

COLLECTIVE BARGAINING AGREEMENT

Between

Tennessee Valley Authority

and

International Brotherhood of Electrical Workers

Local 911

Effective

May 21, 2021

Through

May 31, 2024



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PREAMBLE

THIS AGREEMENT, effective from the date it is fully executed, is entered into by and between International Brotherhood of Electrical Workers (and its Locals hereinafter referred to as the "Union" or IBEW, Local 911) for and on behalf of those employees comprising the bargaining unit defined in Article I, Section 1, and the TENNESSEE VALLEY AUTHORITY and its successors (hereinafter referred to as "TVA", the "Corporation", or the "Employer").

ARTICLE 1 **RECOGNITION**

TVA recognizes the International Brotherhood of Electrical Workers (IBEW, Local 911) as the sole collective bargaining agent with respect to wages, hours and other conditions of employment for all full-time and part-time annual Nuclear Security Officer Trainees, Nuclear Security Officers-Probationary, Nuclear Security Officers, and Senior Nuclear Security Officers employed by Tennessee Valley Authority (TVA) in its TVA Nuclear organization, but excluding all security employees in other TVA organizations, and all office clerical employees, professional employees, managers, supervisors and other employees as determined by TVA's Director, Labor Relations (whom the parties acknowledge has been delegated the authority to decide all representation-related issues, including bargaining unit matters, for TVA).

TVA and IBEW, Local 911, recognize that TVA is an agency of and is accountable to 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 IBEW, Local 911, recognize that management and employees are devoted to serving the public and our customers. This recitation recognizes that the TVA Act authorizes the TVA Board of Directors (Board) to direct the exercise of all the powers of the Corporation.

TVA and IBEW, Local 911, further recognize that their relationship is established under Section 3 of the TVA Act, this collective bargaining agreement, and the history of relations between TVA and labor organizations representing salary policy employees, not pursuant to any other legislation not specifically applicable to TVA or to any other requirements. The parties agree that the unique foundation of this relationship shall be considered in interpreting this bilateral agreement rather than the principles developed for regulated labor relations arrangements.

The Union agrees that it shall designate a single point of contact, whom TVA can rely on to speak for the entire bargaining unit in negotiations, and all aspects of contract administration, including execution of grievance resolutions and notice of arbitration.

ARTICLE 2 **MANAGEMENT RIGHTS**

In addition to its inherent management rights, TVA retains the authority to: (1) determine its mission, budget, organization, number of employees, and internal security practices; to suspend, discharge, or otherwise discipline employees for just cause; to develop qualification standards; to develop and administer a classification process; and to direct and assign work; (2) contract nuclear security work in whole or in part. Management will meet and confer with IBEW, Local 911, prior to contracting Nuclear Security Officer work; (3) close down or relocate any TVA facility operation or any part thereof, and reorganize any or all of its operations or organizations; (4) take whatever immediate actions may be necessary to carry out TVA's mission during emergencies; "emergencies" are generally defined as work required to prevent interruption of critical customer service, prevent the loss of a critical unit or transmission facility,

prevent significant damage to equipment or facilities, return a critical unit or transmission facility to immediate service, prevent and/or mitigate any danger to plant, public or employee health and safety, or any such significant events beyond the control of TVA which require immediate action; (5) promote timely action and consistent interpretation of personnel and other procedures and practices, and develop, communicate, and amend them as needed. TVA agrees that such activity will be limited to that which is not inconsistent with provisions and conditions of this Agreement. Any inconsistency with the express provisions of this Agreement may be challenged through the grievance procedure. Published practices and procedures will be made available to the IBEW, Local 911, 30 days prior to implementation where feasible, excluding safeguards information, security sensitive information and other protected information. Upon request, TVA will meet and confer with the IBEW, Local 911, regarding such changes; (6) discuss any concerns with any employees or groups of employees; provided, however, that such discussions will be to understand the concerns of such employees and not to negotiate over otherwise negotiable terms and conditions of employment; (7) operate a quality improvement program; provided, however, that quality committees will not negotiate or decide otherwise negotiable terms and conditions of employment; (8) designate positions as management; (9) require, provide, develop, and administer training to employees as necessary in order to meet the needs of the service. Based on the training needs identified by management, management will meet and confer with the IBEW, Local 911, over the training schedule and implementation of said schedule; (10) establish and change work shifts and schedules. Management will meet and confer with IBEW, Local 911, on changes in work shifts and schedules prior to implementation; (11) temporarily assign officers to another TVA location during an outage or for other operational needs. TVA will provide notice to IBEW, Local 911, in advance of such temporary duty assignments.

Further, it is specifically agreed that the following items are management responsibilities, and TVA is not obligated to bargain over them: (1) matters governed by federal law, including regulations and Executive Orders. To the extent that the law provides flexibility in its implementation, such matters are within the scope of bargaining if otherwise included within this Agreement. TVA will notify IBEW, Local 911, of changes in the law having significant impact on TVA's treatment of employees; (2) the TVA Retirement System while its board of directors continues as it is currently structured under the rules and regulations of the system; (3) the program for determining fitness for duty and plant access related to TVA's nuclear facilities; (4) the development and operation of health and safety rules and requirements; (5) management programs designed to recognize groups or individuals, to celebrate events or achievements, and similar activities; (6) fact-gathering investigation procedures.

Without limitation, implied or otherwise, all matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by TVA in accordance with such policies and procedures as TVA from time-to-time may determine.

ARTICLE 3 **DUES CHECK-OFF**

Section 1

Subject to the limitations of any applicable federal law, TVA agrees that for the period of this Agreement, upon presentation of a written, personally signed authorization from any employee subject to this Agreement, a copy of which form is annexed to this Agreement and made a part hereof, TVA will deduct regular dues each month from such employee's pay. TVA agrees to transmit such sums collected by the Employer to the Union. When the employee's earnings are insufficient to cover the authorized deductions, the said Union fee and/or dues shall be deducted in the next payroll period in which sufficient employee earnings are available. As

long as the employee remains in a position within the Nuclear Security bargaining unit and has authorized payroll deductions, the employee's authorization shall be irrevocable and continue in full force and effect: (1) for a period of one year from the effective date of the employee's authorization and, if not revoked as described below, each annual renewal thereafter; (2) until the employee's termination or transfer to a position not covered by this Agreement; or (3) until the expiration of this Agreement, whichever occurs first. An authorization is automatically renewed annually unless TVA receives a written notice of revocation, with a copy to the Union, within the 30-day period immediately preceding the annual anniversary date of the employee's authorization. Revocations received by TVA are effective for the month following the annual anniversary date or as soon as practicable thereafter.

Section 2

All sums collected in accordance with such signed authorization cards shall be remitted by TVA to the Treasurer of the IBEW, Local 911. The Employer shall furnish with the monthly check a list of those employees for whom those deductions have been made.

Section 3

The Union agrees to indemnify TVA and hold it harmless against any and all suits, claims, demands and liabilities for damages, back pay or penalties that shall arise out of or by reason of any actions that shall be taken by TVA for the purpose of complying with the foregoing provision of this Article III, Dues Check-Off.

ARTICLE 4 UNION REPRESENTATION

Section 1

TVA agrees to recognize a steward system of one (1) steward and one (1) alternate steward normally assigned on each crew, for each plant. A steward shall be an employee of TVA, a member of the Union and selected by the Union. Prior to these employees being recognized the Union will provide the site security manager with a list of the names of the stewards, alternate stewards and order of Union officer to be designated in the absence of steward and alternate steward, and will update as needed.

