

Memorandum of Understanding
between
Tennessee Valley Authority
and the
International Brotherhood of Electrical Workers
regarding the
Retention of Critical Operations Personnel
in
Power Operations
Revision – December 2024

The Tennessee Valley Authority (TVA) and the International Brotherhood of Electrical Workers (IBEW) agree to the following Memorandum of Understanding (MOU) to maintain critical operations personnel and support critical plant operations at coal plants. The parties agree that Power Operations may temporarily retain necessary operations personnel based on business need while providing opportunities for further career development. TVA and the IBEW agree to the following terms and conditions:

- Employees in Unit Operator (UO), Assistant Unit Operator (AUO), Instrument Mechanic (IM), and Senior Instrument Mechanic (SIM) classifications, who are selected for a position in an organization outside of coal or are selected for participation in a qualifying training program, may be retained in their present position and at their current plant, for a period not to exceed 24 months from the date of acceptance.
- UOs, AUOs, IMs, and SIMs offered a position in an organization outside of coal or selected for a qualifying training program may accept such a position and will be "loaned back" to Power Operations for a period not to exceed 24 months contingent on the availability of additional resources.
- Employees who accept trainee positions at a higher pay rate will have their pay adjusted accordingly, per section B-111.B.2.b of the General Agreement.
- UOs, AUOs, IMs, and SIMs will receive a retention incentive payment of fifteen percent of current or adjusted base pay (whichever is higher), not to exceed \$30,000 to be paid in a lump sum and prorated based on the number of full months an individual was retained. The retention incentive will be paid upon the retained individual reporting to the new position or upon entry into a qualifying training program.
- If a participant voluntarily leaves TVA; leaves a retained UO, AUO, IM, or SIM position without being released; is removed from participation in a qualifying training program; or is terminated for cause, they will forfeit eligibility to receive payments under this agreement. Participants cannot "double-dip" by participating in another retention agreement or signing a VRIF.
- Power Operations will monitor staffing levels and will release retained employees based on business needs at the earliest opportunity.
- Upon signing of this MOU, the parties agree to establish a joint review board to address issues of administration of this MOU or other related issues that may arise, including questions regarding retention or release dates. At the time a fossil UO, AUO, IM or SIM is confirmed to be a selectee into another Joint Training Program, the review board shall meet to discuss staffing needs to facilitate transfers in an expedited manner.

If needed, the Power Operations Vice President and the IBEW International Representative will assist with any obstacles regarding these employee transfers.

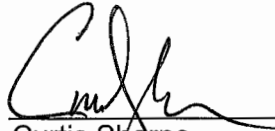
This MOU is for the limited purposes contained herein and shall not be used as a precedent in any other matters. This MOU may be cancelled by either party notifying the other party in writing at least 60 days prior to the date of cancellation.



1-23-2025

Matt Faulkner
Director, Labor Relations
Tennessee Valley Authority

(date)



1-13-2025

Curtis Sharpe
International Representative
International Brotherhood of Electrical
Workers

(date)