meal period shall be observed as soon as reasonably possible. If the employee's alternate meal period does not start within one-half hour before or one hour after the start of his/her regular meal period, he/she shall be paid for the time worked during his/her regular meal period, and he/she shall be allowed 30 minutes to eat on TVA time.
3. A minimum of 24 hours' notice in advance of the beginning of the new shift shall be given employees of any change in bulletined hours.
4. In case of failure to comply with the provisions for scheduling hours of work or to give the required notice of change of bulletined hours, an employee shall be paid at a premium rate consisting of the regular pay plus one-half of the straight-time rate for the hours worked in conflict with these provisions or for the full shift for which the required notice was not given.
5. If an employee reports for work as bulletined but his/her hours of work have changed and he/she had not been notified, he/she is paid two hours at the straight-time rate for reporting as bulletined.
6. In general, maintenance work will be scheduled Monday through Friday on the day shift. Such schedules will provide for one shift to start between the hours of 6 a.m. and 8 a.m. When needed, second and third shifts may be established. The normal start time for the second shift is between 3 p.m. and 5 p.m., and the normal start time for the third shift is between 10 p.m. and midnight.

Changes to these normal start times may be implemented after approval by the unions.

When required for maintenance or operations, second and third shifts will be established on an eight-hour basis. Employees on second and third shifts are allowed 30 minutes during the shifts to eat. Schedules other than the

B-V. Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees (cont.)

normal day shift may be established. Such shifts shall be established for a minimum of five consecutive workdays except by specific agreement with the Council representatives of the crafts involved (see JU-VI).

7. In TVA's power operation, annual maintenance employees with the greatest plant seniority in classification shall have preference in filling vacant maintenance shift positions and vacant off-day assignments within those shifts. Exceptions may be made to assure efficient distribution of specialized skills and experience.
 - a. If a person is forced to a shift due to that person's expertise being required, that person should only be required to stay on that shift for a minimum period of time.
 - b. The forced person will be allowed to return to his/her former position.

B. Definition of Holidays

The following days are holidays:

New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas. Holidays are observed on the dates on which they fall, except that when those dates fall on a calendar Sunday the following calendar Monday is defined as the holiday; and when those dates fall on a calendar Saturday, the preceding calendar Friday is defined as the holiday for employees whose scheduled workweek is nonrotating Monday through Friday and for employees on rotating workweek schedules who, during the week in which the holiday falls on Saturday, are assigned to work a Monday through Friday shift.

C. Payment for Holiday Work

1. Only employees whose services cannot be spared are required to work on a holiday.
2. An annual employee not required to work on a holiday which is his/her regularly scheduled workday receives eight hours' straight-time pay for the holiday. (See section D-1 below for definition of straight-time rate.)
3. An annual employee not required to work on a holiday which falls on his/her rest day is given an additional eight hours' pay at the straight-time rate.
4. An annual employee required to work on a holiday receives eight hours' straight-time pay for the holiday plus time and one-half for the first eight hours worked and two times for all hours worked in excess of eight hours.
5. When the President of the United States, by Executive order, excuses TVA employees from duty, only the employees whose services cannot be spared

are retained on duty. Employees not scheduled to work and not required to work on such days are not entitled to pay.

B-V. Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees (cont.)

Annual employees who are excused from duty will not lose pay for the hours covered by the Executive order. Annual employees who are required to work are paid two times the base rate for the number of hours covered by the Executive order.

D. Payment for Overtime

1. For the purpose of determining overtime or premium-time rates for annual employees, the straight-time rate is derived by dividing the annual rate by 2080 (hours per year).
2. For annual employees, the overtime rate of one and one-half times the straight-time rate is paid for authorized time worked outside the regularly scheduled eight hours in any 24-hour period or outside the regularly scheduled 40 hours in any calendar week except that two times the straight-time rate is paid for authorized time worked (a) on the second offday within a workweek, or (b) in excess of 16 hours of work without an eight-hour nonwork period (see section F of this schedule). (Joint Understanding I to the General Agreement provides for an exception to this schedule for training purposes only.)
3. When 50 percent or more of the hours of a shift falls within an overtime day, the entire shift is paid at the overtime rate; but when less than 50 percent of the hours of a shift falls within an overtime day, no overtime is paid on that shift.

E. Use of Overtime

1. Every possible effort will be made to avoid overtime and to conform to bulletined hours of work. In order to avoid excessive overtime over a long period of time, additional personnel will be secured.
2. When overtime work is necessary, management shall distribute such overtime among the qualified employees in the group in which the overtime is worked in accordance with the negotiated overtime procedures. Unexpected overtime may be assigned to qualified employees present and therefore immediately available. In assigning unexpected overtime work, management shall, insofar as possible, make such assignments to employees who can provide their own transportation upon completion of the work. Overtime records will be made available upon request to labor representatives.
3. To the extent practicable, TVA schedules necessary overtime in advance. Both TVA and the employee may expect that such work will be worked as scheduled.
 - a. If scheduled overtime is canceled by TVA with less than eight hours' notice and the employee is not required to work, the employee is paid four hours' pay at the straight-time rate.

B-V. Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees (cont.)

- b. If an employee scheduled to work overtime does not report for that overtime and fails to give at least eight hours' advance notice to the appropriate supervisor, it may be considered as an unapproved absence under the same circumstances as absence on a regularly scheduled workday.

F. Payment for Work in Excess of 16 Hours

1. Employees are not normally required or permitted to work more than 16 hours in a 24-hour period. If, however, an employee is required to work for more than 16 hours without a nonwork period of at least eight continuous hours, he/she is paid two times his/her regular rate for all hours worked in excess of 16 hours until he/she has a rest period of at least eight hours.
2. When an employee is required to work 16 hours or more without a nonwork period of at least eight continuous hours, he/she should, at the end of this work, be relieved from duty if circumstances permit and be given a rest period of at least eight continuous hours. He/She will be paid his/her regular rate for that part of the rest period which falls within the hours of his/her regularly scheduled straight-time shift.
3. If an employee is called back after working his/her regularly scheduled shift without having a rest period of at least six continuous hours prior to the callout and is required to work without having a rest period of at least six continuous hours before the start of his/her next regular shift, he/she is given sufficient time off, including time off with pay from his/her regularly scheduled straight-time shift, to provide a rest period of six continuous hours before he/she is required to return to work. This is done even though the employee has not been required to work for more than 16 hours.
4. If under this provision an employee is told not to work for a part or all of his/her next scheduled shift and is then called back to work during the period he/she was told he/she was not to work, he/she shall be paid time and one-half for hours worked during the remainder of his/her regular shift unless he/she is entitled to double time under the above provision for work in excess of 16 hours. In either case, he/she is paid not less than four hours' pay at the straight-time rate.

If, however, the employee is not called back but chooses, and is allowed, to work during his/her regularly scheduled shift after the period of rest, such work is paid for at the straight-time rate.

5. The provision of this section F shall not apply to employees on tugboat or other travel assignment who may be on continuous duty during which adequate rest periods are provided.

B-V. Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees (cont.)

G. Call Time

1. Employees called and reporting for work outside of and not continuous with their regular bulletined hours will be paid at the applicable overtime rate, but not less than four hours' pay at the straight-time rate. Employees so called are required to perform such work as called for or other work of equal importance which may develop while they are on duty. If conditions permit, an employee at his/her request may be temporarily released from the job by the supervisor during a call-out period. In such instances when the employee returns to duty, he/she will not receive pay for an additional call. The employee does receive pay for all time the employee is required to be on call.
2. When an employee is called less than two hours and forty-five minutes (two hours when the double-time rate applies) before the beginning of his/her regular shift, the employee will be kept on duty until his/her regular shift starts and will be paid for such time at the applicable overtime rate. In such instances, the call-time minimum does not apply.

H. Meals or Meal Allowances When Employees Are Assigned to Irregular Hours of Work

It is TVA's intention to provide employees a meal (hot when available) and sufficient time to eat it or to pay a meal allowance as follows:

If an employee is on unscheduled work or has been called in early for his/her shift, he/she is entitled to receive a meal (or at the employee's option, a meal allowance) and sufficient time to eat at 6 a.m., 12 noon, 6 p.m., and 12 midnight until leaving the worksite. An individual doubling over from midnights to days will receive a meal no more than one and one-half hours into the day shift and during defined meal periods until leaving the site. Meals will be provided whenever reasonable.

If the employee so desires, the negotiated meal allowance (see Wage Schedule B) may be placed on the check in lieu of a meal. The amount of the meal allowance shall be increased by the same percent as the overall wage increase negotiated for annual trades and labor employees, rounded to the nearest 5 cents.

Work is considered to be "unscheduled" if the employee receives less than eight hours' notice. Additionally, when an employee in work status at the time of notice has less than ten hours in nonwork status between that time and the time of reporting, this work will also be considered "unscheduled."

I. Exchange of Shifts

1. Employees of the same classification may, by agreement between themselves, exchange shifts within the workweek provided proper clearance is made with their supervisor. In such cases, regulations for premium or overtime payment will not apply.

B-V. Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees (cont.)

2. When an exchange is arranged and an employee is absent from his/her regularly scheduled shift because he/she is to work a later shift and he/she becomes sick either before or during that regularly scheduled shift, he/she shall report his/her sickness to his/her supervisor immediately. If such report of sickness is received before or during the employee's regularly scheduled shift, he/she shall be placed on sick leave and the exchange of shifts shall be canceled. If the supervisor received notice of sickness in advance of the shift, he/she shall be free to assign the shift to any employee available and not necessarily to the one with whom the exchange arrangement was made. The employee working such shift shall be paid appropriate straight-time, premium, or overtime rate. Sickness in such cases shall not be interpreted as including advance appointments with dentists, oculists, or for medical examination, but shall include only sickness of the unforeseen and unexpected type.

J. Payment to an Employee Called in from Annual Leave

When an employee is recalled from annual leave without a 24-hour advance notice, he/she is paid as follows:

1. When required to work within his/her regularly scheduled shift
 - a. If the total time worked within his/her shift is two and three-quarter hours or less, he/she is paid four hours at straight time and leave is charged for the full scheduled shift;
 - b. If the total time worked within his/her shift is more than two and three-quarter hours, he/she is paid the premium-time rate for the actual hours worked (unless the double-time rate applies), and leave is not charged for the period worked.
2. When required to work outside regularly scheduled shift, he/she is paid for actual hours worked at the applicable call-time or overtime rates (see B-V:G).

K. Provision for Employees Not Required for Work During Scheduled Hours

Employees whose services are not required for scheduled duties because of inclement weather or other conditions which disrupt normal work operations are assigned other useful work suitable to their qualifications. In exceptional cases where work suitable to an employee's qualifications is not available and his/her services cannot be utilized, the employee shall be placed on annual leave unless he/she elects to be placed on leave without pay.

L. Effect of Overtime on Transportation Arrangements

When overtime work is required of employees following their regular shift, the job management will provide transportation to employees insofar as travel regulations permit in cases where it is impossible for employees to make other transportation arrangements.

B-V. Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees (cont.)

M. Payment During Daylight and Standard Time Changes

1. When the clocks are set ahead at 2 a.m., standard time, the regularly scheduled employees who work only seven hours during the graveyard shift will be paid for only seven hours, or annual employees may take an hour of annual leave to receive eight hours' pay. During this change, the clock hours rather than actual elapsed time are considered in determining whether employees have worked more than eight hours in a 24-hour period.
2. When the clocks are set back at 2 a.m., daylight time, the regularly scheduled employees who work nine hours during the graveyard shift will be paid for nine hours at the applicable rates.

B-VI. Termination, Demotion, and Suspension

A. Termination or Demotion for Cause

An employee is given notice of termination or demotion in writing not less than 30 calendar days before the proposed action takes place, and the notice explains in detail the reasons for the proposed action. If it is not possible to retain the employee on active duty during this period, the reasons for not doing so are stated in the notice. If the employee is on temporary status, the 30 days' notice is not required.

B. Suspension

1. An employee may be suspended from work and pay status for disciplinary reasons or during investigations.
2. An employee is given notice of suspension in writing with the reasons for the proposed action explained in detail. If the suspension is for 30 days or more, the employee is ordinarily given 30 days' notice in advance in work status. If the suspension is for less than 30 days, this notice is not required.

C. Reduction in Force of Employees

1. Reduction in force of employees will be made in compliance with Article III of the General Agreement. Reductions in force are made in TVA by competitive areas. The following are separate competitive areas:

- a. Boilermakers, Laborers, Operating Engineers, and Steamfitters are site specific.