Section 2

The Union agrees that the stewards, alternate stewards and other elected Union officials will work at their regular jobs at all times, except when acting as the steward, they are attending the business of a grievance, or to question conditions of employment. They will be allowed to investigate and address all grievances and matters pertaining to the interpretation and/or administration of the Collective Bargaining Agreement. All such time spent under the provisions of this section and article are without financial recompense from TVA.

Section 3

Any steward or other Union representative acting in the absence of the steward must obtain his/her supervisor's expressed permission prior to leaving his workstation/post to handle proper Employer-Union matters. Such permission shall not be unreasonably withheld. Prior to returning to his/her post, he/she shall notify his/her supervisor of his/her availability to return to duty.

Section 4

No employee shall serve as a steward while on leave of absence or reduction in force (RIF).

Section 5

If requested by the employee, the steward or appropriate alternate steward shall be present for discipline and termination investigations.

Section 6

No more than one steward at a time per site shall participate in representation activities.

Section 7

All witnesses and parties shall be allowed necessary time off for arbitration matters, provided that a written request by the Union Business Agent, or, in his absence, by his designated representative, for said time is presented to the site security manager or his representative at least seven (7) calendar days prior to the requested time off. Each party shall be responsible for wages for their own witnesses and parties.

Section 8

Union representatives, up to three (3) per station, up to a maximum of ten (10) system-wide, may obtain leave for purposes of collective bargaining over contract language or pay with the Employer. Such leave must be requested in writing by the Union Business Agent, or, in his/her absence, by his designated representative, and submitted to the site security managers at least seven (7) calendar days prior to the requested time off or as soon as the Union is made aware of the dates.

Section 9

Changes in TVA policies, practices and procedures that impact NSO's terms and conditions of employment will be made available to the IBEW, Local 911 Business Manager not less than 30 days prior to implementation or as soon as practical.

ARTICLE 5
EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

The Employer and the Union agree to maintain a policy of no discrimination in accordance with applicable state and federal laws or on the basis of Union membership or lawful Union activities.

ARTICLE 6
NO STRIKES

The parties understand that, as a Federal corporation, TVA employees are prohibited from striking against the government. Accordingly, neither the Union, its officers, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, or engage in any strike, work stoppage, slowdown, boycott, picket line, unfair listing, sit down, sit in, refusal to cross any picket line, or other interruption, refusal, cessation, limitation, or interference with TVA's work or the business of TVA, or any impeding of business of TVA, regardless of whether there is a claim by the Union of breach of this Agreement, or federal, state or local law by TVA. Any employee or employees who violate the no strike provisions of this article will be subject to termination, as required by federal law.

ARTICLE 7
HOURS OF WORK

Section 1

A "regular full-time employee" under this Agreement is one who is assigned to a minimum average of forty (40) hours per week (or 76 hours bi-weekly) under any schedule. All other employees

under this Agreement shall be classified as regular part-time employees.

Section 2 Work Schedules

Work schedules are established by management and are determined by kinds of employment or by services at each place of employment. TVA will meet and confer with the IBEW, Local 911, over substantive changes to work schedules.

For employees on eight-hour shifts, a day is considered to begin (“daybreak”) at the designated hour that an employee’s shift begins and ends 24 hours later. However, for employees on multiple shifts (fixed or rotating) a day shall begin at the beginning of the night shift and end 24 hours later.

For employees on schedules other than eight-hour shifts (e.g. alternative work schedules), a day shall begin (“daybreak”) at the beginning of the shift or the end of the shift, whichever is closest to midnight, and shall end 24 hours later. The workweek and calendar week are defined as Monday through Sunday, beginning with the night shift on Sunday. For example, if a schedule consists of two twelve hours shifts: 6 a.m. (0600) to 6 p.m. (1800) and 6 p.m. (1800) to 6 a.m. (0600), the day break for Monday will be established as 6 p.m. (1800) Sunday evening and run 24 hours forward to 6 p.m. (1800) Monday evening. The start of the workweek in this example is also Sunday evening, at 6 p.m.

Part-time employees are scheduled in advance to work on one or more days in each workweek and a total of fewer than 40 hours in a week. Any number of hours up to eight may be scheduled in any day; or up to 12 if an alternative work schedule is in effect. Scheduled hours need not be the same for each day of the week. A copy of the schedule is given to the employee.

The work schedule and pay provisions of TVA-SPP-13.029 Pay, Section 3.2.10 E, which apply to all salary policy employees or to those on the inflexible schedule, generally apply to full-time nuclear security officers and trainees, with the following exceptions, which do not apply: Any provisions specifically applicable to specific groups of employees.

Travel Time: Time an employee spends in travel is considered work time as described in TVA-SPP-13.029 Pay, Section 3.2.10 Q, except that travel time is calculated on the basis of one-half hour for each 30 miles traveled (or major fraction thereof).

Section 3 Shift Schedules

Upon two pay period’s notice to NSOs, alternative work schedules may be implemented. NSO trainees may be worked either on eight-hour shifts or under the alternative work schedule in effect for NSOs, as determined by management, without the two pay period notice.

Section 4 Voluntary Exchange of Shifts

Employees of the same classification may exchange shifts by agreement between themselves and obtaining their supervisors’ approval, provided it is not in conflict with any other policy, procedure and/or regulatory requirement (e.g. 10CFR26, subpart I). The exchange must be accomplished within the same workweek, and must not involve any additional overtime or premium pay incurred by TVA.

Section 5 Shift Differential

A shift differential is paid to annual nuclear security officers on a scheduled multiple-shift operation. Shift differentials are not a part of basic pay rates.

A shift differential of 99 cents an hour will be paid for the 12-hour night shift (currently 1800-0600). Employees on such a shift receive the night shift differential rate for the entire shift.

Night shift employees on a scheduled multiple-shift operation who are worked overtime during the time of the day shift receive overtime but no shift differential pay. Day shift employees on a scheduled multiple-shift operation, who are worked overtime during the time of the night shift, receive overtime and shift differential pay.

Nuclear security officers on scheduled multiple-shift work get the proper shift differential for overtime or holiday work done. This is in addition to the overtime or holiday pay. The shift differential is not paid to nuclear security officers scheduled on regular single-shift work who may work overtime; neither is it paid to any employee while he/she is on leave except as provided in the leave regulations.

EXAMPLES:

Multiple shift employee (night shift): A 12-hour multiple-shift employee who works the night shift from 18:00 – 06:00 is worked over four hours from 06:00 – 10:00. For the four hours of overtime worked, the employee receives the appropriate overtime pay but no shift differential because, *“Night shift employees who are worked overtime during the time of the day shift receive overtime but no shift differential pay.”*

Multiple shift employee (day shift): A 12-hour multiple-shift employee who works the day shift from 06:00 – 18:00 is called in early to work two hours of overtime from 04:00 to the start of his/her day shift and subsequently held over and worked two hours overtime from 18:00 – 20:00. For the two hours of overtime worked between 04:00 – 06:00 and for the two hours of overtime worked between 18:00 – 20:00, the employee receives the appropriate overtime pay plus the night shift differential because, *“Day shift employees [on a multiple shift operation] who are worked overtime during the time of the night shift receive overtime and shift differential pay.”*

Single shift employee (e.g., Watts Bar Unit 2): A 12-hour single-shift employee works from 07:00 – 19:00 four days one workweek and three days in the other workweek within the same pay period. On Monday of the first workweek the employee is worked three hours over from 19:00 – 22:00. For the three hours of overtime worked the employee receives the appropriate overtime pay but no shift differential because, *“The shift differential is not paid to nuclear security officers scheduled on regular single-shift work who may work overtime.”*

Section 6

TVA recognizes the need to provide hygiene relief for an employee. The Union, in turn, recognizes the need for NSOs to limit their requests for hygiene relief and further recognizes the requirement that armed NSOs must be relieved before leaving their posts. TVA shall make every effort to relieve NSOs from their postings in a timely manner so that they may experience hygiene relief.

