

PLEASE BE ADVISED

PL 610-11 Has been moved to:

<http://www.bpa.gov/Careers/Benefits/Labor/Pages/BPA-AFGE-mou.aspx>

This PL and the associated MOU, if any, remains in effect.

BONNEVILLE POWER ADMINISTRATION
HUMAN CAPITAL MANAGEMENT
Portland, Oregon

PERSONNEL LETTER (PL): 610-11

DATE: July 16, 2009

SUBJECT: Compressed Work Schedule for Power Services, Bulk Power, Scheduling
Coordination, Public Utility Specialist (Real Time)

**BONNEVILLE POWER ADMINISTRATION
HUMAN CAPITAL MANAGEMENT
Portland, Oregon**

PERSONNEL LETTER NO. 610-11 (Revised)

DATE: July 16, 2009

SUBJECT: Compressed Work Schedule for Power Services, Bulk Power, Scheduling Coordination, Public Utility Specialist (Real Time) employees.

PURPOSE

This Personnel Letter –

- Sets forth procedures for implementation of a compressed work schedule for the Power Services, Bulk Power, Scheduling Coordination, Public Utilities Specialist (Real Time) employees
- Is revised to include a four-hour day to: (a) aid in balancing a pay period to 80 hours; and (b) provide multiple eight- and four-hour start and stop times to increase flexibility in using such shifts.
- Supersedes Personnel Letter No. 610-11 (Rev.), dated March 22, 2002.

I. SCOPE

This Personnel Letter applies only to full-time employees in the Power Services, Bulk Power, Scheduling Coordination, Public Utilities Specialist (Real Time) employees.

II. GENERAL PROVISION

This plan supplements provisions of the labor agreement between BPA and the AFGE Local 928 and shall be consistent with any revisions made to such labor agreement, and applicable laws and regulations.

III. BASIC CONDITIONS

- A. Employees rotate through four established work shifts that provide coverage 24 hours per day, 7 days per week. Shifts are 12 hours, 8 hours or 4 hours in duration. The 8 and 4 hour shifts have alternate start and stop times, used to increase flexibility and to balance an 80 hour pay period.
- B. Shift #1 is 0600 to 1800 hours. Shift #2 is 1800 to 0600 hours. Shift #3a is 06:00 to 14:30, 3b is 07:00 to 15:30 and 3c is 0800 to 1630 hours. Shift #4a is from 0800 to 1200, and Shift 4b is from 1200 to 1600. Shift #4c is four hours in duration and may be worked at any point from 0600 to 1800, as long as it is scheduled and receives management approval prior to the beginning of the pay period.

- C. No lunch break is included in shifts #1 and #2 and #4; shift #3 includes a 30-minute lunch break.
- D. The practice of employee-initiated shift trading is acceptable, provided that the Master Schedule is updated at the time of the trade. Management retains the ability to disapprove any traded shift.

IV. PLAN CHARACTERISTICS

- A. Administrative workweek: For time and labor reporting, the designated administrative workweek shall extend from 0600 hours Sunday to 0600 hours the following Sunday.
- B. Basic Work Requirement: The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave. An employee's basic work requirement is 80 hours in a pay period. This work may be scheduled in fewer than 5 days in an administrative workweek or fewer than 10 days in 2 administrative workweeks.
- C. Designation of Workday for Regularly Scheduled Night-Shift Work: The night shift is scheduled to start on the day it is shown on the schedule. For example, a 12-hour shift that starts at 6:00 p.m. on Saturday is to be recorded as 12 hours worked on Saturday. (Note: In the example used, this does not affect the employee's entitlement to Sunday premium pay for the entire 12-hour shift worked on Saturday because a part of that shift is worked on the calendar day of Sunday.)
- D. Regularly Scheduled Administrative Workweek: For a given employee, the rotating tours of duty to which the employee is assigned.
- E. Tour of Duty: The tour of duty for employees under this program is the rotating shift assignments of affected employees. Management may, as appropriate due to operating needs, temporarily adjust the arrival and departure time of an employee's scheduled duty shift. **Credit hours may neither be earned nor used.**
- F. Overtime Work: All hours an employee is ordered to work on any day in excess of his or her compressed schedule. **Regularly scheduled tour of duty hours, including 12-hour shifts, worked by an employee are not overtime.**
- G. Compensatory Time Off: Time off in lieu of pay for irregular or occasional overtime work.
- H. Night Pay: Night pay is paid for work performed between 1800 and 0600 hours.