For Boilermakers, Laborers, Operating Engineers, and Steamfitters, if a generating plant closes or a "unit retirement" at such a plant occurs, employees in classifications represented by these four unions will be placed in the broader competitive area as defined in the annual generating General Agreement effective February 10, 1989, for purposes of any reductions in force or directed transfers which directly result from such closing or retirement. A "unit retirement" is defined as the retirement of one or more nuclear units (or two or more fossil or hydro units) at a plant.

- b. Electrical Workers and Machinists are as follows:

River System Operations & Environment

- Environmental Research & Technology Applications
- System Engineering

Transmission/Power Supply

- Electric System Projects
- Transmission Operations & Maintenance

B-VI. Termination, Demotion, and Suspension (continued)

Administration

- Facilities & Realty Management
- Information Services

TVA Nuclear

Fossil Power Group

- Fossil Operations and River Operations
- Maintenance & Testing Services
 - Power Service Shops
 - Plant Turbine Crews
 - Heavy Equipment Division
 - Yard Operations
 - Central Laboratories
- New Generation & System Projects
 - Combustion Turbine

A division or major field project if not listed above.

In organizational units not listed above, the competitive area is the part of the organizational unit within the same administrative unit and within the same commuting area.

2. Job Stewards

A position as job steward is not interchangeable with other positions in the same classification because of the special duties of the job steward position. Therefore, in a reduction in force, a steward is considered in a separate competitive level at his/her official station as long as there is work in his/her classification for which he/she is qualified.

3. Reassignment Rights

- a. In certain maintenance crafts, foremen and instructors selected for layoff in accordance with reduction-in-force procedures are offered reassignment to journeymen jobs in the same reduction-in-force area. However, if their reassignment requires a reduction in force of journeymen, they are compared with the journeymen in such reduction, and they are not offered reassignment unless they can be retained in such reduction. The crafts to which this paragraph applies are: Boilermakers, Electrical Workers, Machinists, Operating Engineers, and Steamfitters.
- b. In annual operating positions represented by the IBEW, operators scheduled for reduction in force are offered reassignment in lower classifications within Schedule D operating positions. In case, however, such reassignment would require a reduction in force in the lower classification, the reassignment is made only if the employee to be reassigned would be retained in such reduction.

B-VI. Termination, Demotion, and Suspension (continued)

- c. Employees in multiple skill classifications scheduled for reduction in force are offered reassignment to the next level lower multiple skill classification, or journeyman level classification, for which they have been trained. Each of the next consecutive lower level multiple skill and journeyman level classifications is considered until an offer of reassignment, if any, can be made. However, in case such reassignment would require a reduction in force in the lower classification(s), the reassignment is made only if the employee to be reassigned would be retained in such reduction.

4. Reemployment Lists

(The provisions of other supplementary schedules are inapplicable insofar as they are not consistent with the provisions of this schedule.)

A nontemporary employee who is terminated or reassigned to a lower classification as a result of a written notice of reduction in force is placed on reemployment lists on the day his/her termination or reassignment is effective and remains on the list for a period of one year and is given reemployment preference for operating and maintenance vacancies over: (1) outside applicants, (2) temporary employees, (3) nontemporary employees in classes lower than that of the particular vacancy being filled.

With respect to locations, this preference is as follows:

- a. To nontemporary vacancies in the competitive area from which the employee was either reassigned to a lower class or terminated in a reduction in force.
- b. To temporary and/or nontemporary vacancies in any TVA organization at locations within the commuting area of the employee's permanent residence as given by the employee upon termination or reassignment.

With respect to classes of jobs, this preference is as follows:

- c. Those terminated from Schedule B jobs receive preference in the same classification as that from which they were terminated or other classes in their craft at the same rate of pay for which they are qualified.
- d. Those terminated from Schedules C and D jobs receive preference for jobs at the same classification or in other operating classifications in the same or lower wage levels which they have held or for which they have fully met training requirements within the jurisdiction of their craft.
- e. Terminated graduate trainees or apprentices are treated as journeymen on the reemployment lists.

B-VI. Termination, Demotion, and Suspension (continued)

- f. Trainees or apprentices terminated before graduating receive reemployment preference in accordance with the provisions of the joint TVA training program. The order of selection among former employees with reemployment preference for any given class of jobs at any given location is the same as the order of selection of outside applicants. (See Supplementary Schedule B-III.)
- g. The order of selection among former employees with reemployment preference for any given class of jobs at any given location is the same as the order of selection of outside applicants. (See Supplementary Schedule B-III.)

A person's name is removed from all reemployment lists when he/she is offered a nontemporary job in a classification equivalent to the one from which he/she was terminated or reassigned whether he/she accepts or refuses the offer.

A person who refuses the offer of a nontemporary job in a classification lower than that from which he/she was terminated is removed from reemployment lists for such jobs at the same or lower level as the one refused. However, neither acceptance nor refusal removes his/her name from lists for jobs in a classification equivalent to the one from which he/she was terminated.

A person who refuses a temporary annual job is removed from the lists for such jobs at the same or lower level as the one refused. However, neither accepting nor refusing a temporary annual job causes the name of a person to be removed from lists for nontemporary jobs.

When offering a job to a person on a reemployment list, the employing officer makes clear to him/her the effect that either accepting or refusing the offer has on his/her reemployment preference.

D. Volunteering for RIF Resignation

An employee in the same competitive area may volunteer for RIF in the place of an employee who has received a notice of RIF. The employee volunteering for RIF provides a written notice to TVA of his/her willingness to accept a RIF. Such an offer may be accepted at the option of TVA. If accepted by TVA he/she is eligible for severance pay as is provided in Supplementary Schedule B-VI:E. (A termination under this paragraph is handled as a special kind of resignation.)

The above paragraph also applies to an employee who volunteers for RIF on the basis of a general notice to employees in a competitive area that a reduction of a specified approximate number of positions in the competitive area will be made. In the event a general notice is used and there are sufficient volunteers acceptable to TVA to satisfy the need for RIF, no further action is needed. If, however, an insufficient number of employees volunteer for RIF on the basis of a general

notice, other employees in the competitive area may still volunteer for RIF after individual notices of RIF have been issued.

B-VI. Termination, Demotion, and Suspension (continued)

E. Severance Pay

1. Eligibility

A trades and labor full-time annual employee is eligible for severance pay if:

- a. The employee gets a formal written RIF notice; and
- b. The employee's current period of employment, beginning with his/her most recent appointment date and ending on the effective date of such notice, includes five years or more of full-time annual service (the first six months, and only the first six months, of any period of nonpay employment status during such service counts; absence during such service in order to perform non-TVA service from which restoration rights are provided by applicable law or regulation counts to the extent provided by such law or regulation); and
- c. The employee has not received from TVA an offer of a nontemporary full-time annual position at the same or higher wage rate at, or prior to, the date such notice was received; and
- d. The employee is terminated from TVA (1) through the RIF procedure, or (2) by resignation during the notice period, or (3) at the end of a period of temporary full-time annual employment to which the employee transferred after receiving his/her RIF notice; or the employee transfers to other than a full-time annual TVA position.

In the case of an employee whose current period of employment began no more than one year after any previous period of trades and labor full-time annual service was ended under the same conditions as above but who did not receive severance pay covering such service, the employee's most recent appointment date under paragraph b is considered to be the beginning date of that previous period of employment.

The most recent appointment date for an employee who received severance pay at time of transfer to other than a full-time annual position and who subsequently transfers without a break in service to another trades and labor full-time annual position is the date of transfer to the latter position.

2. Severance Pay Allowance

The amount of severance pay is five days' pay for each full year of full-time annual service (salary policy or trades and labor) during the period beginning with the employee's most recent appointment date as defined above and ending with the date of termination or the date immediately prior to transfer as referenced above. The first six months, and only the first six months, of any period of nonpay employment status during such service counts; absence during such service in order to perform non-TVA service from which

restoration rights are provided by applicable law or regulation counts to the extent provided by such law or regulation.

B-VI. Termination, Demotion, and Suspension (continued)

The maximum severance pay accrual is 150 days' pay.

3. Payment

Severance pay allowances are paid in a lump sum upon termination. If an employee is transferred to a temporary full-time annual position, the payment is made at the end of such temporary employment. If an employee is transferred to other than a full-time annual position, the payment is made at the time of such transfer. The lump sum is paid at the rate in effect on the effective date of the employee's termination, as set forth in the notice of reduction in force (or on the date prior to the date of transfer).

F. Retirement

Annual employees retire in accordance with the TVA retirement policy.

B-VII. Union Representation on the Job

- A. Management makes passes available to Council members and representatives they appoint to visit TVA projects to carry out their authorized functions. The unions assume the responsibility of confining the functions of its members and their representatives to those things which come within the scope of their responsibility. These functions do not include general solicitation of membership or dues during working hours or requesting members to leave their places of work without permission from their immediate supervisors.
- B. Each union will keep local management and the respective Council members informed in writing of the identity of its steward.
- C. If actions or conduct of a job steward require disciplinary action against him/her by management, the local union or the Council representative will be informed before action is taken. Management may temporarily suspend the steward in severe cases before the local union or the Council representative is notified.
- D. Information concerning changes in personnel in trades and labor classifications is made available to job stewards upon request to the appropriate personnel office.
- E. A job steward performs regular assigned duties. In addition, he/she is responsible to the Council and, as the need arises, the job steward:
 - 1. Helps to assure compliance with the terms of the General Agreement. The job steward must have a working understanding of the Agreement and be able to explain its provisions to the employees he/she represents.
 - 2. Handles complaints of employees he/she represents with the job supervisors. In the process, the job steward helps in resolving the complaint and represents employees in handling the grievance if it cannot be avoided.
 - 3. May represent his/her craft on joint training committees. In this capacity, he/she must be familiar with the details of training programs, and he/she helps in administering the programs.
 - 4. May represent his/her craft on local joint cooperative committees. The functions of the committee are stated in Article X, paragraph 2, of the General Agreement.

A job steward performs these functions by virtue of his/her having been designated in accordance with the General Agreement. These functions are an important and integral part of the administration of a TVA project and part of the work of the employees so designated. For this reason, TVA considers the job steward in a separate competitive level from other employees in the same classification.

- F. After having served as a job steward for one month, job stewards have a preference for day shift assignments, except when assigned to rotating shifts.

B-VIII. Grievance Adjustment Procedure

A. What Constitutes a Grievance

1. If an employee believes he/she has been treated unfairly or if he/she disagrees with his/her supervisors as to the application of a policy to him/her as an employee, he/she may file a grievance. He/She may only do this personally or through the authorized representative of the union which is recognized as his/her accredited representative.
2. An employee is not permitted to file a grievance for the purpose of getting an established policy, standard, or procedure changed. Such changes may be made only through negotiations between management and employee organizations. If the employee's complaint is against a policy, standard, or procedure, he/she must take up the matter with his/her Council representative.
3. If an appeal or formal complaint with respect to an action, matter, or proposed action is or has been filed under a separate procedure provided by law or federal regulation, a grievance regarding such action, matter, or proposed action will not be accepted under this Agreement, or if already accepted, processing of it will be discontinued, and it will not be further considered or decided under this Agreement.

B. Participation of Employee Representatives in Handling Grievances

An employee may have his/her authorized union representative represent him/her in handling his/her grievance at any stage. If the employee represents himself/herself in the grievance, the personnel officer informs the local union representative of the bargaining unit when a grievance is appealed beyond the immediate supervisor. The union representative is requested to attend all hearings and is furnished a copy of the grievance record.

C. Basic Procedure for Handling Grievances

1. Discussion with immediate supervisor -- An employee first takes up his/her question or complaint with the immediate supervisor responsible for the action.

A face-to-face meeting is held in which both parties attempt to resolve the issue. A teleconference may be substituted for the face-to-face meeting for grievances of nonselection or other nondisciplinary actions where the work location of the immediate supervisor responsible for the action is different from that of the grievant.

If the matter is not resolved, the employee may file a grievance.

2. Filing of grievance form -- Formal grievances are filed in writing on the designated form to the immediate supervisor responsible for the action. In order to be timely, a grievance must be received within 15 calendar days

B-VIII. Grievance Adjustment Procedure (continued)

from the date the employee is notified of the action or proposed action. The supervisor completes the supervisor portion of the form, including any resolution proposed, and distributes copies as shown on the form. This reply is made within five calendar days.

3. Site face-to-face meetings -- If the employee has not received or does not accept the decision of the supervisor, a face-to-face meeting will be held at the site.
 - a. He/She must appeal within ten calendar days of the decision of the supervisor given under the second step. This notice of appeal is made by checking the form and returning it to the plant or facility manager.
 - b. The plant or facility manager conducts the face-to-face meeting with the employee, the supervisor, and the union representative. Witnesses may be called as necessary. The meeting is held within 15 calendar days of receipt of the request.
 - c. The plant or facility manager makes his/her decision after considering the information presented to him/her by the employee and the responsible supervisor. The decision and its rationale are included with the grievance form by the plant or facility manager and distributed within five calendar days of the meeting.
 - d. The written decision is handed or mailed to the employee and his/her representative. If no notice of appeal is given within 15 calendar days of the date the employee received the decision, the grievance is considered closed.