Section 7

TVA will make every reasonable effort to schedule days off consecutively.

Section 8

During the term of this Agreement, TVA will make every reasonable effort to provide the employees with the opportunity to have a meal break. It is expressly understood that this is subject to operational and manpower requirements and that eating is allowed at some posts. Employees who are held over to work unscheduled overtime for a period exceeding two hours after a 12-hour shift will be provided a meal. If a meal is not provided, \$12.00 will be added to the day's pay.

Section 9

NSOs working the night shift and required to complete training will do so not sooner than 10:00am on the training day to include low light training conditions.

ARTICLE 8
INFORMATION PROVIDED BY EMPLOYEES

Due to the emergency nature of the business, each employee is required to have an operating telephone number where the employee can be reached and/or a message can be left. This requirement is a condition of employment for all employees. Employees must immediately notify their security shift supervisor when their telephone number changes. This notification must be in writing on a form provided by TVA. The intent is that the employee will timely respond when contacted.

ARTICLE 9
SENIORITY

Section 1

Seniority shall be defined as the total length of an employee's continuous service with TVA in a classification in the bargaining unit covered by this Agreement.

Such seniority shall be computed from the first day of training of the employee's most current employment in a classification in said bargaining unit.

Section 2

An employee must have successfully completed twelve (12) months from date of hire with TVA in order to have any seniority standing. Until an employee acquires seniority standing, he/she shall be regarded as on probation and he/she may be disciplined or his/her services may be terminated at the sole discretion of the Employer without any recourse by said probationary employee to the grievance procedure set forth in this Agreement. After an employee has successfully completed 120 calendar days from the date of hire, he/she may be represented by the union, provided that he/she meets all requirements and holds the position of NSO and further provided that this does not affect TVA's sole discretion to RIF or to discipline and/or discharge the employee for the full 12-month probationary period without regard to any other provision in this Agreement. The Union does not represent probationary employees during the first 120 calendar days from the date of hire. At the end of such probationary period, the employee shall acquire seniority from the first day worked, as mentioned in Section 1 above.

Section 3

Employees having the greatest plant seniority in classification shall have preference in shift assignments, shift bids and vacation tie-breakers within those shifts. For such occasions occurring after the execution of this collective bargaining agreement, plant seniority will be calculated as the total time in the employee's classification at that plant. Tie breakers shall be determined using the last four digits of the social security number with the higher number receiving preference. Management may make shift, overtime and vacation assignments regardless of plant seniority, when necessary to ensure operational requirements are met. In such cases, Nuclear Security will apply the seniority provisions to the maximum extent feasible.

Section 4

NSOs who accept a management position at TVA shall continue to accrue seniority during a promotion out of the bargaining unit, provided such promotion is for twelve (12) months or less.

Management will meet and confer with the IBEW, Local 911 Business Manager regarding temporary promotions out of the bargaining unit and will continue union dues during this period. If the promotion out of the bargaining unit is to temporarily replace a manager during a leave of absence (e.g., medical), the NSO temporarily promoted shall continue to accrue in-classification plant seniority as an NSO at the plant.

Section 5

The in-classification plant seniority provisions contained in this Article 9, Section 3 and 4, shall be used beginning with the first shift bid following the execution of the new collective bargaining agreement.

Section 6

In-classification plant seniority and the provision for tie breakers related thereto as provided in Section 3 herein shall not be applied retroactively and there will be no adjustment of previously established plant seniority. Employees shall not lose their previously accrued continuous employment time as an armed response officer.

- A. For one time only, previously accrued **continuous** employment time as an armed response officer at any of TVA's nuclear sites while said work was outsourced will count toward an employee's in plant, in-classification time. This will only occur in 2009 when TVA moves the security force in-house and will affect no other seniority dates after July 30, 2009.
- B. After the signing of this contract, NSOs who accept a Nuclear Security management position may, upon concurrence of IBEW, Local 911 Business Manager, reclaim their previous time spent in the NSO classification, upon requesting their being allowed to return to the bargaining unit.
- C. Tie breakers shall be determined in the following order:
 - 1. Total TVA time
 - 2. Federal Service date
 - 3. Last four digits of the social security number with the higher number receiving preference
 - 4. Coin flip
- D. Management may make shift, overtime and vacation assignments regardless of plant seniority, when necessary to ensure TVA-directed personnel search requirements for same-sex searches are met. In such cases, nuclear security will apply the seniority provisions to the maximum extent feasible.

Section 7

Consistent with Federal laws (e.g., RIF regulations), an employee shall lose all seniority rights and their employment will be terminated for any of the following:

- A. Resigns
- B. Is discharged for just cause
- C. Is absent from work for two (2) consecutive working days without notifying TVA or fails to return from an approved leave of absence on the scheduled date of return, except where such employee shows reasonable cause for failure to give such notice or failure to return to work, which is reasonable and acceptable to TVA. Management will meet and confer with IBEW, Local 911, over these matters.
- D. Fails to work immediately following recall after a RIF
- E. Fails to meet a qualification or requalification requirement
- F. Cannot obtain and maintain security clearance for nuclear access.

Section 8

Upon request by the IBEW, Local 911 business agent, but not more frequently than four times per year, TVA agrees to furnish the Union with an up-to-date seniority list.

Section 9

TVA may hire part-time or temporary NSOs.

ARTICLE 10
COMPETITIVE AREAS FOR REDUCTION IN FORCE PURPOSES

The competitive area is the assigned nuclear station that is an employee's permanent official station.

All other RIF guidelines are in the TVA Reduction in Force policy (TVA-SPP-11.210 – Reduction in Force).

Severance pay is provided under the same conditions as those for employees in excluded positions (see TVA-SPP-13.029 Pay, Section 3.2.10S).

ARTICLE 11
LEAVE OF ABSENCE

Section 1

Except as provided below, leave is administered in accordance with TVA policies and procedures, and is not part of this Agreement.

Section 2 **Union Business**

An employee may request leave without pay to assume a full-time position with the IBEW. The request will be approved by TVA provided it has the approval of the IBEW. 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 meets all requirements of the position. The employee must notify the corporate human resource representative for nuclear security 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.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1

For the purpose of this Agreement, a grievance is defined as a difference of opinion between

TVA and an employee or the Union regarding only the meaning or application of this Agreement, but restricted to the specific terms of this Agreement, and/or TVA policy or procedure, and presented to TVA in writing within ten (10) days after it occurred, or when the employee or the Union became aware of it, stating, in addition to the employee's version of the facts, the specific portion of the Agreement and/or policy or procedure allegedly violated, the date the alleged violation occurred and signed by the employee and/or the Union representative. It is expressly understood that the ten (10) day period referenced in this section commences from the first day of occurrence of any of the events of notice or awareness cited in this Section. A grievance may not be filed for the purpose of getting an established policy, standard, or procedure changed. Changes in these policies, standards or procedures are made only through negotiation.

