

**TWELVE-HOUR (OUTAGE)
WITH ROLLING HOLIDAYS
SUPPLEMENTAL AGREEMENT FOR ALTERNATIVE WORK SCHEDULE
FOR TRADE AND LABOR EMPLOYEES**

The provisions of the General Agreement will be followed except as noted below:

1. ONE OF THE FOLLOWING OUTAGE ROTATION OPTIONS MAY BE SELECTED:
 - A. 4 days on followed by 2 consecutive days off on a rotating group schedule.
 - B. 5 days on followed by 2 consecutive days off (subgroups would be established to provide scheduled staggered offdays.)
 - C. 6 days on followed by 1 day off (subgroups would be established to provide scheduled offday.)
 - D. 4 days on followed by 3 consecutive days off on a rotating group schedule.

The option chosen will depend on outage duration, work activities, and current staffing levels. The justification for the option chosen will be documented in item 3 below.

OPTION SELECTED _____

2. AFFECTED EMPLOYEES:
Approximate Number To Work Outage Schedule:

Organization/Work Group/Location:

3. JUSTIFICATION FOR ALTERNATIVE WORK SCHEDULE:

4. PROPOSED EFFECTIVE DATES: START: _____END: _____

5. PAY PROVISIONS DIFFERENT FROM GENERAL AGREEMENT PROVISIONS

A. Overtime provisions by option selected:

1. Schedule Options A and B - Pay for work on offdays (by day): First offday, time and one-half; second offday, double-time.
2. Schedule Option C - Pay for work on offday, time and one-half.
3. Schedule Option D - Pay for work on offdays (by day): First offday, time and one-half; second offday, double-time; third offday, time and one-half.

TWELVE-HOUR (OUTAGE) WITH ROLLING HOLIDAYS

All work in excess of 16 hours in any 24-hour period is double-time pay.

B. Holiday rules

1. If a holiday falls on an employees normal offday, the holiday will roll to the next straight-time workday.
2. Holidays will be observed in accordance with Supplementary Schedule B-V of the General Agreement, except as noted below.
3. Rules for observing holidays on an employee's regularly scheduled workday:

Employees required to work on a holiday that falls on his/her regularly scheduled workday will be paid 12 hours' straight-time pay for the holiday, plus time and one-half for the scheduled 12 hours and double time for all hours in excess of regularly scheduled straight-time hours. If an employee does not work his/her regular shift, then he/she receives the appropriate 12 hours' holiday pay. If the situation occurs on the regularly scheduled overtime day, then the overtime day will be moved to the previous workday.

C. Sunday premium rules, including applicable qualifying hours: See General Agreement Supplementary Schedule B-V.

1. A 25 percent premium is paid for all hours worked in which 50 percent or more of the scheduled straight-time shift falls on a calendar Sunday.
2. If Sunday is paid as a straight-time day, a premium of 25 percent is paid in addition to the straight-time rate. Additionally, as provided by Accounting Procedure 14 and the Fair Labor Standards Act (FLSA), an employee in a nonexempt position who works overtime in conjunction with this regularly scheduled Sunday shift is paid overtime (time and one-half) plus the Sunday premium (25 percent) for a total of time and seven-eighths.
3. Sunday premium is only applicable to work on a Sunday which is a regularly scheduled straight-time day.

D. Premium time provisions: See Supplementary Schedule B-V.

E. Meal period provisions: See Supplementary Schedule B-V.

F. Call time provisions: See Supplementary Schedule B-V.

G. Rules for taking leave during scheduled straight-time: An employee taking leave for his/her regularly scheduled shift will be charged the appropriate leave for the straight-time hours of that shift (12 hours on scheduled 12-hour day).

H. Shift differential to be paid: Shift differential will be paid for the 12-hour night shift only, using the prevailing midnight shift rate. No evening shift differential will be paid.