Decisions and resolutions of grievances at steps 1, 2, or 3 will not be considered precedential.

4. Appeal to the Senior Vice President of Labor Relations -- If the employee has not received or does not accept the decision of the plant manager, the employee may appeal matters regarding the interpretation or application of the terms of the General Agreement and supplementary schedules to him/her as an employee or cases involving employee discipline (termination, demotion, suspension, or warning letter) to the Senior Vice President of Labor Relations. The appeal is made in writing. The employee may appeal personally or through the international representative of the union recognized as his/her accredited bargaining agent.

The employee may request a hearing in cases pertaining to suspensions, terminations, nonselection for promotion, demotion, or reduction in force. The hearing shall be held within 30 days of the request, and the transcript of the hearing will be used in the resolution process.

B-VIII. Grievance Adjustment Procedure (continued)

The Senior Vice President of Labor Relations or his/her designee conducts a face-to-face meeting to resolve the issue. TVA and the Council are represented at this meeting by persons with sufficient authority to resolve the grievance. The meeting is held within 30 calendar days of receipt of the appeal. The employee and/or representatives present the case. The Senior Vice President of Labor Relations or his/her designee seeks to find a solution to the question involved in the appeal which is satisfactory to both parties. If the Senior Vice President of Labor Relations or his/her designee is unable to reach a resolution, he/she prepares a written decision within ten calendar days of holding the meeting.

In the case of a personal appeal, the decision of the Senior Vice President of Labor Relations or his/her designee is final.

Time limits set forth above may be monitored and adjusted as necessary by mutual agreement to ensure an effective process.

5. Appeal to impartial referee -- If the Council is not satisfied with this decision, TVA and the Council may voluntarily mediate the grievance. If the parties do not agree to mediate, or if mediation does not result in resolution, the Council may submit the dispute to an impartial referee jointly selected by TVA and the Council. The impartial referee shall be selected from a panel of eight arbitrators under joint contract with TVA and the Council. To qualify for the TVA-Council panel, an arbitrator must be on the roster of Federal Mediation and Conciliation Service or American Arbitration Association. The method for selecting the panel of eight arbitrators will be:

TVA and the Council each will appoint two arbitrators. Additionally, each party will present the opposite party with a list of four prospective arbitrators. The recipient will strike two names from the opposite party's list, and the remaining names will complete the panel.

The four arbitrators appointed separately by the parties may be dismissed by either party after serving on the panel for one year. The four arbitrators selected jointly by striking names from the opposite party's list will serve on the panel for two years. When vacancies occur, the party who appointed or nominated the vacating arbitrator(s) will present the opposite party a list of twice as many names as the number of vacancies. The recipient will strike half the names, and the remaining names will complete the panel.

The parties will jointly schedule hearing dates with the arbitrators. Grievances concerning employee discharge are given priority in scheduling. Case records are jointly submitted to the arbitrator.

TVA and a Council representative jointly assign all pending cases to the arbitrators randomly and with equal opportunity among the panel.

B-VIII. Grievance Adjustment Procedure (continued)

An appeal to an impartial referee is made as follows: When a union is not satisfied with the decision of the Senior Vice President of Labor Relations or his/her designee, and wants to have it referred to an impartial referee, the international representative of the union notifies the Council and the Senior Vice President of Labor Relations of the appeal within 45 days following the date of the Senior Vice President of Labor Relations' decision. The Senior Vice President of Labor Relations sends the Administrator of the Council two copies of the record of the appealed case. Within 45 days following the receipt of the record, the Council notifies the Senior Vice President of Labor Relations in writing whether it supports the union and appeals the case to an impartial referee. In its appeal, the Council specifies the issue or issues appealed, and states whether or not it is willing to mediate the dispute. If TVA and the Council agree to mediate and the grievance is resolved, the matter will be closed. If the parties decline to mediate, or if mediation does not resolve the dispute, the grievance will be processed in accordance with this supplementary schedule.

The arbitrator's jurisdiction is limited to interpretation and application of the terms of the General Agreement and its supplementary schedules or cases involving employee discipline (termination, demotion, suspension, or warning letter). The arbitrator does not have the authority to add to, subtract from, or modify any term or provision of the Agreement or to render a decision contrary to federal law or regulation applicable to TVA. Likewise, the arbitrator has no authority to rule on any matters not specifically set forth in this General Agreement and supplementary schedules. This paragraph does not restrict the arbitrator in determining the interest of the parties on how specific language of the General Agreement and supplementary schedules are to be interpreted.

On the basis of the factual record and the oral or written comments made by the parties to the dispute, but without considering facts not presented to the Senior Vice President of Labor Relations prior to his/her decision, the referee makes his/her decision, which must not be inconsistent with the General Agreement and its supplementary schedules. He/She makes his/her decision within 30 days from the date he/she has received the complete record.

The decision of the referee is accepted by both parties as final. The compensation and expenses of the referee are jointly borne by TVA and the Council.

6. Expedited Arbitration

If the parties mutually agree, a grievance may be presented in expedited arbitration. The expedited arbitration procedure is the same as the "traditional" arbitration procedure described above in B-VIII:C-5, except as follows:

- a. The expedited arbitration hearing will last no more than four hours, with each side taking no more than two hours to present its case.

B-VIII. Grievance Adjustment Procedure (continued)

- b. The impartial referee will issue a bench decision or issue a decision within 24 hours of the close of hearing.
- c. The parties may submit prehearing briefs to the impartial referee, which shall not exceed five pages. There will be no posthearing briefs.

D. Retroactive Pay Following Grievance Appeal

1. An employee who was removed from pay status or demoted and who is reinstated as a result of an appeal and a decision that his/her removal or demotion was unjustified or unwarranted is given retroactive pay for the period in accordance with federal law. The period begins with the end of the last hour worked prior to the removal or demotion and ends at the time set for his/her reinstatement or at the time of actual return to work whichever is earlier. The employee receives the amount of pay he/she would have received had he/she not been removed or demoted, including any shift differentials, overtime, and negotiated pay increases.

Any amount earned through other employment during the same period is deducted from the total payable. Before payment is made, the employee submits to his/her payroll office an affidavit in which he/she certifies to the gross amount of his/her earnings from other employment during the period without TVA pay and gives the names and addresses of any persons or firms who paid him/her for his/her services.

2. An employee who was removed from pay status and who is reinstated as a result of an appeal and a decision that his/her removal was unjustified or unwarranted is deemed for all purposes to have rendered service during the period of nonpay status, including leave accrual. The employee may not be credited leave which would cause his/her total leave accumulation at the end of the leave year to exceed his/her authorized maximum.

E. Reclassification of Trades and Labor Positions

1. When an employee believes the work he/she is performing is not properly classified, he/she notifies his/her supervisor immediately in writing. The supervisor makes a decision within one week after notifying the appropriate Council representative. This decision may be appealed directly to the Senior Vice President of Labor Relations. The Senior Vice President of Labor Relations or his/her designee makes his/her decision within 20 days of receipt of the appeal.
2. All decisions approving an appeal for reclassification are effective retroactively to the date on which the claim was filed with the employee's supervisor. However, no claim for reclassification is considered which is not made while the employee is performing the work on which he/she bases his/her claim.

B-IX. Cooperative Committees

TVA and the Council agree to the following statement of organization of the central and local joint cooperative committees in accordance with and for the purposes stated in Article X of this Agreement.

A. Central Joint Cooperative Committee

1. The Central Joint Cooperative Committee is made up of the Executive Board of the Annual Council and the TVA bargaining committee or their designee(s).
2. The Senior Vice President of Labor Relations and the Administrator of the Council serve as cochairpersons of the central committee. A designee from Labor Relations serves as secretary of the central committee.
3. The central committee develops the basic guidelines for an organized program of employee-management cooperation. It promotes the formation of local committees, determines the form of organization, and furnishes guidance for the conduct of the committees. It reviews the progress of the local committees, as reported by the secretary, and acts on any suggestions of TVA-wide significance which local committees refer to it. In addition, the central committee takes up such matters as are brought to it by its members, discusses major TVA programs and general policies related to union-management cooperation, and sponsors suitable programs to provide information of general interest to employees concerning TVA activities.
4. The central committee meets at least once a year. This annual meeting shall be held in conjunction with an annual Valley-wide conference of the officers of local joint cooperative committees. Other meetings of the central committee may be held upon call of the cochairperson.
5. All actions of the central committee are by unanimous concurrence.

B. Local Joint Cooperative Committees

1. Local joint cooperative committees are established by agreement between representatives of labor and management, and with the approval of the central committee, on a plant-, project-, or organization-wide basis. Each local committee defines its scope as to plant, project, or organization, providing for the inclusion of all employee groups represented by the Council.
2. Management and employees each designate members to serve on the local committee; the numbers need not be equal. All members shall be TVA employees. The employee representatives are designated by the labor organizations participating in the local committee and must be approved by the Council. The management members are designated by the top supervisor of the administrative unit served by the committee. The top supervisor serves as a member.
3. The local committee elects cochairpersons, one each from management and labor. The committee also elects a secretary.

B-IX. Cooperative Committees (continued)

4. The cochairmen and the secretary act as a steering committee which provides the leadership for planning and carrying on committee business and which handles matters between meetings.
5. The local committee schedules regular meetings. Special meetings are called by the steering committee. Committee members attend meetings without loss of time.
6. The committee receives suggestions made by either employees or supervisors. The committee evaluates each suggestion. Action is taken by unanimous concurrence. Suggestions relating to activities which extend in scope beyond the unit in which the committee operates may be referred to another committee or to the central committee.

B-X. Pay for Time Spent in Travel

- A. Time spent in travel by an employee when required to travel between his/her official station and a field assignment is paid for as follows:
1. An employee required to travel during regular bulletined hours is paid at the rate he/she would have received if he/she had worked those hours.
 2. An employee required to travel outside of regular bulletined hours of work and on scheduled rest days is paid for time spent in travel at the applicable overtime rate, except that when Pullman sleeping accommodations are provided, payment is not made for more than eight hours' travel time in a calendar day nor between the hours of 7 p.m. and 8 a.m. (Joint Understanding I to the General Agreement provides for an exception to this schedule for training purposes only.)
 3. The travel time paid for is limited to the time reasonably required to make the trip from one work location to the next work location by the most direct route by the means provided by TVA. For travel by automobile outside of regular bulletined hours, the maximum travel time paid for is computed by allowing time on the basis of a half hour for each 20 miles of travel or major fraction thereof.
 4. An employee whose place of abode is closer to a field assignment than is his/her official station and who travels daily from his/her place of abode to a field assignment is not entitled to pay for time spent in travel.
- B. In transfer of official station, an employee travels to his/her new station on a regular workday. For such travel during regular bulletined hours, the employee is paid at the rate he/she would have received if he/she had worked those hours. The employee is not paid for hours of such travel which fall outside of regular bulletined hours of work or on scheduled days of rest.
- C. The foregoing provisions for the payment for time spent in travel do not modify TVA's obligation to pay for all productive work which may be performed by trades and labor employees during travel time.
- D. Employees are paid for time during their scheduled hours of work spent in reporting for examinations to a TVA medical unit at the request of TVA. Employees who have to travel to a location away from their stations for such examinations requested by TVA are provided transportation and paid per diem in accordance with applicable regulations. Employees are paid for reasonable time spent outside scheduled hours in connection with such examinations. TVA shall endeavor to adjust the employee's straight-time schedule to allow required examinations and travel to occur during straight-time hours.
- E. For employees in classifications represented by the Operating Engineers and Laborers within Transmission/Power Supply, the following regulations shall govern transportation for employees engaged in transmission line and substation work:

B-X. Pay for Time Spent in Travel (continued)

1. TVA will furnish transportation between the board town and the work location and pay for time spent in travel from the assembly point to the work location (board town location to be established jointly between the job steward and TVA). Employees return from the work location to the board town on their own time, except when the distance exceeds 20 miles. In cases where the distance does exceed 20 miles, the work shift is reduced for the excess mileage on the basis of one hour for each 40 miles in excess of 20 miles. Transportation from the board town to the assembly point shall be on the basis of the actual time required for the mileage involved calculated at the rate of 40 miles per hour. Such travel in excess of 30 minutes immediately preceding the established beginning of the shift is performed on TVA time.
2. The assembly point for transmission line crews is typically the storeroom for the job. If there is no storeroom, the assembly point is designated by mutual agreement between the construction superintendent and the appropriate job steward who base their choice upon convenience of access, proximity of suitable living accommodations, reasonable cost to TVA, and other factors pertinent to the particular job.
3. The assembly point for substation crews is typically the substation site.
4. Where employees are sent to a location other than their normal work location during the course of the workday and are instructed to return to their normal work location after completing their work assignment, they are paid for all time spent in travel until released at their normal work location.
5. In emergency work resulting from storms or other abnormal conditions, employees report at the storeroom, garage, or other convenient designated point and are provided transportation from such reporting point to the emergency work and back to the reporting point. They are paid for time spent in such travel.
6. In a move between work locations, an employee is paid at the applicable mileage rate for providing his/her own transportation. If an employee is responsible for moving the TVA vehicle from one work location to another, leaving his/her personal vehicle at the previous work location, the employee is paid for time spent in travel as well as the applicable mileage rate for transporting his/her personal vehicle. Pay is limited to the time reasonably required to make the trip from one location to the next location.

