PLEASE BE ADVISED

PL 610-6 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): 610-6 DATE: March 22, 2002

SUBJECT: Compressed Work Schedule for TBL Real Time Schedulers

BONNEVILLE POWER ADMINISTRATION DIVISION OF HUMAN RESOURCES Portland, Oregon

PE SONNEL LETTER NO. 610-6 (Revised)

DATE: March 22, 2002

SUBJECT: COMPRESSED WORK SCHEDULE FOR TBL REAL TIME SCHEDULERS

I. PURPOSE

This Personnel Letter supplements Personnel Letter 610-5, Hours of Duty. Specifically, it sets forth procedures for implementation of a compressed work schedule for the Transmission Supply Unit, System Operations Section, Transmission Services Group.

II. PURPOSE OF REVISION

This Personnel Letter is revised to include Designation of Workday for Regularly Scheduled Night-Shift Work under plan characteristics for Time Reporting. This issuance replaces Personnel Letter No. 610-6 (Revised), dated June 26, 1998.

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 Real-Time Schedulers in the Transmission Supply Unit, System Operations Section, Transmission Services Group.

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 is 0800 to 1630 hours. No lunch break is included in shifts #1 and #2; shift #3 includes a 30-minute lunch break.

VII. PLAN CHARACTERISTICS

A. <u>Administrative Workweek</u>: For time and labor reporting, the designated administrative workweek shall extend from 0600 Sunday to 0600 the following Sunday.

- B. <u>Basic Work Requirement</u>: 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 may be scheduled in fewer than 5 days in an administrative workweek or fewer than 10 days in two administrative workweeks.
- C. <u>Designation of Workday for Regularly Scheduled Night-Shift Work</u>: 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. <u>Regularly Scheduled Administrative Workweek</u>: For a given employee, the rotating tours of duty to which the employee is assigned.
- E. <u>Tour of Duty</u>: 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: Overtime hours are all hours an employee is ordered to work on any day in excess of his/her compressed schedule. Regularly scheduled tour of duty hours, including 12-hour shifts, worked by an employee are not overtime.
- G. <u>Compensatory Time Off</u>: Compensatory time off is time off in lieu of pay for irregular or occasional overtime work.
- H. Night Pay: Night pay is paid for work performed between the hours of 6 p.m. and 6 a.m.
- I. <u>Holidays</u>: 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. <u>Holidays Falling on Non-workdays</u>: 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. <u>Sunday Pay</u>: 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. <u>Absence from Work:</u> 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.
- N. <u>Training, Travel, Court Leave, Military Leave, Etc.</u>: 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 FOR THE COMPRESSED WORK SCHEDULE OF TBL REAL-TIME TRANSMISSION SCHEDULERS

This memorandum of understanding between BPA and the American Federation of Government Employees, Local 928, establishes a compressed work schedule for Real-Time Transmission Schedulers in the Transmission Scheduling organization of the Transmission Business Line, as described in Personnel Letter 610-6. The purposes of the work schedule are to meet BPA's business needs in a cost effective manner, while providing working conditions that meet the collective needs of affected employees, as well as minimizing the adverse impacts from shift work.

Revisions to the Work Schedule. It is understood that management retains the right and responsibility 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 basic concept that a combination of 8-hour and 12-hour rotating shifts will be used to schedule each employee for 80 hours of work each pay period, consistent with the definition of the administrative workweek.

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 the work being done is unilaterally terminated by management. 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 if either party does not request re-negotiation within the specified time frame.

Agreed to this 22 day of May 2000.

Labor Kelations Officer, BPA

President, AFGE Lucal 928