TWELVE-HOUR (OUTAGE) WITH ROLLING HOLIDAYS

- I. Provisions of Schedule Option D:
1. **WORK DAY:** The normal straight time and offday overtime workday shift duration will be 12 hours. Overtime offday shift duration may be 8, 12, or 16 hours. A 16-hour shift can only be worked if the employee will not be exceeding the overtime limit guidelines.
 2. **The Outage Support Group** - will consist of volunteers and will be scheduled for *six on one off, or five on two off*. These individuals will perform work necessary to support the unit outage. When overtime is required on the Outage Support Group, personnel will be called for overtime in the following order: first, the Operating Support Group personnel on the first off-day of their four-day week; second, Outage Support Group personnel; third, the remaining Operating Support Group personnel. Overtime payment will be in accordance with the current nonoutage 12-hour shift alternate work schedule which includes alternating three-day and four-day workweek pay rules. If an excess number of volunteers exists for the outage support group, the volunteers will be selected giving preference to seniority, provided they did not work on the outage support group in the most recent refueling or extended forced outage. A straight shift will be scheduled if there are sufficient volunteers for the back shift; otherwise, individuals will be rotated as necessary, based on seniority, once at the approximate midpoint of the outage schedule. If student operators are available to work the outage, as determined by the local training subcommittee, they will be assigned to the outage support group unless, on an individual basis, they request otherwise.
 3. **The Operating Support Group** - *will be scheduled for a four group, 4 on 3 off rotating shift*. These individuals will perform the work necessary to support the normal assigned work stations. When overtime is required on the Operating Group, the people working the Operating Group jobs will be called for overtime first before augmenting with an Outage Support Group person. Overtime payment will be in accordance with the nonoutage current 12-hour shift alternate work schedule which includes alternating three-day and four-day workweek pay rules.
 4. Any additional overtime necessary will be filled in accordance with our negotiated overtime agreement. Tools such as sign-up sheets may be utilized to facilitate use of volunteers for overtime. All other terms and conditions not specifically addressed by this alternate work schedule agreement shall be in accordance with the current negotiated 12-hour alternate work schedule.
- E. Daybreaks: The workweek starts at the beginning of the day shift on Monday morning, and the daybreak starts at the beginning of the day shift.
- F. Other provisions:
1. Leave and retirement provisions will be handled in accordance with Attachment A.

TWELVE-HOUR (OUTAGE) WITH ROLLING HOLIDAYS

2. On a voluntary basis, individuals may be scheduled up to six 12-hour days each normal workweek for special outage assignments. These will be selected giving preference to seniority provided they did not work on a special outage assignment the most recent refueling or extended forced outage. The need for this will be identified and volunteers confirmed prior to the outage.
3. Appropriate leave will be charged for all straight-time hours taken off during a workweek, not to exceed 40 hours' leave per week.

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TWELVE-HOUR (OUTAGE) WITH ROLLING HOLIDAYS

ATTACHMENT A

Effect of 12-hour Work Schedules on Leave and Retirement Benefits

This is the information on any potential leave accrual or retirement program effects of an alternate work schedule consisting of seven 12-hour workdays in a biweekly pay period (three days in one workweek, four workdays in the other). As described in greater detail below, working such a schedule will have no adverse impact on an employee's leave accrual or on potential retirement benefits from the TVA Retirement System (TVARS).

Under the 12-hour schedule, employees are scheduled to work a total of 84 hours in each biweekly pay period—36-hours (all straight time) during week one and 48 hours (40 at straight time and 8 at time and one-half) during the other workweek. Pursuant to Section 6303(a) of Title 5, United States Code, employees are entitled to four hours' sick leave and from four to eight hours annual leave (depending on their creditable service) for "each full biweekly payperiod" they work. Section 6302 (b) provides that:

an employee is deemed employed for a full biweekly payperiod if he/she is employed during the days within that period, exclusive of holidays and nonworkdays established by Federal statute, Executive order, or administrative order, which fall within his/her basic administrative workweek.

In TVA, as with other federal agencies, a regularly scheduled tour of duty of 80 hours in a biweekly payperiod is the typical "full biweekly payperiod." Under this typical eight-hours-per-day, five-days-per-week schedule, an employee is entitled to a full complement of annual and sick leave if he or she works the entire "basic administrative workweek" of 80 hours, less holidays and similar nonworkdays. An employee who works the entire scheduled tour of duty under the 12-hour day, 84-hour payperiod schedule outlined above fully meets this criteria and will receive the full complement of leave for each such payperiod since that full-time employee has worked the full complement of workdays falling within that basic administrative workweek. Thus, it is not relevant for purposes of leave accrual that the employee is scheduled for only 36 hours in one of the workweeks and that only 76 of the 84 regularly scheduled hours in the payperiod are paid at straight time.

Regarding retirement benefits, under TVARS Rules, Section 6A, TVARS members receive pensions based on their "average compensation" for each year of "creditable service." "Average compensation" is defined as the "average earnable compensation of a member during any three successive years of creditable service designated by the member," and "average earnable compensation" means "the rate of regular salary or wages paid the member" (Rules, Section 1[10],[11]). Thus, a unit operator whose stated salary is \$37,890 for 1992 would have an average compensation of \$37,890 for that year even though he/she might have worked only 76 hours straight time per payperiod during the year. The fact that TVA might have recorded four hours' leave without pay (LWOP) during the 36-hour week would have no impact on average compensation or on creditable service because TVA continues its TVARS contribution during such short periods of LWOP.

TWELVE-HOUR (OUTAGE) WITH ROLLING HOLIDAYS

Regarding the member's own TVARS annuity contributions, the member may elect to have the contributions based on straight-time pay (76 hours per payperiod) or a total pay (which would include all hours paid at the overtime rate). The current practice permits employees to change that election at any time.