

**Memorialization of Agreements and Understandings Reached
During 2007 BPA-CPTC NEGOTIATIONS**

AGREEMENTS AND UNDERSTANDINGS

This document memorializes the understandings agreed to at the bargaining table.

1. BPA will provide a written explanation to the Heavy Equipment Operators and field Foreman III regarding the need for proper inspection and maintenance of equipment operated by Heavy Equipment Operators.
2. Management has the right to re-open the language in paragraphs 4-2.06 and 4-2.07 for re-negotiation on or after the earlier of either: (a) when the current Foreman III retires; or (b) March 2008.
3. When further attrition occurs among the two Electric Utility Carpenters that currently remain in the Ross Carpenter Shop, it will be handled as noted below:
 - (a) If the Carpenter Foreman II leaves his position before the journeyman Carpenter does, management and the union will meet to discuss the appropriate wage rate for the journeyman based on the duties assigned by management, which would be expected to include some responsibility for coordinating and scheduling work involving maintenance of facilities.
 - (b) If the journeyman Carpenter leaves his position before the Carpenter Foreman II does, the Foreman II will continue to receive a wage rate that is equal to the wage rate of a Carpenter Foreman II, with the understanding that management will assign additional duties to support the wage rate. As possible examples, such duties might include management duties other than supervision of other employees and/or might include supervision of Facilities Maintenance Workers assigned to Ross.
4. BPA will establish a pool of laptop computers, managed by the Technical Training staff, for use by apprentices and Craftsman Trainees.
 - (a) The laptops will be provided, as needed, when such employees are in work situations that would otherwise prevent them from having access to a BPA computer (e.g., when not at the Technical Training Center or their district headquarters) and there is a need to use the computer for work-related activities associated with their training.
 - (b) Use of the computers is subject to BPA rules on the proper use of government equipment.

5. The parties agree that if a majority of workers in a particular craft at a particular work location believe there is a problem with equitable distribution of overtime work (including a majority of workers that believe that a couple of workers are being adversely and inequitably impacted), a 3-step process will be used to resolve the issue.
 - (a) The first step would be for the union to advise Labor Relations and the parties would meet to determine if there is a problem and, if so, how to resolve it.
 - (b) If the problem continues, the second step would be for the union to advise Labor Relations. BPA would have an opportunity to address or correct and would then notify the Union.
 - (c) If the problem continues, Labor Relations and the Union would meet to reach agreement in writing on the rules that would apply to the craft at the work location.
6. The union retains the right to initiate mid-term bargaining on the topic of arc flash protective clothing.
7. With respect to craft jurisdiction:
 - (a) Craft cooperation for Shops was reaffirmed;
 - (b) Jurisdiction issues within the Council that do not involve management should be addressed through communication by affected crafts; and
 - (c) If there is a post-ratification joint road show, it would include discussion of paragraph 5.04 to educate employees.
8. With respect to paragraph 2-1.07 E., it is not intended to allow a crew member not to be called out. A crew member at home needs to be called and until such call is made, that crew member is not considered "absent."
9. The "Motel Room Penalty" understanding from the 1992 negotiations, and the September 4, 1992, memorandum from Fred Johnson to O&M Managers, are no longer in effect.
10. With respect to Substation Operations:
 - (a) There will be a one-year trial period, which begins within 90 days of ratification and starts at the time that the jobs are posted;
 - (b) Management will temporarily fill 2 to 4 Chief I positions;

- (c) The locations will be determined by management through further study by the EPIP team;
 - (d) The union may designate an individual to fully participate on the EPIP team;
 - (e) At a minimum, at least one Chief I will be co-located at HQs with a Chief III and at least one Chief I will be located remote from a Chief III; and
 - (f) Between 30 to 60 days prior to the expiration of the one-year trial period, management and the Union will meet to start bargaining any continuation and the terms thereof.
11. The Senior System Dispatcher rate of pay that was negotiated in a MOU, dated August 2000, was memorialized into the bargaining agreement, thus superseding such MOU.
 12. The parties agree that the outcome of the Littleton arbitration, with respect to earning Overtime Meal Allowances and Missed Meal Period Penalties, is the correct interpretation of the bargaining agreement.
 13. The Ross General Shops shall be supervised by a General Foreman III who will be a qualified journeyman in one of the metal trades supervised (Machinist, Welder, or Sheet Metal Mechanic). The Electric Utility Material Handler assigned to the General Shops will also report to the General Shops Foreman III.
 14. The Union has the right to approach the Administration to re-negotiate the rates of pay for Foreman in the General Shops in accordance with paragraph 8.03 in the bargaining agreement if the existing classifications are substantially changed.
 15. The General Shops Manager will periodically, as needed, meet with shop journeyman to discuss issues related to the efficient and cost-effective operation of the General Shops.
 16. In filling the newly-created General Shops Foreman III position, management has decided to solicit volunteering employees from among General Shops employees to participate in an interview panel of applicants for the General Shops Foreman III position.
 17. For performance appraisal purposes, Management has decided that: (a) the Rating Official for all Journeyman in the shops will be their respective Foreman; (b) the General Shops Foreman III will be the Rating Official for each subordinate Foreman; (c) the General Shops Foreman III will be the Reviewing Official for all Journeyman; and (d) the Manager of the General Shops will be the Reviewing Official for each subordinate Foreman.