B-XI. Time Required for Employment Processing

- A. TVA pays for processing time. These are hours included in a straight-time workday. Processing time starts when employee reports to TVA where instructed and continues until employee has completed employment processing and medical examination and is cleared to report for work. Payment in lieu of pay for time spent in travel between the processing point and the work site is allowed on the basis of one-half straight-time hour per 20 miles.
- B. These payments are made under the following conditions:
 - 1. The applicant has on file a personnel record which is in order and up-to-date.
 - 2. The applicant reports to the personnel office on the day and at the hour specified in an offer of employment, subject to the interview and medical examination.
 - 3. The applicant is put to work and works for at least two pay periods. The two-pay-period condition will not apply if the applicant is terminated because of layoff, expiration of a temporary appointment, or failure to pass required technical tests after employment.
 - 4. The provision covers time spent in employment processing and medical examination.

B-XII. Shift Differentials

- A. Employees on scheduled multiple-shift operations are paid a shift differential as negotiated for all hours worked during the time of the late afternoon shift (i.e., any shift three hours or more of which fall between 6 p.m. and 12 midnight). They are paid shift differential as negotiated for all hours worked during the time of the night or graveyard shift (i.e., any shift three hours or more of which fall between 12 midnight and 6 a.m.).
- B. The shift differential is not paid to employees scheduled on regular single day-shift operations who may work overtime into another shift.
- C. All employees not scheduled on regular single day-shift operations are considered to be on scheduled multiple-shift operations.

B-XIII. Payroll Deductions for Union Dues and Initiation Fees

The following plan for payroll deductions of union dues and initiation fees is established.

- A. Local unions desiring to participate in this plan submit, through and with the approval of the appropriate international union representative and the Council, a written request to the Senior Vice President of Labor Relations of his/her designee.
- B. TVA makes such deductions from an employee's wages only upon receipt by the proper TVA payroll office of the original of the employee's authorization. The union attaches the authorization to the original of the invoice on which TVA is billed for the employee's first deduction under the authorization. The union retains a copy of the authorization. The authorization will be on a mutually agreed-upon standard form. An employee may authorize deductions for only a local of the union which has jurisdiction over the classification in which he/she regularly works. The Senior Vice President of Labor Relations or his/her designee shall supply a sample of the standard forms to the affected unions for reproduction if requested.
- C. So long as the employee remains in a classification within the jurisdiction of the union to which a dues authorization has been made, the authorization shall be irrevocable for a period of one year from the effective date of the original authorization and each annual renewal thereafter. An authorization is automatically renewed annually unless TVA receives a written notice of revocation, with a copy to the union, no more than 60 days before the annual anniversary date of the original authorization. Revocations received by TVA are effective for the month following the annual anniversary date or as soon as possible thereafter. To reinstate payroll deductions, an employee must execute a new authorization. In the event an employee transfers to a classification outside the jurisdiction of the union to which his/her current dues authorization is made, the authorization can be revoked at any time after the transfer by giving written notice to TVA with a copy to the union; such revocations are effective for the dues for the second succeeding month following TVA's receipt of the written notice.
- D. The local union to which the deductions are to be paid will bill the proper TVA payroll office in the manner and on the forms stipulated by TVA. Deductions will be made for each month's dues from wages due for the last payroll period ending in the preceding month.

B-XIV. Medical Benefits Plan

TVA provides a medical benefits plan under which annual trades and labor employees may elect coverage for themselves and their dependents. The plan provides coverage for basic hospital, surgical, medical and major medical benefits. TVA reserves the right to determine the health care delivery system, including the provider, plan financing, networking arrangements, and other carrier-related plan administration features, so long as the basic benefit plan design (i.e., deductibles, co-insurance, out-of-pocket maximums, and percent of expense paid) of each medical plan option is at least equivalent to those which the parties have negotiated.

The dollar amount of TVA's contribution to an employee's cost is negotiated with the Council. TVA will not contribute to family coverage in two medical plans for members of the same family (as defined for medical benefits purposes).

Under the plan, each employee who elects coverage will pay his/her portion of the applicable premium through payroll deductions. The amount paid by the employee is the difference between TVA's contribution applied to his/her type of coverage and the employee's total premium under the plan.

A Trades and Labor Health Care Committee, comprised of an equal number of representatives designated by TVA and the Council, will periodically meet for the following purposes:

1. Continuing evaluation of group medical benefits plans.
2. Evaluation of experience under the plans and recommendations to TVA for proposed changes in costs and benefits.
3. Review of employee claims which have not been satisfactorily settled by the employee and the plan administrator.

B-XV. Leave Without Pay for Union Officers

An employee may request leave without pay to assume a full-time position with a labor organization. The request will be approved by TVA provided it has the approval of the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority. Such leave without pay will be for the period the employee remains in the full-time position. An employee on leave without pay under this provision is treated, for all purposes, the same as other employees on leave without pay, except that TVA will continue to make its contribution to the TVA Retirement System in the employee's behalf if the employee agrees to and does currently reimburse TVA for such contribution.

When an employee on leave without pay under this provision leaves his/her union position, the employee will be entitled to return to a job in his/her classification in his/her organization provided the employee is physically and mentally qualified. The employee must notify the human resource manager within 30 days after he/she leaves his/her union position that he/she is ready to return to work. If the employee's return to active duty requires a reduction in force, the employee will be compared with other employees in the competitive area in accordance with the established provisions for reduction in force.

Upon his/her return to active duty, the employee may make up contributions toward his/her annuity under the TVA Retirement System in accordance with the rules of the system.

B-XVI. Nonnegotiated Items Established by Federal Laws and Regulations

Annual employees are granted benefits in accordance with applicable federal laws and regulations on the following subjects:

1. Annual leave
2. Sick leave
3. Court leave
4. Military leave
5. Official travel
6. Workers' compensation
7. Unemployment compensation
8. Old Age Survivor's Insurance (does not cover TVA employees under Civil Service retirement)
9. Federal Employees' Group Life Insurance
10. Payroll deductions for federal- or state-chartered credit unions and other defined financial institutions

B-XVII. Participation in Rescue Squads

An employee will be given annual leave or leave without pay to participate in work with a rescue squad, provided an official of the squad makes a request for his/her services, and it does not require a replacement.

B-XVIII. Employees Leaving Work in Violation of Article II of the General Agreement

TVA and the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority want and expect local unions as well as local management to help TVA jobs run smoothly. TVA and the Council have considered the problems occasionally caused by groups of employees leaving work in violation of Article II of the General Agreement. Such incidents are unjustified because every problem can be handled under that Agreement. Both parties are expected to abide by it and to correct any mistakes under it as soon as discovered.

Once TVA has determined that employees have left work in violation of the General Agreement, TVA and the Council will jointly investigate the matter. The employee's employment status will be held in suspense, and TVA will notify the officers of the Council and the international representative of the union concerned. The Council and TVA each will appoint members to serve on a joint committee. This committee will go to the job and interview individually each employee who has left work. Except when requested by the committee, no business agent or steward or representative of local management shall be present while the employees are interviewed.

The committee will attempt to (1) determine the cause of the action, (2) determine who was primarily responsible for the action, (3) recommend whether and under what condition it would be appropriate to permit employees to return to work, (4) recommend what statement if any of the action should be placed in the employee's personal history record, and (5) recommend appropriate action against individuals found to have participated in instigating the action or who failed in their responsibility to attempt to prevent the action. Actions taken by TVA in accordance with the recommendations of the joint committee may not be appealed under Supplementary Schedule B-VIII.

B-XIX. Tools Furnished by TVA

A. Tools

TVA furnishes all tools required for maintenance work. Tools assigned to employees will remain the property of TVA. The employee will be responsible for tools assigned to him/her.

The employee must notify his/her supervisor or foreman if tools are stolen or the loss occurs while performing work. A report, signed by the employee and the supervisor or foreman, is prepared explaining the loss, cost, and description of the tools.

When the employee does not report the loss during employment or at the conclusion of employment, TVA is reimbursed by the employee for the cost.

It is TVA's responsibility to (1) determine the number and type of tools TVA employees need to perform the work and (2) inspect tools to determine their condition and replace unsafe, damaged, or worn tools.

Employees are not permitted to bring personal tools on TVA jobs or take TVA tools off the job.

B. International Brotherhood of Electrical Workers

TVA will replace safety straps and body belts as required by linemen and electricians in Transmission/Power Supply. Safety straps and body belts will be provided to journeymen linemen and electricians and apprentices as required who are transferred to or employed in the organization. All such straps and belts will remain the property of TVA. This does not change the present practice in other organizations in TVA.

Each employee will be responsible for all tools assigned to him/her. Tools assigned to employees will remain the property of TVA. Removal of tools from one job site to another job site is permitted by obtaining written approval from the appropriate supervisor.

B-XX. Safety Eyewear Furnished by TVA

Employees who are required to wear protective eyewear of any type will be furnished such equipment by TVA. All safety eyewear furnished by TVA shall conform to the specifications standard, American National Standard Practice for Occupational and Educational Eye and Face Protection (Z87.1-1979).

Employees whose vision requires correction will be furnished corrective-protective eyewear. In such cases, the cost of the prescription lenses and the frame will be borne by TVA. The cost of any eye examination and fitting of the prescription glasses by an eye specialist (ophthalmologist, optometrist, or optician) will be borne by the employee.

When an employee's vision changes and corrective-protective eyewear having a different correction factor is required, it will be furnished by TVA. TVA will also replace at its expense any corrective-protective eyewear broken, damaged, or lost in the normal course of the employee's work. This will include damage due to normal wear and deterioration. Corrective-protective glasses lost off the job will be replaced by the employee at his/her expense; however, he/she may purchase such replacement glasses and frames through established TVA procedures.

If an employee desires more than one pair of corrective-protective glasses on his/her own prescription, he/she may purchase at his/her expense such additional glasses through established TVA procedures.

B-XXI. Affirmative Action

TVA and the Council recognize the need for and wholeheartedly support an effective affirmative action program for recruiting, promoting, and retaining qualified female, minority, and other protected classes of employees. It is further recognized and agreed that the achievement of affirmative action goals is a mutual objective of TVA and the Council.

B-XXII. Health and Safety

All employees will work safely and abide by the health and safety rules and requirements applicable to TVA operations and will use the established procedures for reporting hazardous work potentials.

JOINT UNDERSTANDINGS

Between TVA and the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority

JU-I. Exceptions for Training Purposes to Supplementary Schedules B-V, Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees; and B-X, Pay for Time Spent in Travel (Approved in TVA-Council Meeting, July 17, 1968)

Required Training

When an organization determines that training is needed primarily to get work done more effectively and employees are required to take it, the training is given during the employee's regular bulletined hours of work if possible. Employees who are required to take training outside their regular bulletined hours of work are paid at the rate of one and one-half times the straight-time rate for the time spent in training. If the required training for employees is at a location other than the employee's work station, time spent by the employees in travel outside regular bulletined hours of work and on scheduled rest days is paid for at the rate of one and one-half times the straight-time rate. Exceptions to this may be made by joint agreement with the affected union.

Apprenticeship Training: Related classroom instruction for apprentices will be given during working hours if feasible. If this is not feasible, apprentices are paid at the straight-time rate for time required in organized related classroom training outside bulletined hours. Apprentices are not paid for travel expenses or for time in travel to or from such related training classrooms.

TVA pays other expenses in connection with the training, such as fees, books, and training supplies; and per diem, transportation allowances, and subsistence in accordance with established regulations and agreements.

If the training period at a location other than the employee's work station is scheduled for a minimum of six weeks, the employee is provided, after four weeks, round-trip transportation during a period not to conflict with the training schedule. If training continues beyond six weeks, the employee is provided an additional round trip each four weeks, provided his/her training will continue at least two weeks beyond any given trip.