Section 2

An employee is encouraged to consult directly with his/her shift supervision on a matter which does not necessarily constitute a grievance. In any case where an employee is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, or the application of policy or procedure which he/she has informally consulted with his/her shift supervision, the employee and/or the Union may submit the complaint as a grievance.

STEP 1

If the grievance has not been settled satisfactorily under the above procedure, the employee and/or the Union may submit the grievance to the site security manager, in writing, within ten (10) days after receipt of the initial decision by the shift supervisor. Upon submission of the grievance, in writing, the security manager or his/her appointed representative, the Grievant, and his/her Union representative will meet for the purpose of attempting to resolve the grievance. Said meeting must be held, at a mutually agreeable time and location, within seven (7) days following receipt of such request by the site security manager. The site security manager shall within seven (7) days after the above-referenced meeting render a written decision. If the grievance is in regards to actions taken by the site security manager, the grievance may be immediately sent to step two.

STEP 2

If the grievance has not been satisfactorily resolved under the above procedure, the Union and/or the employee may submit an appeal, in writing, to the plant manager, and/or his/her appointed representative, within seven (7) days after receipt of the Step 1 decision by the site security manager. Upon receipt of the appeal, the plant manager or his/her representative, the site security manager, the Grievant, and his/her Union representative will meet for the purpose of attempting to resolve the grievance. Said meeting must be held, at a mutually agreeable time and location, within twenty (20) days following receipt of such an appeal. The plant manager, or his/her representative, shall within seven (7) days after the above referenced meeting, render a decision in writing.

STEP 3

If the grievance has not been satisfactorily resolved under Steps 1 and 2 above, the Union and/or the employee may appeal the grievance, in writing, to the Director, Labor Relations, with a copy sent to the site security manager and plant manager. This must be done within 10 days after the union (or the employee if not being represented by the union) receives the Step 2 decision. Within 30 days of receipt of the appeal, the Director, Labor Relations, or his/her appointed representative, will call a conference of the interested parties for the purpose of mediating the grievance. Absent a mediated

resolution, the Director, Labor Relations renders a written decision within 15 days after the conference. In the case of personal appeal by the employee, the decision of the Director, Labor Relations is final and the grievance is closed.

STEP 4

Within twenty (20) days after receipt of the Step 3 decision by the Director, Labor Relations, the Union may request arbitration if not satisfied with the decision. The arbitrator may be requested from the American Arbitration Association (AAA) or the Federal Mediation Conciliation Services (FMCS) who will nominate a panel of seven (7) arbitrators. All arbitrators must be members of the National Academy of Arbitrators. The Union and TVA each shall alternately strike the names of the nominees each eliminating one (1) at a time. The remaining nominee shall be considered to have been selected by the agreement of the parties and shall then become sole arbitrator. Failure to submit the grievance to arbitration within the required time period renders the grievance not arbitrable, and the grievance will be closed.

The award of such arbitrator shall be in writing and shall be final and binding upon the parties. The arbitrator may consider and decide only the particular issue of the grievance presented in the written stipulations of the parties. The arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement and the factual record including the oral and written comments made by the parties. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. In the event that an arbitrator shall determine that an employee has violated a rule, regulation, policy or procedure for which said employee was disciplined, the arbitrator shall not have the right to reduce, modify, or mitigate the penalty imposed by TVA. The parties shall share equally the expense of the arbitrator, including the hearing room, if incurred. If a transcript is taken at the hearing, it is understood that said transcript will constitute the official record of the hearing. The party requesting the transcription shall incur the cost of the transcript, unless the parties agree to jointly share in the cost of the transcript. TVA and the Union are responsible for the wages and expenses of its own representatives and witnesses.

Section 3

Grievances involving discharge or suspension will be presented directly to the second step of the grievance procedure.

Section 4

Any grievance shall be considered null and void if not filed and processed by the Union, or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a "continuing violation" so as to frustrate the intent of strict adherence to these time limitations.

Section 5

In calculating time limits for purposes of Sections 1 and 2 of Article 12, Saturdays, Sundays, and the holidays cited in Article 19, shall not be counted. Time limits herein mentioned may be modified, extended or waived, only in writing, by mutual agreement of the parties, the Director, Labor Relations or his/her designee, and the Union Business Agent, or his/her appointed representative.

Section 6

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 considered or, if in process, will not

be further considered or decided under the Agreement.

Section 7

Any Federal court action alleging refusal to bargain collectively, or failure to bargain in good faith, or seeking to compel arbitration or mediation must be brought within six (6) months.

ARTICLE 13 **GENERAL INFORMATION**

Section 1

A bulletin board will be provided by the Employer, which may be used by the Union for posting notices which are approved by the President of the local union and the site security manager, or his/her designee and shall be restricted to:

- A. Notices of Union recreational/social affairs.
- B. Notices of Union elections and nomination sheets for local and unit officer elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notices of Union meetings.
- E. Other notices concerning Union affairs which
 - do not contain a solicitation for membership,
 - are not political or controversial in nature and,
 - do not cause or are not designed or intended to cause embarrassment in any way to TVA.

The Union president, or in his/her absence, his/her designee, shall provide copies of all notices to the site security manager for his/her review prior to posting(s). There will be no other posting of any kind of literature upon TVA property other than as herein provided.

Section 2

The Union recognizes that it is the responsibility of employees to familiarize themselves with the job duties, rules and regulations established by TVA, its Nuclear organization and/or Nuclear Security Organization, to perform the job duties as required, to obey these rules and regulations and to faithfully report all violations thereof. The Union agrees that employees shall discharge all duties as assigned to them impartially and without regard to any Union or non-Union affiliation of any personnel at or assigned to TVA's nuclear plant sites, and that failure to do so constitutes sufficient cause for discipline, up to and including discharge. TVA, at its discretion, shall either post, distribute, or otherwise make available all Employer rules and regulations to bargaining unit employees.

Section 3

Any employee shall have the right to review his/her own personnel file. Such request must be put in writing by the employee and addressed to the corporate Human Resources representative assigned to the Nuclear Security organization.

Section 4

In accordance with Federal law, bargaining unit employees must receive payroll and other payments by direct deposit.

ARTICLE 14
HEALTH AND SAFETY

Section 1

Pursuant to its obligations to its employees, TVA shall provide for the safety and health of its employees in accordance with applicable federal laws and regulations.

Section 2

TVA, upon request of the Union, shall meet to discuss areas of safety and health concern.

Section 3

TVA will recognize a representative who is appointed by the site Union executive board members, and approved by IBEW, Local 911 Business Manager to participate in safety committees and meetings. The purpose of such appointees is to identify safety concerns and issues. The purpose of such safety committees and meetings is limited to health and safety matters.

Section 4

Each crew will also have its own safety representative in addition to the Union's site appointed representative. The Union agrees that these individuals will be selected by mutual agreement.

Section 5

TVA will make every effort to ensure all safety representatives are allowed to attend safety meetings. TVA recognizes that if only one officer can be spared, it is the Union appointed safety representative that will be accommodated.

Section 6

All employees will work safely and abide by the health and safety rules and requirements applicable to TVA operations.

