

**FOUR TEN HOUR SHIFTS AND THREE TWELVE HOUR SHIFTS
(ALTERNATING)**

**SUPPLEMENTAL AGREEMENT FOR ALTERNATIVE WORK SCHEDULE
FOR TRADES AND LABOR EMPLOYEES**

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

1. **ALTERNATIVE STRAIGHT TIME SCHEDULE:** Four 10-hour days, Monday through Thursday and four 10 hour days, Tuesday through Friday. Two shifts are days and two shifts are night. Three 12 -hour shifts Friday through Sunday, one day shift and one night.

For the 10-hour shifts, day Shift will begin at _____ a.m., and will include a 30-minute non-paid meal period. Evening/night shift will begin at _____ p.m., with 30-minutes paid meal period provided. (See Attachment A as an example of shifts.) For the 12-hour shifts, day shift will begin at _____ a.m., and will include a 30-minute paid meal period. Night shift will begin at _____ p.m., with a 30-minute non-paid meal period. Any changes to the shift start times must be made in accordance with the General Agreement.

For the purposes of this alternative work schedule, straight-time of 36 hours per week will fulfill the requirements for full employment, requiring no leave without pay to be taken and will guarantee full leave and retirement benefits. (See Attachment B).

2. **AFFECTED EMPLOYEES:**
Approximate Number to Work New Schedule:

Organization:

Work Group:

Location:

3. **JUSTIFICATION FOR ALTERNATIVE WORK SCHEDULE:**

4. **PROPOSED EFFECTIVE DATES: START:** _____ **END:** _____

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5. PAY PROVISIONS DIFFERENT FROM AGREEMENT PROVISIONS:

- A. Pay for work on offdays within a work week: First and third offday time and one-half; second and fourth offday double-time. Double-time is also paid for hours worked in excess of 16 hours in any 24 hour period of work without an eight hour non-work period.

- B. Rules for observing holidays that fall on rest days:
 - (1) On days observed as a holiday, 10 hours or 12 hours of holiday pay will be provided under this agreement (whichever applicable), unless the holiday falls during a period of scheduled 8-hour days, in which case 8 hours of holiday pay will be provided.
 - a. Four -10 schedule - If the holiday falls on the third offday, the following day is observed. Holidays falling on the first two off day are observed on the previous workday.

 - b. Three -12 schedule - If the holiday falls on the first two offdays the holiday rolls backwards and is observed on Sunday's workday. Holidays falling on third or fourth offday are rolled forward and observed on Fridays workday.

 - (2) Employees required to work on a Holiday that falls on his/her regularly scheduled workday will be paid either ten (10) or twelve (12) hours straight-time pay, whichever is applicable, plus time and one-half (1-1/2) for the first 10 or 12 hours worked, and two times for all hours worked in excess of 10 or 12 hours.

 - (3) An employee not required to work on a holiday which is his/her regularly scheduled workday receives 10 or 12 hours straight-time pay, whichever is applicable, for the holiday.

- C. Sunday premium rules, including applicable qualifying hours: See General Agreement Supplementary Schedule B-V.
 - (1) A twenty-five percent premium is paid for all hours worked when fifty percent or more of the schedule straight-time shift falls on a calendar Sunday.

 - (2) If Sunday is identified in B-V as an overtime day or the employee receives double-time pay required by the Agreement, the Sunday premium is not applicable.

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- D. Overtime compensation and other applicable rules for overtime on non workdays and outside scheduled straight time: Employees are on the inflexible schedule and earn overtime pay for work outside scheduled straight-time hours in accordance with 5. A. above.

Work qualifying for time and one-half: Work on first and third offday and work outside scheduled straight-time hours except as noted below. Work during scheduled straight-time hours on a holiday (premium pay).

Work qualifying for doubletime: Work on second and fourth offday, work in excess of 16 hours without an 8-hour break, and work in excess of regularly scheduled straight-time hours on a holiday.

- E. Premium time provisions: See Supplementary Scheduled B-V.
- F. Meal period provisions: See Supplementary Schedule B-V, except that a meal allowance will not be provided if earned due to shift turnover of one hour or less duration. Additionally, an employee doubling over unscheduled from the day shift to the night shift will receive a meal no later than one and one half (1-1/2) hours into the night shift, and during defined meal periods until leaving the site.
- G. Call time provisions: See Supplementary Schedule B-V.
- H. Rules for taking leave during scheduled straight time: Ten hours of straight time (work or leave) must be accounted for on straight-time workdays. If an employee is absent the full day, he/she will be charged 10 hours of leave. During a period of scheduled 12-hour days, 12 hours of work or leave must be accounted for.
- I. Shift differential to be paid: The night shift differential will be paid for the evening shift. All scheduled shifts outside of day shift will incur a shift differential. For example, employees working day shift on a 4-ten schedule who are worked overtime are paid evening shift differential if at least 5 hours of the overtime shift fall between 6 pm and 12 am and night shift differential if at least 5 hours of the overtime shift fall between 12 am and 6 am. For those employees working the day shift of 3 twelve hour schedule who are worked overtime, these employees are paid evening shift differential with at least 6 hours of the overtime shift falls between 6 pm and 12 am and night shift differential if at least 6 hours of the overtime shift falls between 12 am and 6 am. Single shift operations are not paid shift differential.

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6. Other provisions:

- (1) Management and local union, jointly, may approve five eight-hour days on an individual case-by-case basis to accommodate an employee's special situation.
- (2) Employees on Military leave are placed on a 40 hours per week and 8 hours per day schedule.
- (3) Training may be five consecutive eight hour days. Management and local council representatives will jointly agree on training schedule and apply the terms of the General Agreement.

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ATTACHMENT A

SAMPLE SCHEDULE

MON	TUES	WED	THUR	FRI	SAT	SUN
NIGHTS 4/10	NIGHTS 4/10	NIGHTS 4/10	NIGHTS 4/10			
DAYS 4/10	DAYS 4/10	DAYS 4/10	DAYS 4/10			
				NIGHTS 4/10		
				DAYS 4/10		
				NIGHTS 3/12	NIGHTS 3/12	NIGHTS 3/12
				DAYS 3/12	DAYS 3/12	DAYS 3/12

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ATTACHMENT B

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.