- I. Holidays: An employee who is relieved or prevented from working on a day designated as a holiday (or an "in lieu of" holiday) is entitled to pay for the number of hours he or she normally would have been scheduled to work that day. Employees shall not be scheduled for Shift 4 on a Holiday or In Lieu of Holiday.

For an employee whose work shift covers portions of 2 calendar days, the designated holiday (or the "in lieu of" holiday) is based on the employee's work shift that commences on such holiday. (See example below under "Holiday Premium Pay.")

- J. Holidays Falling on Non-Workdays: When a holiday falls on a scheduled non-workday for an employee, the workday immediately before that scheduled non-workday is designated as the "in lieu of" holiday.

- K. Holiday Premium Pay: An employee who performs non-overtime work on a holiday (or a day designated as the "in lieu of" holiday) is entitled to basic pay plus premium pay equal to his or her rate of basic pay for that holiday work. Holiday premium pay is limited to the number of hours normally scheduled to be worked on that day. Additional ordered or authorized work on that day is compensable as overtime.

For an employee whose work shift covers portions of 2 calendar days, the designated holiday (or the "in lieu of" holiday) is based on the employee's work shift that commences on such holiday. (For example, if an employee is scheduled to work, and does actually work, a shift from 1800 to 0600 hours on both July 4 and July 5, the entire work shift beginning on July 4 is considered the holiday and the employee would receive 12 hours of holiday pay for the period of 1800 to 0600 hours that began on July 4.)

- L. Sunday Pay: An employee who performs non-overtime work during a period of scheduled duty, a part of which is performed on Sunday, is entitled to Sunday pay for his or her entire period of duty on that day.
- M. Absence from Work: Time off during an employee's basic work requirement must be charged to the appropriate leave category unless he or she is granted compensatory time off or an excused absence.
- N. Training, Travel, Court Leave, Military Leave, Etc.: Employees shall be assigned to 8-hour day shifts, as appropriate, when they are engaged in authorized activities that take them away from their regular work.

V. REFERENCES

- 5 U.S.C., Chapter 55, Subchapter V, Premium Pay
- 5 U.S.C., Chapter 61, Hours of Work

Roy Fox
Chief Human Capital Officer

**MEMORANDUM OF UNDERSTANDING
COMPRESSED WORK SCHEDULE FOR POWER SERVICES, BULK POWER,
SCHEDULING COORDINATION, PUBLIC UTILITY SPECIALIST (REAL
TIME) EMPLOYEES**

This memorandum of understanding (MOU) between BPA and the American Federation of Government Employees (AFGE), Local 928, establishes a compressed work schedule (CWS) for the Power Schedulers (Real Time) working in the Power Business Line, as described in Personnel Letter No. 610-11. The purposes of the work schedules are to meet BPA's business needs in a cost-effective manner, while also providing working conditions that meet the collective needs of affected employees.

Schedule Changes. It is understood that management retains the right to make individual schedule changes due to unanticipated employee absences, turnover, changes in unit staffing levels, operational needs, or the needs of employees. However, such changes will not deviate from the conceptual model of shifts identified in the corresponding Personal Letter. In situations where management knows well in advance that groups of employees will need to make schedule changes as a result of new programs or requirements, such employees will be given advance notice of the schedule change at least 7 days in advance, unless BPA would be seriously restricted in carrying out its function or that costs would be substantially increased.

Modification/Termination Each party retains the right to request modification or termination of the compressed work schedule and its provisions at any time. The obligation to bargain is permissive on the part of both parties except as noted in the next paragraph.

The work schedule will be terminated if management unilaterally eliminates the work performed by employees covered by the work schedule. Each party retains the right to compel good faith bargaining on any proposed modification or termination in the following circumstances: (a) if any law or regulation applicable to BPA conflicts with any provision of the Personnel Letter; (b) as part of negotiating the BPA-AFGE collective bargaining agreement upon the expiration of such agreement; or (c) upon presenting proposed changes in writing to the other party between 30 and 60 days prior to the anniversary date of this MOU. Additionally, this MOU will automatically renew each year unless either party requests re-negotiation within the time frame required as stated above.

Agreed to July 16, 2009


BPA Labor Relations Officer


AFGE Local 928 President

MOUPL610-15