ARTICLE 15
SUPERVISORS AND SALARIED PERSONNEL

Supervisory and salaried personnel shall not perform the duties of employees in the bargaining unit except under the following conditions:

- A. When such work is necessary for instruction and/or training purposes of post procedures without removing the employee from operating function/post responsibilities.
- B. Any work necessary during an emergency such as fire, explosion, flood, earthquake, weather conditions (i.e., snow, ice, high winds), line rupture, safeguards contingency events or power failure. Additionally, any emergency in which the Emergency Operations Center is activated, in all cases, except training exercises.
- C. Providing hygiene relief as necessary.
- D. Incidental or *de minimis*.
- E. When employees are not available due to Nuclear Fatigue Rule (NFR) requirements (10CFR26, subpart 1).
- F. When a shortage of staff personnel exists as a result of call-offs, a supervisor may be used to meet short-term staffing requirements until a replacement can be found provided the overtime call-out process has occurred.

This article is to preclude TVA from arbitrarily using supervisory and salaried employees to do bargaining unit work.

ARTICLE 16
SHIFT PREFERENCE/SHIFT VACANCIES

Section 1

Both parties recognize that shifts must be covered at all times to provide for continued safety and efficient operation.

Section 2

TVA and the Union recognize that due to the nature of the operations it may become necessary for personnel to work outside the parameters of the previously announced schedule(s). However, in such instances, TVA will make every reasonable effort to notify all affected employees as soon as it becomes aware of the need for such deviation

Section 3

Once a year, TVA shall post a notice whereby employees, upon completion of probation, may indicate their desire to bid on a vacant permanent shift. The Union will conduct a shift bid and provide the field support supervisor in writing a response from all employees.

This does not mean that there will be an automatic change, but will enable TVA to plan for the future in hiring. An employee may decline a bid submitted previously under this section. If no one volunteers for an open position, TVA shall fill the position with the employee with the least in-classification plant seniority. Any changes resulting from the shift bids will be implemented as soon as possible, generally during the month following the notice of shift bids.

Section 4

When assigning employees to work on crew, TVA agrees to give employees their choice of crew on the basis of in-classification plant seniority in accordance with operational requirements.

Section 5

TVA may assign employees to any schedule to train them with the length of assignment limited to the length of required training but typically not to extend past 6 months.

Section 6

Upon major realignment or change in shift schedule, employees will bid for crew assignment. Assignment shall be by seniority in accordance with operational requirements.

Section 7

When the Employer has a need for long-term special assignment, the posting for the assignment will be posted for ten (10) days and then filled by the candidate who best meets the qualifications for the position.

Section 8

Part-time positions will be posted for ten (10) days and if all candidates are equally qualified, TVA shall fill the part-time position with the candidate with the greatest in-classification plant seniority.

Section 9

The Union recognizes that, inherent in the security operations of the nuclear plants, the requisite duties and responsibilities of security establish the need to retain male/female personnel coverage for security, and as such, the establishment of a Bona Fide Occupational Qualification relative to such duties. Accordingly, the Union recognizes TVA's reserved right to retain male/female employees irrespective of seniority, relative to shift assignments to meet the needs of the shift.

ARTICLE 17
MEDICAL AND DENTAL INSURANCE

Section 1 Coverage

TVA provides a medical/dental benefits plan for employees on a voluntary basis. TVA reserves the right to determine the financial arrangements and entity by which the benefits of the plan are provided.

Employees represented by IBEW, Local 911, receive the same medical and dental benefits plan options provided management and specialists (M&S) schedule employees and under the four tier benefits plan.

All annual employees, except part-time employees working less than 16 hours per week, may enroll in this plan regardless of age and without health requirements if they apply within 31 days of employment or transfer to an eligible position, or during any open enrollment period.

Section 2 TVA – IBEW, Local 911, Health Care Committee

The function of the TVA-IBEW, Local 911 Health Care Committee is to review claims when satisfactory settlement has not been secured between an employee and the plan administrator. The membership of the committee is composed of an equal number of representatives designated by TVA and IBEW, Local 911, with not more than one employee representative per site for IBEW, Local 911. A member of the Employee Benefits organization serves as secretary.

Section 3 Medical/Dental Benefits Plan Payment

TVA agrees to pay a contribution toward the premiums for medical and dental plans, established in the same amount as for management and specialists (M&S) schedule employees.

TVA will not contribute to family coverage in two medical/dental plans for members of the same family (as defined for medical/dental benefits purposes.) Any amount paid by each employee is the difference between TVA's contribution applied to his/her type of coverage and the employee's total cost under the plan. TVA makes payroll deductions for the employee's share of the cost of his or her coverage, if any.

TVA pays its share of the premium up to 24 consecutive months for an employee who is on leave without pay because of a service-connected disability.

TVA will contribute one-half of the applicable portion of its contribution for the full-time employee in behalf of the part-time employee.

Section 4

TVA will keep IBEW, Local 911, informed of any changes in its benefits offerings to employees.

ARTICLE 18
LEAVE

Section 1

Full time and part-time employees are granted leave in accordance with applicable federal laws and regulations and TVA application of such provisions, all of which are not considered part of this collective bargaining agreement.

ARTICLE 19 HOLIDAYS

Section 1

Holidays established by federal statute or Executive Order for federal employees are observed by TVA. Other days on which Congress or the President orders an excuse from work for federal employees on a national basis are considered as holidays.

Section 2

Rules for observing holidays and amount of holiday pay (or pay for working on a holiday) are contained in TVA procedures. For twelve (12) hour work schedules, holidays that fall on the first or second off day in a work week will be observed on the proceeding work day. Holidays that fall on the third or fourth off day in a work week will be observed on the next work day. If the holiday falls on, or is observed on, the fourth work day in the four-day work week (typically known as the overtime day), the holiday will be observed on the proceeding twelve (12) hour work day.

Section 3 The current holidays are:

New Year's Day
Memorial Day
Labor Day
Columbus Day
Thanksgiving Day

Martin Luther King Birthday
Veteran's Day
Fourth of July
President's Day
Christmas Day

ARTICLE 20 UNIFORMS

Section 1

Initial uniforms and replacement uniforms will be provided to all officers and employees are responsible to wear it at all times while on duty, in conformance with TVA rules. Employees may choose between short or long sleeved shirts when ordering initial or replacement uniforms. The initial allotment of uniforms shall be provided by TVA at no cost to the employee and shall include not less than the following items:

- Four (4) shirts total (short sleeve or long sleeve)
- Four (4) pair of pants
- One (1) inner belt
- One (1) three in one coat
- One (1) set of rain gear (pant and jacket) - if desired by the officer
- One (1) cap and toboggan

Section 2

No union insignia will be placed on the uniform. However, the name of the security officer, a small American flag, and a small union insignia (approximately 1x1 inch in diameter) provided by IBEW, Local 911, may be placed on the officer's hardhat.

Section 3

Replacement of required uniforms and equipment due to employee loss or damage caused by neglect will be charged to the employee.

ARTICLE 21
OVERTIME PROVISIONS

Section 1

Nuclear security employees are classified as non-exempt under the Fair Labor Standards Act (FLSA) and must be paid overtime at the time-and-one-half (1.5) rate for all hours worked over 40 hours in a workweek. Employees are also paid at the 1.5 rate for work in excess of 12 hours per day. General guidelines may be found in TVA-SPP-13.029-Pay, Section 3.2.10 J 2 b,c, & d.

Section 2 Pay for Overtime Work

Under certain conditions of work in excess of 16 hours or work under certain conditions on the second scheduled non-workday, the pay rate is twice the straight-time rate.