Applicable per diem, but not travel time outside of bulletined hours, is paid during the time of travel.

Voluntary Training

Employees are informed of opportunities for training which is not required by the organization. This training is optional with employees, and they take it primarily for their own benefit. Such training is normally given outside regular bulletined hours of work. When the training is provided by TVA during regular bulletined hours of work, employees are paid their regular wages. If it is provided outside regular bulletined hours of work, the employees are not paid for the time spent in training.

JU-I. Exceptions for Training Purposes to Supplementary Schedules B-V, Work Schedules, Overtime Pay, and Holidays for Trades and Labor Employees; and B-X, Pay for Time Spent in Travel (Approved in TVA-Council Meeting, July 17, 1968) (continued)

When it is feasible, an employee's bulletined hours of work may be adjusted for training outside TVA. Hours worked outside regular bulletined hours of work, resulting from such adjustment, are paid for at straight-time rates.

When an employee wants voluntary training, TVA determines whether it will pay any of the training expenses and, if so, how much. If the training is given at a location other than the employee's work location, either inside or outside TVA, TVA may pay the necessary travel, per diem, fees, and wages for regularly bulletined hours of work. If TVA pays for travel time, it is paid as provided for in Required Training above.

Outside On-the-Job Training

The bulletined hours of TVA employees who are selected for training with a manufacturer or operating organization outside of TVA to acquire additional skills for the operation or maintenance of new or unusual equipment may be in accordance with the work schedule and attendant workweek of the training organization. General Agreement provisions for premium pay, holiday pay, Sunday pay, shift differential pay, and overtime pay shall be complied with.

JU-II. General Agreement in Event of National Military Emergency (Approved January 31, 1963, TVA-Council Meeting)

In the event of a national military emergency affecting TVA's operations, TVA may act without regard to any provision of the General Agreement, its negotiated supplementary schedules, and other arrangements mutually arrived at if, in its judgment, such action is necessary to provide essential continuity of TVA work, subject to the understandings and limitations listed below:

1. To the extent possible, TVA will consult with the Council before taking such action.
2. If prior consultation is not possible, TVA will notify the Council of any such action as soon as it is practicable to do so.
3. Such action will be limited to the minimum deviation necessary to provide continuity of work and will be limited to that part of TVA's work that is affected by the national emergency.
4. Existing provisions of the General Agreement will again be in effect as soon as necessity for the deviation has passed, whether or not the national emergency has ended.

JU-III. Paydays for Annual Employees

Trades and labor annual employees are paid bi-weekly on Monday. Each regular pay check includes straight-time pay for the pay period ending on the previous Sunday and overtime and other pay for the preceding pay period. Ordinarily the checks are delivered to the employees on TVA time. However, employees who are not working on payday or employees who are working the evening or night shift sometimes come in on their own time to get their pay rather than wait until their next scheduled work shift, and some employees at their request receive their check by mail.

When Monday payday is a holiday, the following day, Tuesday, will be the payday.

TVA and the Council encourage the employees to deposit their checks by direct deposit. Furthermore, both parties recognize that all federal laws applicable to direct deposit will be adhered to.

JU-IV. Protective Clothing (Approved January 20, 1970, TVA-Council Meeting)

It is established TVA practice that, where necessary for the protection of employees, protective clothing is provided. The organizations in TVA have the authority and responsibility to determine the need for and, if necessary, provide suitable protective clothing for their employees.

JU-V. Joint Understanding on Chemical Plant Maintenance Work (Approved April 24, 1975)

A. Performance of Maintenance Work

Chemical plant maintenance work is performed by crews as provided by Article VI of this Agreement with the following understanding:

Maintenance journeymen in crews will be assigned to any work they can perform safely and efficiently.

B. Chemical Plant Operators

Chemical plant operators make adjustments and repairs of equipment they operate and perform other work related to plant operations as is now being performed.

JU-VI. Addendum on Scheduling Maintenance Work

Under Supplementary Schedule B-V:A, TVA may schedule fixed or rotating shifts on day, evening, or night shifts, including Saturday and Sunday.

JU-VII. Personal Annual Leave

The purpose of this provision is to allow employees on rotating shifts annual leave when normal annual leave cannot be granted or a personal emergency does not exist.

- A. A maximum of three shifts per year may be granted to employees who normally work rotating shift schedule.
- B. Personal Annual Leave (PAL) must be taken for the full regularly scheduled shift.
- C. A maximum of two consecutive days can be taken.
- D. Leave cannot be taken under the PAL policy in conjunction with holidays recognized in the contract.
- E. When PAL creates a vacant shift that is subsequently filled with voluntary overtime, personal leave may not be canceled by the employee making the request for the leave.
- F. When PAL creates a vacant shift that requires forcing over an employee, personal leave may be canceled by the personal leave requester provided proper notification is made to the shift supervisor, and the employee reports for work at the scheduled beginning time of the shift.
- G. PAL will be granted on a "first come first served" basis using direct voice or written communication with the shift supervisor on duty.
- H. Employees requesting PAL must notify the supervisor at least four hours before the beginning of the PAL shift.

JU-VIII. Joint Training Programs

TVA and the Council recognize the need for well-trained and highly qualified employees to ensure effective and competitive operations (see Article XI).

Training programs designed to qualify employees for operations and maintenance work will be planned and administered jointly, except for training which is covered by federal law or regulation. Each annual trades and labor employee will be provided training through the TVA Journeyman Level consistent with his or her craft representation. TVA Journeyman Level training will emphasize skills gained through traditional craft (local union) training programs which are utilized in TVA work. Joint training committees will be formed to develop and administer the training programs.

To that end, TVA and the Council have agreed to develop training programs which incorporate the following fundamental principles:

Selection of Trainees

The best qualified individuals will be selected for training programs on the basis of overall merit and efficiency.

1. Minimum qualification standards for the entry point of the training program are determined by TVA. Such determinations shall be reasonable and based upon the needed content of the position for which the applicant/employee is competing.
2. Aptitude tests will be administered.
3. Trainees for the entry point of the training program will be jointly selected from the most qualified of those who meet the predetermined criteria.

Selection of Trainees for Cross-Craft, Multiple Skill and Other Training

1. TVA may train annual trades and labor employees for cross-craft, multiple skills and other training. Selections for such employees shall be in accordance with Article III of the General Agreement.
2. There will be no "up or out" requirement for annual trades and labor employees employed by TVA before the effective date of the revised General Agreement. Employees entering an annual trades and labor position after the effective date of the revised General Agreement will be required to progress.
3. TVA and the Council will establish premiums above the TVA Journeyman Level wage rates to be paid to employees for attainment of Cross-Craft Multiple Skills.
4. TVA determines curriculum for Cross-Craft Multiple Skill and other training.

Designation of Instructors

Instructors for training programs will have both the job-related and instructional skills required to be effective.

JU-VIII. Joint Training Programs (continued)

1. Instructors will be required to have job-specific knowledge of the skill area and have passed required skill tests; and
2. Instructors will be certified on a continuing basis in instructional skills and methods.

Length of service (seniority) is not the determinative factor in selecting individuals to fill instructor positions.

It is the joint committee's intent to designate fully qualified and certified bargaining unit employees as instructors when available and to make every effort to maintain that availability. TVA and the Council will periodically meet to discuss training needs. However, fully qualified and certified management employees are not precluded from serving as instructors.

Training Progression

Trainee or apprentice progress will be rigorously assessed on a periodic basis based on demonstrated job knowledge.

Upon successful completion of a specific training program, the trainee or apprentice will be placed into the appropriate journeyman-level position.

Testing

TVA determines test content and pass/fail criteria. Such determinations shall be reasonable and based upon the requirements of the position for which the applicant/employee is competing. Joint administration of tests is for the purpose of ensuring fairness in testing.

Nuclear Power Training Programs

Current Nuclear Power training practices with respect to instructor certification, curriculum, trainee progression, and general administration will continue to be handled through the joint training process.

Fossil and Hydro Training

The Fossil and Hydro Power Joint Training Plan defines processes and standards for general administration, selection of trainees, instructor selection and certification, trainee progression, and an overall systematic training methodology and will continue to be handled through the joint training process.

Transmission/Power Supply_Apprentice Programs

Electrician and lineman apprentice programs within Transmission Construction will continue to be handled through the joint training process. (See JU-IX.)

JU-VIII. Joint Training Programs (continued)

Facilities and Realty Management Training Program

The Facilities and Realty Management Training Program defines processes and standards for general administration, selection of trainees, instructor selection and certification, trainee progression, and an overall systematic training methodology, and will continue to be handled through the joint training process.

Other TVA Training Programs

Qualifying training programs in other TVA organizations will be designed and administered in general conformance with the principles outlined above.

JU-IX. Transmission/Power Supply Apprentice Programs

An adequate system of apprenticeship standardization shall be established and maintained for apprentices employed in Transmission/Power Supply. A Central Joint Council on Apprenticeship shall be maintained for this purpose consisting of an equal number of representatives of TVA and the Council. The minimum standards of apprenticeship adopted by the Central Joint Council shall conform to the standards or be subject to the approval of the Federal Committee on Apprenticeship.

Memorandum of Understanding
between
Tennessee Valley Authority
and the
Trades and Labor Council for Annual Employees of the Tennessee Valley Authority
Regarding
**TRANSITION TO MULTIPLE SKILL CLASSIFICATIONS IN
TVA NUCLEAR AND FOSSIL POWER GROUP
FOR EMPLOYEES REPRESENTED BY BOILERMAKERS, IBEW, MACHINISTS AND U.A.**

Tennessee Valley Authority (TVA) and the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority (Council) recognize that performance of cross-craft multiple skill tasks will help TVA and its employees remain competitive; and that by broadening employees' skills, many of the handoffs that cause delays and interruptions in work processes will be reduced. The parties further recognize that by multi-skilling, TVA will become increasingly efficient in providing safe and reliable power; the work force will be more productive and more flexible with any adjustment in the size of the work force typically accomplished through hiring and attrition.

TVA and the Council agree to establish new, multiple skill classifications to support TVA's business direction. Since qualifications associated with the multiple skill classifications are different from those of classifications existing prior to the execution of the November 3, 2000, Revised General Agreement, there will be a period of transition. The following is a general description of the transition phases:

Preparation Phase - The multi-skill concept and minimum qualification standards will be developed and communicated. Current employees will be surveyed on their wishes to participate.

Transition Phase - Current employees who wish to participate will be given the opportunity to broaden their skills through multi-skill training. Current employees will remain in classifications existing prior to the execution of the November 3, 2000, Revised General Agreement until the end of the transition period. At the end of the transition period, each participating current employee will be given a new multi-skill classification commensurate with the level of qualification attained, to Level II, Level III, or Level IV.

Multi-skill Phase - Current employees will have completed transition. Current employee-participants, and future employees will be working in multi-skilled positions.

It is further understood that all eligible annual trades and labor employees who are currently employed in TVAN and FPG will be given the opportunity to participate in the multi-skill program.

The parties agree to following for beginning the Transition Phase:

1. General description of job functions and required skills of the Multi-Skill Technician positions are attached in Exhibit A. [3-column pages]
2. Job Descriptions for Multi-Skill Technician positions are attached in Exhibit B.

3. The Joint Training Plan covering Chief Operating Officer Organization employees will be revised to reflect the November 3, 2000, Revised General Agreement and this MOU, targeted for completion within six months of the date of this MOU. The Multi-Skill training program will be jointly administered by Local Subcommittees monitoring and evaluating trainee progress.
4. Each employee will be provided training through the TVA journeyman level consistent with his or her craft representation, with emphasis on skills which are utilized in TVA work. TVA will determine the curriculum for the Multi-Skill training program for all levels of trainees, with input from employees and their union representatives. Curriculum is defined as length of training, content, topic, type, pass/fail criteria, and test content, including length of test period.
5. Other training will be developed and administered by TVA, which includes training related to hardware changes, regulatory requirements, procedural changes, continuing requalification, supporting business needs and personal development.
6. TVA intends to utilize fully qualified and certified bargaining unit employees as instructors; therefore, a pool of bargaining unit employees will be jointly designated as instructors. When fully qualified and certified bargaining unit employees are not available to conduct training activities, instructors from qualified outside vendors and nonbargaining unit employees may be utilized. Management determines the qualifications required for instructors. Instructors selected by the Local Subcommittee will be assigned by management to conduct training activities. Any disputes over training-related matters, including selection of instructors, but not including selection for filling vacant or training positions, will be resolved by the Joint Training Committee and will not be subject to resolution through the Supplementary Schedule B-VIII Grievance Adjustment Procedure.
7. The Transition Phase will begin on the date this MOU is executed by TVA and the Council, and end on a date to be jointly established following the completion of the Preparation Phase. A target of ___ years after program development should be a good reference for planning.
8. Current employees who participate will be afforded the opportunity to become multi-skilled. Multi-Skill Training activities at each plant will be scheduled to provide training to each participating employee in order to progress in a timely manner while continuing production activities during the Transition Phase and using plant seniority in classification to determine earliest placement.
9. Each current employee will be given credit for experience in his/her current craft classification. Other experience will be evaluated and tested in accordance with the 2000 Revised General Agreement and this MOU for determinations of Technician level placement and training needs. Any questions about assessment of other experience will be handled through the Local Subcommittee.
10. Level of entry into the training program will be determined by the individual's qualifications. Following the Transition Phase, current and future employees may progress as trainees to Level III Technician as they become qualified, without advertisement for the position. Following the Transition Phase, vacant positions at Level IV will be filled in accordance with the General Agreement. Future employees (those hired after November 3, 2000, and those

transferring across organizations after November 3, 2000, into a Multi-Skill position requiring training) will progress as trainees to Level III Technician as they become qualified, without advertisement for the position. As they become qualified, current and future employees may be assigned and will perform cross-craft multiple skill work.

