

PLEASE BE ADVISED

PL 610-13 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): 610-13 (REV)

DATE: July 15, 2005

SUBJECT: Compressed Work Schedule for TBL IT Specialists (Control System Monitors)

AFGE

**BONNEVILLE POWER ADMINISTRATION
DIVISION OF HUMAN RESOURCES
Portland, Oregon**

PERSONNEL LETTER NO. 610-13 (Rev.)

DATE: July 15, 2005

**SUBJECT: COMPRESSED WORK SCHEDULE FOR TBL IT SPECIALISTS
(CONTROL SYSTEM MONITORS)**

I. PURPOSE

This Personnel Letter supplements Personnel Letter 610-5, Hours of Duty. Specifically, it sets forth procedures for the implementation of a compressed work schedule for the IT Specialists (Control System Monitors) in the Transmission Business Line.

II. PURPOSE OF REVISION

To adopt the provisions of the compressed work schedule described below, which was established on a trial basis in March 2005 and described in Personnel Letter No. 610-15. This issuance supersedes Personnel Letter No. 610-13, dated June 13, 2003, and also replaces Personnel Letter No. 610-15, dated February 24, 2005, which is abolished.

III. REFERENCES

5 U.S.C., Chapter 55, Subchapter V, Premium Pay

5 U.S.C., Chapter 61, Hours of Work

IV. SCOPE

This Personnel Letter applies only to full-time TBL IT Specialists (CUSTSPT) who function as Control System Monitors.

V. GENERAL PROVISION

This plan supplements provisions of the labor agreement between the Bonneville Power Administration (BPA) and the American Federation of Government Employees Local 928, and shall be consistent with any revisions made to such labor agreement, and applicable laws and regulations.

VI. BASIC CONDITIONS

Employees rotate through 3 established work shifts that provide coverage 24 hours per day, 7 days per week. Shifts are 8 hours and 12 hours long; shift #1 is 0600 to 1800 hours, shift #2 is 1800 to 0600 hours, and shift #3 will begin no earlier than 0600 and no later than 1000, and will end 8 hours later. No lunch break is included in any of the shifts. Each employee will work six 12-hour shifts and one 8-hour shift except as noted in paragraph VII.N.

VII. PLAN CHARACTERISTICS

(Note: For purposes of this issuance, the phrase “regularly scheduled” refers to work that has been scheduled in advance of the administrative workweek in which the work will occur.)

- A. **Administrative Workweek**: For time and attendance reporting purposes, the designated administrative workweek shall extend from 1800 Saturday to 1800 the following Saturday.
- B. **Basic Work Requirement**: Basic work requirement means 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 is scheduled in fewer than 5 days in an administrative workweek or fewer than 10 days in two administrative workweeks, as noted in Section VI.
- C. **Designation of Workday for Regularly Scheduled Night-Shift Work**: The night shift is scheduled to start on the day before 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 Sunday. (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 and scheduled for in advance of the administrative workweek.
- 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, including on an employee's 8-hour scheduled workday.**
- F. **Overtime Work**: Overtime hours are all hours an employee is ordered to work on any day in excess of his/her compressed schedule, as noted in Section VI. (e.g., reporting prior to the start of the shift or staying beyond the end of the shift, filling in on an emergency basis for part or all of a shift assigned to another employee because of such employee's unanticipated absence, etc.).
- G. **Compensatory Time Off**: Compensatory time off is time off in lieu of pay for irregular or occasional overtime work (i.e., overtime that is not scheduled in advance of the administrative workweek in which it occurs). (Note: For employees on compressed work schedules, regularly scheduled overtime cannot be compensated by means of compensatory time off.)
- H. **Night Pay**: Night pay is paid for regularly scheduled work, including regularly scheduled overtime work, performed between 1800 hours and 0600 hours. This includes an employee who is temporarily assigned during the administrative workweek to a daily tour of duty that includes such night work, but does not include irregular or occasional overtime work that is in addition to the employee's regularly scheduled administrative workweek.

An employee is entitled to night pay differential for a period of paid leave only when the total amount of that leave in a pay period, including both night and day hours, is less than 8 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/she normally would have been scheduled to work that day.

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/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 hours to 0600 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 premium pay for the period of 1800 hours 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/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/she is granted compensatory time off or an excused absence. The amount charged for an entire shift will be either 8 hours or 12 hours, depending on the assigned shift.
- 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.

Godfrey C. Beckett, Manager
Human Resources, Diversity and EEO

MEMORANDUM OF UNDERSTANDING

COMPRESSED WORK SCHEDULE FOR IT SPECIALISTS (CONTROL SYSTEMS MONITORS) IN THE TRANSMISSION BUSINESS LINE

This memorandum of understanding (MOU) between BPA and the American Federation of Government Employees (AFGE), Local 928, establishes a compressed work schedule for the Control System Monitors (CSM) working in the Transmission Business Line, as described in Personnel Letter No. 610-13 and supersedes the previous MOU for CSM's. The purposes of the work schedule 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, including minimizing the adverse impacts associated with shift work.

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 concept as described in the Personnel Letter of scheduling each employee to six 12-hour shifts and one 8-hour shift of work each pay period (except as otherwise provided for in the Personnel Letter such as jury duty), consistent with the definition of the administrative workweek. 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.