18. It is understood that the use of the six surveyed utilities noted in paragraph 13-1 for comparative purposes takes effect following ratification and approval of this Agreement.
19. Consistent with the Parties' historic practice, it is understood that the use of the six surveyed utilities noted in paragraph 13-1 will not be used for addressing the Council's 2007 benefits offset proposal. Also, it is understood that the six surveyed utilities noted in paragraph 13-1 will be used to negotiate any Council benefits offset proposal for the next term Agreement to be negotiated.
20. It is understood that proposals for bargaining the next term Agreement shall be exchanged no later than October 1st of the year preceding expiration of this Agreement, unless both parties agree to a different date.
21. Management will revise its personnel policy on service agreements for apprentices (applicable to Lineman, Electrician, and Substation Operator) as follows (to take effect with the incoming apprenticeship classes hired in 2007 and for future classes hired):
 - (a) There will be no financial debt for those who are involuntarily separated, either during their apprenticeship or following graduation from the apprenticeship program, and regardless of the reason for involuntary separation.
 - (b) The service agreement period (time with BPA) shall equal one (1) year (365 days) following graduation from the apprenticeship program.
 - (c) The amount of financial liability shall be \$60,000 as of graduation. This amount is applicable to the apprenticeship class hired in 2007. The amount of financial liability for future-year, incoming apprentice classes will be adjusted each year by the percentage increase given to CPTC employees as a general wage adjustment with the result rounded off to the nearest thousand-dollar increment.
 - (d) Upon graduation, the financial liability will be reduced proportionately by each day of service (in any position) with BPA (e.g., for the 2007 apprentice class, each day of service with BPA, whether worked or not and whether in a pay status or not, results in a reduction of financial liability equal to \$164.38).
 - (e) For those who voluntarily leave the apprenticeship program prior to graduation, the service agreement period and amount of financial liability shall be as follows:

Employee leaves:	Liability
As a Step 1-2 Apprentice	No liability
As a Step 3 Apprentice	One-sixth of liability amount above
As a Step 4 Apprentice	One-third of liability amount above
As a Step 5 Apprentice	One-half of liability amount above
As a Step 6 Apprentice	Two-thirds of liability amount above
As a Step 7-8 Apprentice	Five-sixths of liability amount above

- (f) The Administration's policy on service agreements will not be further changed during the term of the agreement unless such change is agreed to by both parties.
- (g) The Administration shall advise any future apprentice, hired following contract ratification, of all terms and conditions concerning such service agreement prior to requiring such apprentice to sign the service agreement.
22. Benefits offset payments will not be made for hours in a Leave Without Pay (LWOP) status.
23. With respect to Shop-to-Shop travel, Foreman II's, III's and their respective supervisors are responsible for efficiencies in the work place, as well as providing reasonable temporary living accommodations for their employees.
24. The Parties agree that by mutual agreement short hour positions/employees shall be permitted on a case by case basis.
25. The Administration agreed to the following for unescorted access to the Hanford Reservation: Adequate training continues and employee are made aware and kept informed of any potential hazards at the facility.
26. Retroactive Agreements. The parties agree that the general wage increases noted above shall be applied retroactively following contract approval by the Administrator (i.e., the 2007 increase is retroactive to March 2007 and the 3.5% is retroactive to March 2008). No other agreements reached in negotiations are applied retroactively. Retroactive payments due to the general wage increases will be determined and processed as soon as administratively possible.
27. Benefits Offset. The parties agree that the amount of the benefits offset to be paid for the term of the bargaining agreement, starting with the first day of the first pay period following approval of the contract by the Administrator, shall equal 3.16%. This amount shall be paid to each employee with a permanent appointment and shall be paid as a differential (i.e., not considered part of basic pay for any purpose) on an hourly basis for each hour of straight-time pay received. The percentage will be applied to the basic rate of pay shown on the employee's most recent SF-50, Notice of Personnel Action.

BASIS FOR NEGOTIATED AMOUNT

Study Report	2.47%
<u>Adjustments</u>	
A. Value of sick leave cash-out in other utilities (pro-rated 80% for FERS employees times 0.24%)	0.19%
B. Overtime/premium pay inclusion for DB/DC in other utilities (includes 0.01% for Social Security)	0.75%
C. PGE Conversion from DB to DC Plan (uses 75% of 0.17% value calculated by actuary to reflect assumed percentage who do not make a favorable election)	0.13%
D. Change in Employee Contributions to 401K (assumes all FERS at 5% increase to 6% and all CSRS at 0% increase to 6%)	0.24%
E. Adjustment for 24 employees left out (values all 24 against medical, dental and post-retirement life, and values 11 CSRS Offset against post-retirement medical)	0.13%
F. Military service for DB at BPA (uses 90% of 0.43% value calculated by actuary to reflect assumed percentage who do not buy-back military service)	(0.39%)
G. Military service for PTO at BPA	(0.36%)
TOTAL	3.16%

Signed on July 28, 2008:



David J. Hart
Labor Relations Officer
Bonneville Power Administration



Travis Eri
Executive Secretary
Columbia Power Trades Council