Overtime must be officially authorized. It is authorized only when necessary for efficient conduct of the work.

The application of overtime to various groups of employees is as follows:

1. Annual Employees

a. Full-Time Employees

Overtime pay for full-time officers is for work outside the basic workweek. It is paid for hours of work in excess of 40 hours in a calendar week. It is also paid for work in excess of 8 hours in any 24-hour period for 8-hour shift employees and for work in excess of 12 hours in any 24-hour period for 12-hour shift employees when that work is not a part of the 40 hours in the basic workweek.

If an employee takes four or more hours of unscheduled paid leave (e.g., sick leave or annual leave) during the workweek, the employee will not be eligible for overtime at the time-and-one-half (1.5) rate until he/she has worked in excess of 36 hours in the workweek with three scheduled straight-time days for 12-hour shift employees, or in excess of 40 hours in a workweek with 40 hours scheduled straight-time work. In such cases, the employee will be paid at the straight-time rate until actual hours worked exceed the number of scheduled straight-time hours for the workweek, i.e. 36 or 40 straight-time hours respectively. For the purposes of the administration of this overtime rule, unscheduled leave is any leave taken during one's weekly work stretch that was not requested the week prior. This is consistent with the language in the Collective Bargaining Agreement, Article 22, Overtime Distribution/Call-in Procedures.

This agreement will be applied to all, with the following exceptions:

1. The Security Officer notifies the Security Shift Supervisor in advance of his/her intended absence to seek personal healthcare services and returns to work with an official doctor's excuse for the absence, will resume his/her schedule without penalty.
2. The Security Officer is late, absent, or leaves early because of requirements to serve on a jury, participate in a National Guard or military reserve activity, or official union business or other such requirements, and returns to the job site with written documentation from the institution that required his/her absence from work, will resume his/her activity without penalty.
3. The Security Officer notifies the Security Shift Supervisor in advance of his/her intended absence due to an immediate family member's need for

assistance in seeking healthcare services, or due to a family member's death, and who returns to work with proper documentation that said family member was treated as described, or was deceased, and that the employee missed work because of this, will resume his/her schedule without penalty.

Overtime rates are not paid for the time spent in voluntary training programs. Appropriate overtime rates are paid for time spent in required training programs outside the basic workday. However, with one pay period's notice to the affected employees, management may change the schedule for such training so that training will occur during the basic workday.

It is recognized that full compliance with the Nuclear Fatigue Rule (NFR) must be achieved; these overtime provisions do not affect any NFR requirements.

Employees are paid at twice the straight-time rate as follows:

1. Work in Excess of 16 Hours
 - a. Employees are not normally required or permitted to work more than two continuous shifts. If, however, an employee is required to work continuously for as much as 16 hours without a non-work period of at least eight continuous hours, he/she is paid twice his/her straight-time rate for all hours worked in excess of 16 until the employee has a rest period of at least eight hours. If the work extends into the next regular shift, the employee receives a premium of straight-time pay in addition to the basic straight-time pay.
 - b. When an employee is required to work continuously for as much as 16 hours without a non-work period of at least eight continuous hours, the employee should, at the end of this overtime work, be relieved from duty if circumstances permit and be given a rest period of at least eight continuous hours. If his/her regularly scheduled shift begins before the end of this rest period, he/she will be paid the regular rate for that part of the rest period which falls within the hours of the regularly scheduled straight-time shift.
 - c. 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 a callout and is required to work without having a rest period of at least six continuous hours before the start of the 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 the employee is required to return to work. This is done even though the employee has not been required to work for more than 16 hours.
 - d. 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 not to work, the employee is paid a premium in addition to the basic straight-time pay. This premium is equal to the difference between straight-time and

overtime pay. It is paid for hours worked during the remainder of his/her regular shift unless the employee is entitled to a straight-time premium under the above provision for work in excess of 16 hours.

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, the employee is paid only the basic straight-time pay.

2. Work on Second Scheduled Non-Workday

- a. If an eight-hour shift employee is regularly scheduled to work Monday through Friday and his/her scheduled non-workdays are Saturday and Sunday, the employee receives twice the straight-time rate for the hours worked on the second scheduled non-workday (Sunday) if he/she has worked overtime the preceding Saturday for at least 30 minutes other than pre- and post-shift turnover time.
- b. If an eight-hour shift employee is regularly scheduled to work other than Monday through Friday or is on a rotating schedule, every calendar week is treated separately. The employee receives twice the straight-time rate for the hours worked on the second non-workday in a calendar week if he/she has worked overtime on the first non-workday for at least 30 minutes other than pre- and post-shift turnover time in that calendar week. This applies even though at the time of a shift change an employee may, on a particular weekend, happen to have Saturday and Sunday as scheduled non-workdays.
- c. The overtime rate for officers working on scheduled non-workdays within the workweek is time-and-one-half the straight-time rate for work on the first scheduled non-workday; time-and-one-half the straight-time rate for work on the second scheduled non-workday or twice the straight-time rate if he/she worked overtime the first scheduled non-workday for at least 30 minutes other than pre- and post-shift turnover time; time-and-one-half the straight-time rate for work on the third scheduled non-workday or twice the straight-time rate if he/she worked overtime the second scheduled non-workday at time-and-one-half for at least 30 minutes other than pre- and post-shift turnover time; time-and-one-half the straight-time rate for work on the fourth scheduled non-workday or twice the straight-time rate if he/she worked overtime the third scheduled non-workday at time-and-one-half for at least 30 minutes other than pre- and post-shift turnover time. However, if the employee takes four or more hours of paid leave (e.g., sick leave or annual leave) during the workweek, the employee will not be eligible for twice the straight-time rate of pay for work on any scheduled non-workday during the same workweek.

2. Part-time Employees

Part-time salary policy annual employees' work hours are scheduled in advance, and are subject to the same pay rules as full-time annual employees; however:

- Holidays – For part-time employees holidays are not rolled. Therefore, if a holiday falls on a scheduled non-workday, and the employee does not work, the employee receives no holiday pay. When part-time employees do work on a holiday, the amount of pay is based on their scheduled work hours for the holiday.
 - Overtime – Part-time employees are paid overtime for work in excess of 40 hours in a workweek or 12 hours in any 24-hour period when that work is not a part of the basic workweek. For other hours worked outside of their regularly scheduled hours, they receive straight-time pay.
3. Employees on hourly rates
 Employees on hourly rates receive overtime pay for hours worked in excess of 40 hours in a calendar week. The overtime rate is one and one-half times the employee's straight-time rate. Under the same conditions as prescribed for full-time employees on annual rates, they receive twice their straight-time rate for work in excess of 16 continuous hours. Employees on hourly rates do not receive holiday pay for holidays they do not work, and there is no rolling of holidays. When they are required to work on a holiday, they are paid two times their hourly rate.

Section 3

There will be no compounding, duplicating, or pyramiding of payments for the same hours worked under any circumstances of any description.

ARTICLE 22
OVERTIME DISTRIBUTION/CALL-IN PROCEDURES

Section 1

The amount of overtime and the schedule for working such overtime shall be established and administered by TVA so as not to violate the Nuclear Regulatory Commission (NRC) requirements which shall take precedence over any provision or aspect of the overtime distribution/call-in procedure. Exceptions under the NRC requirements are solely within management's discretion. In addition, management may make overtime/call-in assignments regardless of these procedures when necessary to ensure TVA-directed personnel search requirements for same-sex searches are met. In such cases, Nuclear Security will apply the procedures listed below to the maximum extent feasible. In the event an error is made and management fails to distribute overtime to the appropriate employee, it will be corrected by offering makeup overtime to the employee inadvertently missed. Payment in lieu of makeup overtime will not be offered. TVA does not pay for overtime that is not worked.