11. The jointly established wage rates are as follows:

Utility Trainee	70% of journeyman level
Trainee 1 st Period	70% of journeyman level
Trainee 2 nd Period	77.5% of journeyman level
Trainee 3 rd Period	85% of journeyman level
Trainee 4 th Period	90% of journeyman level
Trainee 5 th Period	100% of journeyman level
Level II Technician	(surveyed) journeyman level
Level III Technician	5% above journeyman level
Level IV Technician	10% above journeyman level
Level V Technician	12% above Level IV Technician

Each individual classified as Utility Trainee is designated to one of four labor organizations for representational purposes: Boilermakers, IBEW, Machinists, or U.A. TVA may employ an individual classified as Utility Trainee for no longer than six months, absent agreement between TVA and the Council for an extended period. An individual offered employment as a Utility Trainee has the option to delay employment until training is scheduled to begin, or TVA may employ the trainee effective on the date training is scheduled to begin, at which time the trainee would be classified as Trainee 1st Period.

12. Future employees (as defined in Paragraph 10 above) must progress to Level III Technician as a condition of continued employment (“up or out”). Level III Technician is considered the primary level for future employees. Future employees’ participation in Multi-Skill training beyond Level III Technician and current employees’ participation in all levels of Multi-Skill training will be based on each individual’s desire and ability; and dependent upon TVA’s needs for these skills, except as further discussed in Paragraph 13 below.
13. TVA will determine the appropriate numbers at each level based upon the analysis of work performed in a Multi-Skill environment, treating multi-skill employees in a fair and reasonable manner. During the Transition Phase, current employees may progress as trainees to Level IV Technician as they become qualified, without advertisement for the position. The Committee on FPG and TVAN Classification Transition will consider extending the Transition Phase for any current employee who has not been permitted sufficient training time due to circumstances beyond his/her control (e.g., TVA assigned workload, extended illness, extended Reserve/Guard assignment, etc.). After the conclusion of the Transition Phase, TVA will determine vacancies in Level IV and Level V Technician positions, and such vacant positions will be filled in accordance with the General Agreement and this MOU. The Committee will meet as needed during the Transition Phase to review the implementation of Multi-Skill training.
14. Expectations for reasonable progress will be established within the goals and concepts of the TVAN and FPG Multi-Skill Training Programs. TVA recognizes that not all current employees will successfully proceed through the Multi-Skill Training Programs and that some current employees may decline to participate; such employees will be placed in Level II Technician positions at the end of the Transition Phase.

15. TVA is required to pay prevailing wage rates. TVA and the Council will continue to survey and negotiate annually to establish the prevailing rates of pay. The parties will continue to jointly determine the jobs to be surveyed. The journeyman level jobs will continue to be surveyed until TVA and the Council determine that multi-skilling is prevalent in the industry.
16. Current employees holding foreman positions will be given the opportunity to train to the highest multi-skill level they can attain during the Transition Phase. At the end of the Transition Phase, these employees will be reclassified to the highest multi-skill level for which they are qualified. Current employees holding foreman positions, who do not participate in multi-skill training and/or do not qualify for a multi-skill position, will be reclassified to Level II Technician at the end of the Transition Phase, and their wage rates will be red circled until the Level II Technician wage rate equals or exceeds the red-circled foreman wage rate.
17. Current annual trades and labor employees other than those represented by the Boilermakers, IBEW, Machinists, or U.A. will be given the opportunity to apply for multi-skill trainee positions under the same conditions as future employees as defined in Paragraph 10 above, and as participants in the multi-skill program, will be designated to one of these four labor organizations for representational purposes.
18. If a plant closure or "unit retirement" occurs during the Transition Phase, the Committee on FPG and TVAN Classification Transition will meet and discuss the effects on employees who are participating in the multi-skill programs.
19. Employees stationed at an incomplete plant will not be eligible to participate in the multi-skill programs while they are stationed at the incomplete plant. If an employee who is stationed at an incomplete plant as of the beginning of the Transition Phase transfers to a another site in the same organization where multi-skill programs are offered, he or she will have the opportunity to participate in the multi-skill program as a current employee. If TVA completes Bellefonte Nuclear Plant during the Transition Phase, the Committee on FPG and TVAN Classification Transition will meet and discuss matters related to the multi-skill programs for employees affected by such completion.
20. The positions of Gas & Diesel Mechanics in Heavy Equipment Division and all positions in the Power Service Shops will not be multi-skilled at this time. If FPG determines that these positions need to be multi-skilled during the Transition Phase, the Committee on FPG and TVAN Classification Transition will meet and discuss matters related to the multi-skill programs for employees affected by such determination.

(original signed by)
10/20/00

10/20/00

(original signed by)

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

(Dated)

James D. Pullin
Administrator
Trades and Labor Council for Annual
Employees of the Tennessee Valley Authority

(Dated)

(original signed by) 10/20/00
10/20/00

William R. Elrod (Dated)
International Representative - CD
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers

(original signed by)

Carl Lansden (Dated)
International Vice President, Tenth District
International Brotherhood of Electrical Workers

(original signed by) 10/20/00
10/20/00

Stephen E. Farner (Dated)
International Representative
Laborers' International Union of
North America

(original signed by)

W. Edward Pierce (Dated)
Grand Lodge Representative
International Association of Machinists and
Aerospace Workers

(original signed by) 10/20/00
10/20/00

Steve C. Stutts (Dated)
International Representative, Region No. 4
International Union of Operating Engineers

(original signed by)

Charles F. Ashley (Dated)
International Representative
United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada

(original signed by) 10/20/00
10/20/00

H. Keith Fogleman (Dated)
General Manager
TVA Nuclear
Tennessee Valley Authority

(original signed by)

D. L. Pete Johnson (Dated)
Manager, Fossil Power Group
Employee Relations
Tennessee Valley Authority

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10/20/00

Heather McClure (Dated)
Specialist
Labor Relations
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Katherine J. Welch (Dated)
Manager, TVA Nuclear
Employee Relations
Tennessee Valley Authority

Glossary of Terms

current employees	annual trades and labor employees who are employed as of November 3, 2000, and who remain in their same TVA organization during the Transition Phase and Multi-Skill Phase
curriculum	length of training, content, topic, type, pass/fail criteria and test content including length of test period
future employees	annual trades and labor employees who are hired on or after November 3, 2000, and those who move between TVA organizations on or after November 3, 2000
joint administration	joint selection of trainees for the entry point of the training program based on the predetermined criteria; monitoring and evaluating progress of trainees in the Multi-Skill training program; selection of qualified bargaining unit employees for the instructor pool
other training	training related to hardware changes, regulatory requirements, procedural changes, continuing requalification, supporting business needs, and personal development
trainee progress	successful completion of training activities such that the trainee will timely achieve qualifications for the next consecutive Multi-Skill Technician level
up or out	“future employees” will be required to progress to Level III Technician as a condition of continued TVA employment

NOTE: Attachments omitted from printed contract.

OCTOBER 16, 2000

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
TENNESSEE VALLEY AUTHORITY
AND THE
TRADES AND LABOR COUNCIL FOR ANNUAL EMPLOYEES OF THE
TENNESSEE VALLEY AUTHORITY (ANNUAL COUNCIL)
REGARDING
TRANSITION TO MULTIPLE SKILL CLASSIFICATIONS IN
**RIVER SYSTEMS OPERATIONS & ENVIRONMENT/RIVER OPERATIONS
FOR EMPLOYEES REPRESENTED BY IAM, IBEW, AND U.A.**

MULTI-SKILL CLASSIFICATIONS AND TRANSITION PERIOD

This Agreement covers River Operations (RO) employees represented by the

- International Association of Machinists and Aerospace Workers (IAM);
- United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, (U.A.); and
- International Brotherhood of Electrical Workers (IBEW) (excluding those IBEW positions not in the former Hydro Operations Organization)

This MOU is developed in concert and in parallel with negotiations between TVA and the Annual Council for a revised General Agreement to include provisions for multi-skilling. The result of such negotiations are included in the November 3, 2000, Revised General Agreement (General Agreement.)

Definition of terms utilized in this MOU can be found in Exhibit E.

This MOU supersedes all previous letter agreements, MOUs, and understandings including those listed in Exhibit G.

Staying ahead in an increasingly competitive industry and changing regulatory environment requires new and innovative ideas. Also for innovative ideas to be effectively implemented, TVA's management, employees, and unions must work diligently together. This is particularly true in areas involving increasing the skills of the work force.

River Operations and the Annual Council have agreed and recommend that multi-skill classifications be established as new positions with associated qualification/skills required at each level within the new classifications. It is further agreed that classifications existing prior to the execution of the General Agreement do not require the same qualifications/skills; therefore, a transition period will be required for the current work force to be trained and qualified for the multi-skill classification. The phases will be as follows:

Preparation Phase - The multi-skill concept, along with qualification requirements, will be developed during this phase. The Current Work Force will be surveyed on their intent to participate.

Transition Phase - Qualification and training for the Current Work Force will be implemented. The Current Work Force will remain in their classifications existing prior to the execution of the General Agreement until the end of the Transition Phase -- at that time each craft will be changed to the new multi-skill classifications depending upon the level of qualification attained. Due to the different levels of training required for each classification, Transition Phase duration will be established for each current classification.

Multi-skill Phase - Current Work Force will have completed transition and will be working in multi-skilled positions and paid accordingly.

River Operations intends to automate 29 conventional Hydro plants by the year 2005. It is desirable to handle reductions associated with automation through hiring and attrition. To effectively accommodate this, River Operations will attempt, as a matter of policy, to not fill positions as they are vacated in order to assist in meeting its ultimate work force headcount reduction of approximately 100 positions by the year 2005. After obtaining concurrence from the appropriate Annual Council Representative or Alternate, temporary vacancies may be filled through temporary relocations, temporary promotions from qualified sources (e.g., senior qualified Hydro operators for senior operator position), temporary hires from union hall referral, and retirees. In addition, as Senior Operator positions in staffed Hydro plant control rooms performing shift work are displaced and are filled internally to River Operations, modified relocation procedures, as shown in Exhibit C1 - C3, will be used to minimize the impact of relocations.

It is further understood that all eligible River Operations Annual T&L employees in the Current Work Force will be given the opportunity to participate in the multi-skill program.

Competitive areas for the work force will be structured in accordance with the General Agreement.

The following understandings constitute this agreement and basis for beginning the work force transition at a jointly agreed to date:

1. Job Descriptions for Technician Levels I, II, III, IV and Lead Technician are contained in Exhibit A1 - A5.
2. Development of the River Operations Multi-Skill Training Qualification Program by a joint River Operations/Annual Council Classification Transition Committee (Committee) will be targeted for completion within an agreed period of time. At the jointly agreed to date, the Transition Phase will begin. Implementation and administration of the River Operations Multi-Skill Training Qualification Program will fall within the current craft training guidelines, including the Joint Training Plan and will be modified as these guidelines may further be amended by the Parties or through future negotiations of the General Agreement. General concept and criteria of the River Operations Multi-Skill Training Qualification Program is contained in Exhibits B1 - B2.

The Duration of the Transition Phase where the River Operations Multi-Skill Training Qualification Program will be fully implemented has not been sufficiently established to determine a definite time frame for completion of employee training and certification into the new multi-skill positions. A target of 24 months after training program development is a good reference for conducting the training, but the duration of the Transition Phase will be established during the Preparation Phase.

