

TWELVE-HOUR (OUTAGE)

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 off days.)
 - C. 6 days on followed by 1 day off on (subgroups would be established to provide scheduled staggered off days.)

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.

2. AFFECTED EMPLOYEES:
Approximate Number To Work Outage Schedule: _____
Organization/Work Group/Location: _____

3. JUSTIFICATION FOR ALTERNATIVE WORK SCHEDULE: _____

Option Selected

4. PROPOSED EFFECTIVE DATES: START: _____ END:

5. PAY PROVISIONS DIFFERENT FROM GENERAL AGREEMENT PROVISIONS:

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- A. Schedule options A and B - Pay for work on offdays (by day): First off-day time and one-half, second offday, double-time.
Schedule option C - Pay for work on offday time and one-half.
All work in excess of 16 hours in a 24 hour period is double-time pay.

B. Holiday rules

1. If a holiday falls on an employees normal off day, the employee will receive an additional 12 hours pay at the straight-time rate.
2. Holidays will be observed in accordance with Supplementary Schedule B-V of General Agreement except as noted below.
3. Rules for observing holidays on an employee's regularly scheduled work day:

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 is not required to 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 fifty 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.

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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.

I. Other provisions:

- 1) Leave and retirement provisions will be handled in accordance with Attachment A.
- 2) On a voluntary basis individuals may be scheduled up to six 12-hour days each normal workweek for special outage assignments. 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.

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 pay period 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.

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.

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