Section 2

Procedure for Filling Overtime:

VOLUNTARY OVERTIME:

A voluntary overtime list shall be posted, in a location that is readily accessible to Nuclear Security Officers (NSOs), prior to the beginning of each pay period. NSOs who wish to be called for overtime shall initial in the appropriate space for the day(s) they are willing to be offered to work overtime. Officers on the voluntary list may indicate which overtime post they prefer from the postings. Overtime will normally be called on the first day of each work stretch, overtime postings that occur after the first day will be called as early as possible:

- Any changes or deletions to the voluntary overtime list shall only be made by the security shift supervisor or his/her designee by placing his/her initials in the appropriate space on the overtime list, at the request of the affected NSO.

- All overtime shall be offered to those that have initialed the overtime list by the lowest overtime hours worked. If the lowest overtime hours are the same, overtime shall be offered by plant seniority.
- Personnel who volunteered, or were forced in to support a specific project, will be first offered the opportunity to leave for the day in the event that the specific project is completed and management does not have additional staffing needs for the shift.

INVOLUNTARY OVERTIME:

Once voluntary overtime procedures have been exhausted and overtime slots still remain to be filled, the following procedure shall be followed:

- The NSO with the lowest overtime hours worked shall be forced with seniority being the tie-breaker.
- The security shift supervisor or his/her designee shall approve temporary exemptions to the forced overtime procedure upon meeting and conferring with the IBEW crew steward (e.g., temporary medical constraints, annual leave, sick leave, etc.).
- Except as determined by TVA, every effort will be made to avoid directing a NSO to work overtime on consecutive days.
- In the event that voluntary and forced NSO(s) are working the same overtime shift, and it is determined one of the post(s) are no longer needed, the forced NSO shall be relieved, if relief has been requested. However, if the forced NSO expresses a desire to continue working and the voluntary NSO wishes to be relieved, the voluntary NSO shall be relieved from the remainder of his/her shift (except as noted above under Voluntary Overtime).
- An NSO on his/her scheduled off day may volunteer to work a shift of a co- worker that received a forced overtime. An NSO working overtime on his/her scheduled off day shall not be forced onto another overtime shift on a different day within the same workweek until everyone else who could be reasonably forced has been forced.
- Forced overtime shall not cancel time off for annual leave or holidays which have already been scheduled, except in a declared emergency.
- Off day(s) shall be treated as unpaid annual leave day(s) when they fall consecutively before and/or after scheduled annual leave day(s).
- A security supervisor shall speak directly to the affected NSO when forcing the NSO from his/her home.

Section 3

- A printout shall be maintained using the TVA time and labor reporting system (e-Workplace), and shall be updated each pay period (bi-weekly), indicating NSOs by name, TVA Employee ID, and cumulative overtime hours worked. This printout shall be used to offer overtime to NSOs by lowest overtime hours. On January 1, all overtime hours shall be set at zero and a new overtime list shall be established.
- A union representative may be allowed to be present when overtime is being called but is not required to be present.
- Distribution of voluntary overtime is not grievable.

ARTICLE 23 PAY

Section 1 Classifications

TVA and the IBEW, Local 911, recognize a four classification pay structure for NSOs. The classification and pay structures are as follows:

NSO-Trainee*	<ul style="list-style-type: none"> • New hire/in training to become a qualified NSO
NSO-Probationary*	<ul style="list-style-type: none"> • Qualified NSO (classification used during the 12 month probationary period) • May be assigned to any post, duty or work assignment for which he/she is qualified
NSO*	<ul style="list-style-type: none"> • Qualified NSO • May be assigned to any post, duty or work assignment for which he/she is qualified
Senior NSO*	<ul style="list-style-type: none"> • Qualified NSO with a minimum of four years' experience performing Tactical Response Drills and Force on Force exercises as an Armed Responder • Administers on-the-job training for NSO-Trainees • May be assigned to any post, duty or work assignment for which he/she is qualified

*See applicable Position Description for details

Eligibility for Promotion

An employee's eligibility for promotion is dependent upon his/her attainment and maintenance of all of the following: (1) meets all minimum requirements of the new position; (2) satisfactory or better performance; (3) no more than two remediations for annual requalification.

Section 2 Determining Salary Rates

TVA's compensation philosophy is to provide competitive compensation for similar positions based on the relevant labor market. Compensation will be reviewed annually.

TVA and IBEW, Local 911, will jointly collect salary, wage data, and contractual information from utilities with comparable nuclear security work in the Nuclear Regulatory Commissions Region 2 geographic area and other comparable utilities adjoining the TVA watershed. This does not preclude the use of published data or the use of third party vendors to collect wage data. This data will serve as the basis for negotiation of the basic salary rate for the Senior NSO position once every three (3) years.

TVA and the IBEW, Local 911, will negotiate to establish the salary for the Senior NSO classification. Once the basic salary rate for the Senior NSO position has been determined, the following pay differentials will be applied:

Classification	Differential to Senior NSO
NSO-Trainee	60 percent of the Senior NSO Wage
NSO-Probationary	70 percent of the Senior NSO Wage
NSO	80 percent of the Senior NSO Wage

In addition to any negotiated salary adjustment, employees may receive variable or incentive pay based on overall TVA, business unit, group and/or individual performance. The award may be in the form of a lump-sum payment or as an addition to base pay.

Section 3 Creditable Service

Creditable service is employment in a nuclear security related position for which the employee's service is fully adequate or better. Part-time employment in a nuclear security related position is creditable on the basis of hours worked with 80 hours of work constituting one pay period of creditable service. The following periods, if they occur within or just after creditable service in

regular full-time annual employment status, also count as creditable service:

- a. Military or other service in accordance with applicable federal law or regulation pertaining to restoration rights.
- b. Period for which an employee received compensation benefits because of an established service-connected injury or illness.
- c. Not more than 30 continuous days of leave without pay for any reason other than when in receipt of compensation benefits under Item b above.

Creditable service is counted on a biweekly-pay-period basis. When the date of an appointment or status change is the first regularly scheduled workday of a biweekly pay period, creditable service starts at the beginning of the pay period (Monday). Separate fractions of pay periods are added and credit is given in their aggregate for one or more full pay periods. A period of creditable service ends on the last day of pay status prior to a break in service, except as provided in a and b above. If the last day in pay status or the end of creditable leave without pay is on the last regularly scheduled workday of a biweekly pay period, creditable service continues through the end of the pay period (Sunday).

Section 4 Movement from the Security Management Schedule into Nuclear Security Schedules

If an employee transfers to a nuclear security position from a security management schedule he/she is placed in the appropriate classification and pay rate based on his/her training and experience. However, if the employee held the security management position less than three years and then returns to the nuclear security position, he/she would return to the nuclear security position at the appropriate rate as if he/she never left the bargaining unit.