3. Implementation and scheduling of the River Operations Multi-Skill Training Qualification Program activities will be to provide the training to each employee as timely as possible during the Transition Phase while continuing production activities.
4. Credit for each employee's Current Classification will be recognized. For a multi-skill participant to obtain credit for prior experience and training, he/she must petition their Local Subcommittee (LS) for such credit in accordance with the Addendum to the Joint Training Plan, paragraph (XI F).
5. Entry level employees will be sought from within TVA, craft union halls, or individuals who meet the criteria for selection into the River Operations Multi-Skill Training Qualification Program. Level of entry will be determined by individual's qualifications. Trainees will be promoted up to and including Level III as they become qualified, without advertisement for the position. Selection for promotion to Level IV and Lead Technician will be administered in accordance with the General Agreement.
6. The River Operations Multi-Skill Training Qualification Program shall be determined by the length of the multi-skill training requirements. The rate of wages shall be established on the rate of pay of journeyman as follows:

Level I

- Utility Trainee – 70 percent of Journeyman Level
- Trainee 1st period – 70 percent of Journeyman Level
- Trainee 2nd period – 77.5 percent of Journeyman Level
- Trainee 3rd period – 85 percent of Journeyman Level
- Trainee 4th period – 90 percent of Journeyman Level

Level II

- Trainee 5th period – 100 percent of Journeyman Level

An operator or journeyman enters the Training Program at Level II with a rate of pay equivalent to 100 percent of Journeyman's rate of pay. River Operations may employ an individual classified as Utility Trainee for no longer than six months, absent agreement between River Operations and the Annual Council for an extended period. An individual offered employment as a Utility Trainee has the option to delay employment until training is scheduled to begin, or TVA may employ the trainee effective on the date training is scheduled to begin, at which time the trainee would be classified as Trainee 1st Period.

7. Classification level to be considered as the primary Hydro Technician level will be the Level III Technician. All New Hires into the multi-skill program would progress and obtain training and qualification certification to reach Level III as a minimum. Participation in training and qualification for Current Work Force and New Hires beyond Level III would be based on each individual's desire and ability to go beyond Level III and River Operations' needs for these skills except as further discussed in numbered paragraph 8 below for employees in the Current Work Force.

All New Hires will take and, in certain cases as described below, must qualify on the EEI Test. (See definitions Exhibit E.)

- A. New Hires that enter RO by an internal selection process from another TVA organization must sign an agreement to participate in the River Operations Multi-Skill Training Qualification. (See Exhibit H.) New Hires that enter River Operations from another TVA organization must take the EEI Test. The EEI will be taken to allow the transferee an opportunity to assess his/her skills in anticipation of entering the multi-skill technician training program. (See Exhibit B2.)
 - B. New Hires from outside TVA (i.e., Journeymen from union halls and two-year degree candidates) will take any required entrance testing as provided by the General Agreement for technician and trainee positions. As stated above in paragraph 7, New Hires from outside TVA must, as a condition of employment, attain Level III Technician as a minimum (See Exhibit B2). Those New Hires who do not satisfactorily complete the training requirements for Level III Technician will be removed from the Multi-Skill Training Qualification Program and have their employment terminated.
 - C. Journeymen referred from the Union Hall will not be required to take the EEI Test.
8. River Operations will make final determination of appropriate numbers based upon an analysis of the work force performing in a multi-skill environment treating multi-skill employees in a fair and reasonable manner. River Operations and the Annual Council agree that for the Current Work Force, during the applicable Transition Period only, whomever meets the qualifications for Level IV will be promoted to Level IV at the end of the Transition Phase without advertisement for the position. The Committee will consider extending the Transition Phase for any employee in the Current Work Force who has not been permitted sufficient training time due to circumstances beyond his/her control (e.g., TVA-assigned workload, extended illness, extended Reserve/Guard assignment, etc.). At the conclusion of the Transition Phase, the Committee shall permit any employee in the Current Work Force not given the opportunity to receive the training due to circumstances beyond the employee's control adequate opportunity to receive the training. The Committee will periodically, not less than quarterly, review the status and progress of training during the Transition Phase. After the Transition Phase, Level IV positions will be filled by the vacancy announcement process as vacancies are identified by River Operations.
 9. River Operations intends that all employees receive multi-skill training and qualifications. In addition, expectations for reasonable progress will be established within the goals and concepts of the River Operations Multi-Skill Training Qualification Program along with the incentive for participation in the training program (see numbered paragraph 14). River Operations recognizes that not all of the employees in the Current Work Force will proceed through the River Operations Multi-Skill Training Qualification Program as desired. The Committee may agree to exclude employees based upon but not limited to the following circumstances:
 - Individuals in the work force who elect not to take training because of having personal plans to leave TVA within one year after the Transition Phase.

Note: These employees would remain in their current job classification and rate of pay during that period. Individuals in this category who subsequently elect to stay beyond one year from the end of the Transition Phase will perform work and be paid in accordance with the provisions of this agreement as they apply to other employees in the Current Work Force in their classification who do not take the multi-skill training.

- Individuals in the work force who lack the skills and ability to achieve Level III.

Note: These employees would remain in their current job classification and rate of pay during the Transition Phase. Individuals in this category at the end of the Transition Phase will perform work and be paid in accordance with the provisions of this agreement as they apply to other employees in the Current Work Force in their classification who do not take the multi-skill training.

10. TVA is required to pay prevailing wage rates. After the Transition Phase, wage compensation for the different multi-skilled technician levels will be determined based upon a percentage established above that of Level II (Journeymen) wage rate consistent with the annual wage determination process for trades and labor positions within the General Agreement.

A. Initial Wage Rates for Hydro Technician Series, FY2001

Level II	100 percent (surveyed) Journeyman rate
Level III	7 percent above Journeyman rate
Level IV	18 percent above Journeyman rate
*Level IV Non-automated Plant Senior Operator Hydro	22 percent above Journeyman rate
Lead Technician	25 percent above Journeyman rate
*Level III RPS Plant Operator (multi-skilled position)	5 percent above Technician Level III rate
Level IV RPS Plant Senior Operator	no change with current wage rate practice

* Only paid when filling operation shift in control rooms that are staffed 24 hours per day.

- B. Senior Operators in the Current Work Force who complete all required training and achieve Level IV during the Transition Phase will continue to be paid at the 22% above journeyman rate until the first full pay period in January 2005, the projected end of the Hydro Automation Project. At that time, their pay will be as follows:

- *CY 2005: 20 percent above the journeyman level
- *CY 2006: 18 percent above the journeyman level

* In no event will individuals in this situation receive a reduction in pay

These rates will become effective with the beginning of the first full pay period in each of the respective calendar years. Individuals receiving these rates will continue to receive these rates of pay until the rate for Level IV Technician reaches this rate, at which time the nonstandard rate will be eliminated.

In the event current employees holding the position of Senior Operator - Hydro who attain Level IV Technician are still receiving these nonstandard rates if TVA and the Council determine that multi-skilling is prevalent in the industry, those employees will continue to receive these nonstandard rates in effect at that time until the Level IV Technician reaches their nonstandard rate.

- C. Any Senior Operator who does not participate in the multi-skill training may be continued in that classification to the end of the Automation Program as River Operations determines that this resource is needed; however, when not performing Senior Operator shift duties, their pay would be Red Circled at the end of the one year past the Transition Phase until their pay was exceeded by Level II rate of pay. Where Senior Operator work may not be available, they would perform Level II work or other work for which they are qualified. When performing Senior Operator shift duties, they would be paid Level IV Non-automated Plant Senior Operator rate of pay. Senior Operators not participating in the Multi-Skill Training Qualification Program will always be the first to be transferred if a vacant Senior Operator position needs to be filled as described in Exhibit C1 - C3.
 - D. As Senior Operator Hydro positions are no longer needed to fill nonautomated plant control rooms, the Senior Operators in the Current Work Force who participate in the training but do not achieve Level IV during the transition, rate of pay will be Red Circled until the individuals rate of pay associated with the Technician Level attained reaches or exceeds Level IV Non-automated Plant Senior Operator Hydro rate of pay.
 - E. For Foremen who do not attain Lead Technician qualifications during the Transition Phase, their rate of pay will be Red Circled until the individuals rate of pay associated with the Technician Level attained reaches or exceeds Foreman pay.
 - F. Current Employees, other than Senior Operators, who chose not to take training will perform work at Level II or work for which they are qualified to perform. Their pay will be Red Circled until their pay is exceeded by Level II pay.
11. Senior Operator functions on nonautomated plants will be provided by qualified employees who are selected using the process shown in Exhibit C.
 12. Raccoon Mountain Pumped Storage Plant (RPS) will be included in the multi-skilled program with the RPS Senior Operator and Operator Hydro as separate classifications (e.g., Level IV RPS Senior Operator) with responsibilities to operate RPS during shift operations. Vacant positions will be filled utilizing the process proscribed in the current General Agreement; however, candidates for openings for RPS Senior Operator, Level IV will be those who have met qualification requirements from the following groups:
 13.
 - First from former Senior Operators who have operated at conventional plants
 - Second from Level III (RPS Operator) and accredited Operators Hydro
 - Third from Level IVs

Candidates for openings for RPS Operator, Level III, will be those who have met qualifications requirements from the either of the following groups:

 - Level IIIs at RPS
 - Former Operators Hydro operating at conventional plants.
 13. Supervision during the Transition Phase (foreman versus Senior Operator) will be as currently practiced. After the Transition Phase, the Lead Technician or Technician Level IV, as may be appropriate, will supervise employees at automated conventional Hydro plants.

(original signed by) 10/20/00
10/20/00

William R. Elrod (Dated)
International Representative - CD
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers

(original signed by)

Carl Lansden (Dated)
International Vice President, Tenth District
International Brotherhood of Electrical Workers

(original signed by) 10/20/00
10/20/00

Stephen E. Farner (Dated)
International Representative
Laborers' International Union of
North America

(original signed by)

W. Edward Pierce (Dated)
Grand Lodge Representative
International Association of Machinists and
Aerospace Workers

(original signed by) 10/20/00
10/20/00

Steve C. Stutts (Dated)
International Representative, Region No. 4
International Union of Operating Engineers

(original signed by)

Charles F. Ashley (Dated)
International Representative
United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada

(original signed by) 10/20/00

James D. Pullin (Dated)
Administrator
Trades and Labor Council for Annual
Employees of the Tennessee Valley
Authority

NOTE: Attachments omitted from printed contract.

Memorandum of Understanding
between
Tennessee Valley Authority
and the
Trades and Labor Council for Annual Employees of the Tennessee Valley Authority
Regarding
**TRANSITION TO MULTIPLE SKILL CLASSIFICATIONS IN
TVA FOSSIL POWER GROUP YARD OPERATIONS
FOR EMPLOYEES REPRESENTED BY BOILERMAKERS, IBEW, MACHINISTS,
OPERATING ENGINEERS, AND U.A.**

Tennessee Valley Authority (TVA) and the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority (Council) recognize that performance of cross-craft multiple skill tasks will help TVA and its employees remain competitive; and that by broadening employees' skills, many of the handoffs that cause delays and interruptions in work processes will be reduced. The parties further recognize that by multi-skilling, TVA will become increasingly efficient in providing safe and reliable power; the work force will be more productive and more flexible with any adjustment in the size of the work force typically accomplished through hiring and attrition.

TVA and the Council agree to establish new, multiple skill classifications to support TVA's business direction. Since qualifications associated with the multiple skill classifications are different from those of classifications existing prior to the execution of the November 3, 2000, Revised General Agreement, there will be a period of transition. The following is a general description of the transition phases:

Preparation Phase - The multi-skill concept and minimum qualification standards will be developed and communicated. Current employees will be surveyed on their wishes to participate.

Transition Phase - Current employees who wish to participate will be given the opportunity to broaden their skills through multi-skill training. Current employees will remain in classifications existing prior to the execution of the November 3, 2000, Revised General Agreement until the end of the transition period. At the end of the transition period, each participating current employee will be given a new multi-skill classification commensurate with the level of qualification attained, to Level II, Level III, or Level IV.

Multi-skill Phase - Current employees will have completed transition. Current employee-participants, and future employees will be working in multi-skilled positions.

It is further understood that all eligible annual trades and labor employees who are currently employed in FPG Coal Yard Operations will be given the opportunity to participate in the multi-skill program.

The parties agree to following for beginning the Transition Phase:

1. General description of job functions and required skills of the Multi-Skill Technician positions are attached in Exhibit A. [3-column pages]
2. Job Descriptions for Yard Multi-Skill Technician positions are attached in Exhibit B.