ARTICLE 24 TRANSFER WITHOUT VACANCY ANNOUNCEMENT

1. General Provisions

A vacant position may be filled without a vacancy announcement by transfer of an NSO as provided below:

- a. Officers at a nuclear site having a surplus may be directed to transfer to a vacant position in the same competitive level at a different nuclear site.
- b. Officers at the surplus plant will be given the opportunity to voluntarily transfer to the plant having a vacancy before any officer is directed to transfer from the plant with surplus officers. Preference for transfer or retention will be based on in-classification plant seniority as defined in Article 9. If no officer elects to voluntarily transfer from the site with surplus, officers will be directed to transfer to the site where vacancies exist. Preference for transfer or retention will be based on in-classification plant seniority as defined in Article 9. Should more than one employee be directed to transfer, the employee with the most in-classification plant seniority will have preference among sites where vacancies exist. Should an employee be directed to transfer, TVA will pay relocation expenses consistent with federal regulations.
- c. Vacancies at a plant will be filled in the following order: (1) volunteers for transfer from a site with surplus, (2) directed transfer from a site with surplus, (3) return transfer, provided the vacancy is at the site from which the employee was directed to transfer.

- d. If there are more transfer requests for a site than vacancies at that site, offers for transfer are made in the order of length-of-service as defined above in sections b and c.
- e. Officers have three working days after receipt of the electronically transmitted offer to accept or reject an offer of transfer. If this offer is rejected, TVA may exercise its right to discharge the individual for refusing a directed transfer.

2. Transfers in Unusual Situations

In unusual situations in which the needs of the service cannot be met by transferring an employee selected as provided above, the organization fills the vacant position through other means and in writing informs the employee who would normally have been transferred to the position of the reasons why the normal procedures were not followed.

ARTICLE 25
TEMPORARY ASSIGNMENTS

In unusual circumstances, to fill a temporary need for protective services, TVA may place a NSO or trainee on a temporary field assignment to any location (within NPG or other nuclear-related assignments). In such a case, for periods not to exceed twelve (12) months, TVA will fill temporary assignments by way of an expression of interest to all NSOs, giving preference to those with the greatest seniority unless otherwise agreed upon by TVA and IBEW, Local 911.

ARTICLE 26
EMPLOYEE CONTRIBUTION RETIREMENT PROGRAM

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 which remain in effect until modified by procedures established by the Retirement System.

ARTICLE 27
SEPARABILITY

Should any provision of this Agreement at any time during its life be found in conflict with the federal law, or as such laws may be amended, then such provision shall continue in effect only to the fullest extent permissible under the applicable law, with the further understanding that, if at any time thereafter such provision is no longer in conflict with the law, then such provision of this Agreement as originally embodied therein shall be restored in full force and effect as if it had never been in controversy or violation. It is further understood and agreed that the provisions of this Agreement are deemed to be separable to the extent that, if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rules or regulations issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

ARTICLE 28
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the

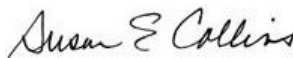
understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, TVA and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29
DURATION

THIS Agreement shall be in effect from the date it is fully executed through and including May 31, 2024, and then shall automatically renew itself from year-to-year thereafter only unless the Tennessee Valley Authority or the International Brotherhood of Electrical Workers gives written notice to the other party no less than sixty (60) but no more than ninety (90) days prior to May 31, 2024, or May 31st of any subsequent year thereafter, of its desire to terminate this Agreement. During the term of this Agreement there shall be no reopening to consider wages, hours or other terms of employment except by written mutual Agreement. In the event the Tennessee Valley Authority and the International Brotherhood of Electrical Workers are unable to reach agreement with respect to wages at the wage negotiations, it is expressly agreed and understood that all provisions of the contract shall remain in full force and effect for the duration of this agreement.


IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers this date.

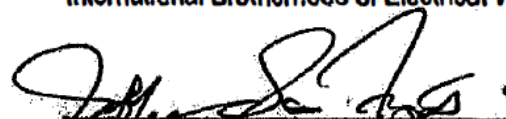
Tennessee Valley Authority

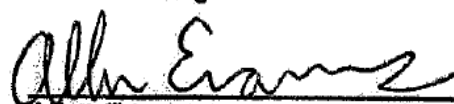

05/21/2021
Susan E. Collins (date)
Executive Vice President
and Chief People & Communications Officer


05/03/2021
Will Trumm (date)
Director
Labor and Employee Relations

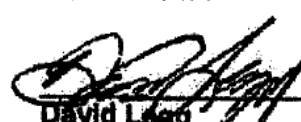
**International Brotherhood of
Electrical Workers**


4-27-2021
Curtis Sharpe (date)
International Representative
International Brotherhood of Electrical Workers


4-28-21
Jeffrey Scott Fugate (date)
Business Manager


4-28-21
Allen Evans (date)
WBN Unit Chair


04/28/21
Steve Goshorn (date)
SQN Unit Chair


4-27-2021
David Legg (date)
BFN Unit Chair

**APPENDIX A
SALARY RATES**

**Basic Salary Rates
Nuclear Security Officers
FY 2022 – FY 2024**

	FY 22 *	FY 23 **	FY 24 ***
Nuclear Security Officer - Trainee	\$34,291	\$35,063	\$35,764
Nuclear Security Officer - Probationary	\$40,006	\$40,907	\$41,725
Nuclear Security Officer	\$45,722	\$46,750	\$47,686
Senior Nuclear Security Officer	\$57,152	\$58,438	\$59,607

* Effective 9/27/2021

** Effective 9/26/2022

*** Effective 9/25/2023

LETTER OF UNDERSTANDING
Dues Authorization Form

In accordance with Article III, Dues Check-Off, the form below, Dues Check-Off Authorization, will be submitted to the Employer to authorize a Union member's authorization to make deductions from their paycheck for initiation fees and/or dues. An employee's authorization for dues deductions is not required and is strictly voluntary on the part of the employee.

DUES CHECK-OFF AUTHORIZATION
International Brotherhood of Electrical Workers-TVA

I, _____, hereby authorize and direct the Tennessee Valley Authority (TVA) to deduct from my earnings and to remit to the International Brotherhood of Electrical Workers (IBEW, Local 911), in accordance with TVA procedures for making payroll deductions, such amounts as TVA may be billed on my account by the said union for initiation fees and union dues. I hereby appoint the said union and its authorized agents as my agents and attorneys in fact to receive from TVA said amounts in my behalf. I understand that TVA acts only as agent for the collection and remittance of union dues and initiation fees; and in consideration of TVA's performance of this service in my behalf, I hereby release TVA from all claims for damage or injury which may be attributable, in whole or in part, to negligence or mistake of TVA or its employees or agents in the collection and remittance of union dues and initiation fees. This authorization shall continue in full force and effect: (1) for a period of one year from the effective date of this authorization and, if not revoked as described below, each annual renewal thereafter; (2) until my transfer to a position outside of the Nuclear Security bargaining unit or termination of my employment with TVA; or (3) until the expiration of this collective bargaining agreement, whichever occurs first. This authorization is irrevocable for a period of one year from the effective date of this authorization, and if not revoked as described herein, for each automatic renewal thereafter. I understand that, unless revoked pursuant to items 2 or 3 above, this authorization is automatically renewed annually unless TVA receives from me a written notice of revocation, with a copy to the union within the 30-day period preceding the annual anniversary of this authorization. This revocation will be effective for the month following the annual anniversary date or as soon as practicable thereafter.

Employee Name (printed)

Employee Identification No.

Work Location

Employee Signature

Effective Date

Witness

(MAIL FORM TO: TVA DISBURSEMENT SERVICES)