3. The Joint Training Plan covering Chief Operating Organization employees will be revised to reflect the November 3, 2000, Revised General Agreement and this MOU, targeted for completion within six (6) months of the date of this MOU. The Multi-Skill training program will be jointly administered by Local Subcommittees monitoring and evaluating trainee progress.
4. Each employee will be provided training through the TVA journeyman level consistent with his or her craft representation, with emphasis on skills which are utilized in TVA work. TVA will determine the curriculum for the Multi-Skill training program for all levels of trainees, with input from employees and their union representatives. Curriculum is defined as length of training, content, topic, type, pass/fail criteria, and test content, including length of test period.
5. Other training will be developed and administered by TVA, which includes training related to hardware changes, regulatory requirements, procedural changes, continuing requalification, supporting business needs and personal development.
6. TVA intends to utilize fully qualified and certified bargaining unit employees as instructors; therefore, a pool of bargaining unit employees will be jointly designated as instructors. When fully qualified and certified bargaining unit employees are not available to conduct training activities, instructors from qualified outside vendors and non-bargaining unit employees may be utilized. Management determines the qualifications required for instructors. Instructors selected by the Local Subcommittee will be assigned by management to conduct training activities. Any disputes over training-related matters, including selection of instructors, but not including selection for filling vacant or training positions, will be resolved by the Joint Training Committee, and will not be subject to resolution through the Supplementary Schedule B-VIII Grievance Adjustment Procedure.
7. The Transition Phase will begin on the date this MOU is executed by TVA and the Council, and end on a date to be jointly established following the completion of the Preparation Phase. A target of ___ years after program development should be a good reference for planning.
8. Current employees who participate will be afforded the opportunity to become multi-skilled. Multi-Skill Training activities at each plant will be scheduled to provide training to each participating employee in order to progress in a timely manner while continuing production activities during the Transition Phase and using plant seniority in classification to determine earliest placement.
9. Each current employee will be given credit for experience in his/her current craft classification. Other experience will be evaluated and tested in accordance with the 2000 Revised General Agreement and this MOU for determinations of Technician level placement and training needs. Any questions about assessment of other experience will be handled through the Local Subcommittee.
10. Level of entry into the training program will be determined by the individual's qualifications. Following the Transition Phase, current and future employees may progress as trainees to Level III Technician as they become qualified, without advertisement for the position. Following the Transition Phase, vacant positions at Level IV will be filled in accordance with the General Agreement. Future employees (those hired after November 3, 2000, and those transferring across organizations after November 3, 2000, into a Multi-Skill position requiring training) will progress as trainees to Level III Technician as they become qualified, without advertisement for the position. As they become qualified, current and future employees may be assigned and will perform cross-craft multiple skill work.

11. The jointly established wage rates are as follows:

Utility Trainee	70% of journeyman level
Trainee 1 st Period	70% of journeyman level
Trainee 2 nd Period	77.5% of journeyman level
Trainee 3 rd Period	85% of journeyman level
Trainee 4 th Period	90% of journeyman level
Trainee 5 th Period	100% of journeyman level
Level II Yard Technician	(surveyed) journeyman level
Level III Yard Equipment Technician	5% above Electrical journeyman level
Level III Yard Electrical Technician	5% above journeyman level
Level III Yard Mechanical Technician	5% above journeyman level
Level IV Yard Operations Technician	10% above Electrical journeyman level
Level V Yard Lead Technician	12% above Level IV Technician

Each individual classified as Utility Yard Trainee is designated to one of five labor organizations for representational purposes: Boilermakers, IBEW, Machinists, O.E., or U.A. TVA may employ an individual classified as Utility Trainee for no longer than six months, absent agreement between TVA and the Council for an extended period. An individual offered employment as a Utility Trainee has the option to delay employment until training is scheduled to begin, or TVA may employ the trainee effective on the date training is scheduled to begin, at which time the trainee would be classified as Trainee 1st Period.

12. Future employees (as defined in Paragraph 10 above) must progress to Level III Yard Technician as a condition of continued employment (“up or out”). Level III Yard Technician is considered the primary level for future employees. Future employees’ participation in Multi-Skill training beyond Level III Technician and current employees’ participation in all levels of Multi-Skill training will be based on each individual’s desire and ability; and dependent upon TVA’s needs for these skills, except as further discussed in Paragraph 13 below.
13. TVA will determine the appropriate numbers of employees at each level based upon an analysis of work performance in a Multi-Skill environment, treating multi-skilled employees in a fair and reasonable manner. During the Transition Phase, current employees may progress as trainees to Level IV Technician as they become qualified, without advertisement for the position. The FPG Yard Committee on Classification Transition will consider extending the Transition Phase for any current employee who has not been permitted sufficient training time due to circumstances beyond his/her control (e.g., TVA assigned workload, extended illness, extended Reserve/Guard assignment, etc.) After the conclusion of the Transition Phase, TVA will determine vacancies in Level IV and Level V Technician positions, and such vacant positions will be filled in accordance with the General Agreement and this MOU. The Committee will meet as needed during the transition phase to review the implementation of Multi-Skill training.
14. Expectations for reasonable progress will be established within the goals and concepts of the FPG Yard Multi-Skill Training Programs. TVA recognizes that not all current employees will successfully proceed through the Multi-Skill Training Programs and that some current employees may decline to participate; such employees will be placed in Level II Yard Technician positions at the end of the Transition Phase.

- 15. TVA is required to pay prevailing wage rates. TVA and the Council will continue to survey and negotiate annually to establish the prevailing rates of pay. The parties will continue to jointly determine the jobs to be surveyed. The journeyman level jobs will continue to be surveyed until TVA and the Council determine that multi-skilling is prevalent in the industry.
- 16. Current employees holding foreman positions will be given the opportunity to train to the highest multi-skill level they can attain during the Transition Phase. At the end of the Transition Phase, these employees will be reclassified to the highest multi-skill level for which they are qualified. Current employees holding foreman positions who do not participate in multi-skill training, and/or do not qualify for a multi-skill position, will be reclassified to Level II Yard Technician at the end of the Transition Phase, and their wage rates will be red circled until the Level II Yard Technician wage rate equals or exceeds the red circled foreman wage rate.
- 17. Current annual trades and labor employees other than those represented by the Boilermakers, IBEW, Machinists, O.E., or U.A. will be given the opportunity to apply for Yard multi-skill trainee positions under the same conditions as future employees as defined in Paragraph 10 above, and as participants in the multi-skill program, will be designated to one of these five labor organizations for representational purposes.
- 18. If a plant closure or "unit retirement" occurs during the transition phase that affects the employees in Yard Operations, the Committee on FPG and TVAN Classification Transition will meet and discuss the effects on employees who are participating in the Yard multi-skill programs.

<p><i>(original signed by)</i> 10/20/00</p> <hr/> <p>Peyton T. Hairston, Jr. Senior Vice President Labor Relations Tennessee Valley Authority</p>	<p>10/20/00</p> <p>(Dated)</p>	<p><i>(original signed by)</i> 10/20/00</p> <hr/> <p>James D. Pullin Administrator Trades and Labor Council for Annual Employees of the Tennessee Valley Authority</p>	<p>(Dated)</p>
<p><i>(original signed by)</i> 10/20/00</p> <hr/> <p>William R. Elrod International Representative - CD International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers</p>	<p>10/20/00</p> <p>(Dated)</p>	<p><i>(original signed by)</i> 10/20/00</p> <hr/> <p>Carl Lansden International Vice President, Tenth District International Brotherhood of Electrical Workers</p>	<p>(Dated)</p>
<p><i>(original signed by)</i> 10/20/00</p> <hr/> <p>Stephen E. Farner International Representative Laborers' International Union of North America</p>	<p>10/20/00</p> <p>(Dated)</p>	<p><i>(original signed by)</i> 10/20/00</p> <hr/> <p>W. Edward Pierce Grand Lodge Representative International Association of Machinists and Aerospace Workers</p>	<p>(Dated)</p>

(original signed by) 10/20/00
10/20/00

Steve C. Stutts (Dated)
International Representative, Region No. 4
International Union of Operating Engineers

(original signed by)

Charles F. Ashley (Dated)
International Representative
United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada

(original signed by) 10/20/00
10/20/00

Roy Galyon (Dated)
Manager
Yard Operations
Tennessee Valley Authority

(original signed by)

D. L. Pete Johnson (Dated)
Manager, Fossil Power Group
Employee Relations
Tennessee Valley Authority

Glossary of Terms

current employees	annual trades and labor employees who are employed as of November 3, 2000, and who remain in their same TVA organization during the Transition Phase and Multi-Skill Phase
curriculum	length of training, content, topic, type, pass/fail criteria and test content including length of test period
future employees	annual trades and labor employees who are hired on or after November 3, 2000, and those who move between TVA organizations on or after November 3, 2000
joint administration	joint selection of trainees for the entry point of the training program based on the predetermined criteria; monitoring and evaluating progress of trainees in the Multi-Skill training program; selection of qualified bargaining unit employees for the instructor pool
other training	training related to hardware changes, regulatory requirements, procedural changes, continuing requalification, supporting business needs, and personal development
trainee progress	successful completion of training activities such that the trainee will timely achieve qualifications for the next consecutive Multi-Skill Technician level
up or out	“future employees” will be required to progress to Level III Technician as a condition of continued TVA employment

NOTE: Attachments omitted from printed contract.

MEMORANDUM OF UNDERSTANDING
between
Tennessee Valley Authority
and the
Trades & Labor Council for Annual Employees of TVA
Regarding
ALTERNATIVE WORK SCHEDULES

This joint agreement describes the process to be used when establishing regular hours of work different from those referenced in the Supplementary Schedule of the General Agreement. The intent of this agreement is to describe a timely, consistent method for developing, approving, and implementing the alternate work schedules.

PROCEDURE:

1. A joint committee appointed by TVA and the Council developed the attached menu of work schedules which can be used to meet the needs of particular work groups.
2. TVA and the Council have jointly approved the standardized work schedules developed by the joint committee.
3. The Council will inform business agents and job stewards, and TVA will inform managers of the existence of those approved work schedules. Any alternative work schedule which is not included in this menu of approved work schedules will be discontinued within 90 days from the effective date of this memorandum of understanding.
4. After determining that efficiencies can be realized by implementing a different work schedule, a manager proposes an alternative work schedule from those approved by the Council and discusses it with the International Representative of the affected craft(s) or contacts the Council Administrator and explains the need for the change and its expected duration.
5. A 12-Hour Shifts menu schedule, once approved by the Council for implementation, will remain in effect until either TVA or the Council gives the other party written notice of cancellation at least 90 days in advance of the effective cancellation date. A 10-Hour Shifts menu schedule, once approved by the Council for implementation, will remain in effect until either TVA or the Council gives the other party written notice of cancellation at least 30 days in advance of the effective date of cancellation.
6. Approved menu schedules may be implemented at the work sites following approval by the Council.
7. Additional schedules may be created and added to the pre-approved menu of alternative work schedules only by the approval of TVA and the Council .
8. Any changes to menu schedules must be approved by TVA and the Council.

(original signed by) 10/20/00
10/20/00

Peyton T. Hairston, Jr. (Dated)
Senior Vice President
Labor Relations
Tennessee Valley Authority

(original signed by)

James D. Pullin (Dated)
Administrator
Trades and Labor Council for Annual
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Gene Flatford (Dated)
Accounting Officer-Payroll

(original signed by)

Vanderbilt Brabson III (Dated)
Labor Relations Specialist

Memorandum of Understanding
Between
Tennessee Valley Authority
and the
Trades and Labor Council for Annual Employees of the Tennessee Valley Authority
Regarding
Travel Reimbursement for Plant Turbine Crews Employees

Tennessee Valley Authority (TVA) and the Trades and Labor Council for Annual Employees of the Tennessee Valley Authority (Council) agree that Plant Turbine Crews employees represented by the International Brotherhood of Electrical Workers (IBEW); the International Association of Machinists and Aerospace Workers (Machinists); and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (U.A.) will be reimbursed for official travel under the terms and conditions of the Chief Operating Officer (COO) Travel Program, provided that the flat rate currently in effect shall not be reduced without the concurrence of the Council.

TVA and the Council further agree that other Power Service Shops annual trades and labor employees may choose, with the approval of the Manager, Power Service Shops, to be reimbursed for official travel under these same terms and conditions.

This Memorandum of Understanding will become effective on the date it is signed, and will remain in effect until either TVA or the Council gives the other party written notice of cancellation at least 30 days in advance of the effective cancellation date. In the event of such cancellation, travel reimbursement for Plant Turbine Crews employees and Power Service Shops employees covered by the COO Travel Program, would be handled in accordance with the Standard Per Diem Rate in the TVA Expense Reimbursement System.

(original signed by)
10/20/00

10/20/00

(original signed by)

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

(Dated)

James D. Pullin
Administrator
Trades and Labor Council for Annual
Employees of the Tennessee Valley Authority

(Dated)

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