

**JOINT INTERPRETATION OF PARAGRAPH 2-6.20 AND OTHER  
RELATED PARAGRAPHS IN THE BPA-CPTC COLLECTIVE  
BARGAINING AGREEMENT FOR 12-HOUR SHIFTS  
BETWEEN IBEW LOCAL NO. 125 AND BPA**

The following is an agreement between the IBEW Local No. 125 and Bonneville Power Administration that governs any decision for covered employees at any duty station to work a 12-hour shift compressed work schedule. This agreement covers only Dispatching staff and Substation Operations staff that work rotating shifts. This agreement supersedes the joint interpretation dated July 28, 2008.

Decisions to work the compressed work schedule require approval by management, the IBEW, and at least two-thirds of the employees who would work the shift. Decisions to work the compressed work schedule are made annually, typically effective at the start of the second pay period in the month of January. Once made, the decision is in effect for 1 year unless both management and the IBEW agree otherwise. If either party wishes to discontinue the compressed schedule, notice must be provided to the other party at least 4 weeks prior to the end of the 1-year anniversary period.

**A. SCHEDULE REQUIREMENTS**

1. **Employee Participation:** Once an annual decision is made to work the compressed work schedule described below, all employees in the affected classifications at the duty station will work the agreed-upon schedule. However, Assistant Dispatcher Trainees must work an 8-hour work schedule due to the amount of time spent in classroom training except when the Administration determines that there is a benefit to be gained by working 12-hour shifts.
2. **Safety:** The compressed work schedule must not cause any adverse affect upon any worker's safety.
3. **Pay Period Schedule:** The period of regularly scheduled work shall equal seven 12-hour shifts, for a total of 84 hours per pay period. The 81<sup>st</sup> through 84<sup>th</sup> hours of duty during a pay period shall be recorded as lieu time each pay period that the employee is on a regularly scheduled 84-hour tour of duty, unless such hours are part of a holiday in which case such hours are compensated as holiday pay. Such lieu time is recorded in one of two "lieu time categories" established in the Time and Labor system. The choice as to how the time is recorded is left to the discretion of the employee.
  - The first category is "lieu time - regular," meaning that it is carried on the books for 26 pay periods and available for the employee to use to take time off, subject to normal supervisory approval requirements and the provisions of the BPA-CPTC collective bargaining agreement. If unused at the end of 26-pay periods, or if the employee separates from Federal service, such lieu time will be cashed out at the straight-time rate of pay for the employee's official position of record in effect at the time it was earned.
  - The second category is "lieu time – immediate cash-out," meaning that it is recorded as lieu time (not overtime) and is immediately cashed out in the same pay period that it is recorded and is paid at the straight-time rate of pay for the employee's official position of record in effect at the time it was earned.

4. **Schedule Changes:** Schedule changes will be handled as prescribed by the BPA-CPTC collective bargaining agreement, except as modified below.
5. **Outage Dispatchers:** When Outage Dispatchers are assigned to work the floor, they will remain on their established shifts, or have those shifts changed consistent with Article 2-6 in the BPA-CPTC collective bargaining agreement.

**B. 12-HOUR SHIFT ROTATION RULES**

1. **Administrative Workweek:** The administrative workweek shall begin at 1800 hours on Saturday and end at 1800 hours on the following Saturday.
2. **Workday:** The regular workday shall consist of two 12-hour shifts. The day shift will, start at 0600 hours and end at 1800 hours. The night shift will start at 1800 hours and end at 0600 hours the next day. Starting and stopping times may be advanced or delayed up to one hour after mutual agreement of both Management and the employees. The effective date of any change in such hours will be agreed to by Management and the employees only following consultation with Payroll staff to ensure that the automated payroll system is ready to accommodate the change.
3. **Designation of Workday for Night Shift Work:** The night shift is scheduled to start on the day before it is shown on the schedule (e.g., a Sunday night shift will begin at 1800 hours on Saturday).
4. **Designation of Workday for Holiday Purposes:** Each holiday shall begin at 1800 hours the day prior to the holiday and end 24 hours later. Employees working shifts scheduled to begin on the defined holiday will be compensated for time worked on the holiday as provided for in the BPA-CPTC collective bargaining agreement.
5. No extension of the 12-hour shift shall be scheduled as part of a regularly scheduled tour of duty.

**C. Meal Periods and Overtime Meal Allowances:**

1. The table below describes the proper determination of a first meal period for the 12-hour CWS, and shows when an OMA is paid based on the notice provided the employee in accordance with paragraph 1-24.04. (Column two depicts the modification of paragraph 1-24.02 of the collective bargaining agreement based on the work situation described in column one. Column three shows when an OMA is paid based on notice provided under paragraph 1-24.04.)

Work Situation	First Meal Period Occurs:	Paragraph 1-24.04 Notice	
		Met	Not Met
Scheduled Non-Overtime 12-hour CWS Shift	First full ½ shift (i.e.,6 hours)		
Scheduled to work a full 12-hour Overtime CWS Shift or called out with intent to work a full 12-hour Overtime CWS shift <sup>1</sup>	First full ½ shift (i.e.,6 hours)	No OMA Paid for first meal	OMA Paid for first meal <sup>3</sup>
All other situations (e.g., scheduled or called out for overtime with intent to work less than a full 12-hour shift <sup>2</sup>	Paragraph 1-24.02 applies (i.e., end of first 4 hours worked)	No OMA Paid for first meal	OMA Paid for first meal <sup>3</sup>

<sup>1</sup> Applies when the employee was notified, when overtime was scheduled or when called out, of intent for employee to work a full 12-hour shift. If less than a full 12-hour shift is actually worked, the first meal period occurs after 6 hours are worked.

<sup>2</sup> Applies when the employee was either: (a) notified, when overtime was scheduled or when called out, of intent for employee to work less than a full 12-hour shift; or (b) not notified, when overtime was scheduled or when called out, of expected length of shift to be worked. If a full 12-hour shift is actually worked, the first meal period occurs at the end of the first 4 hours worked.

<sup>3</sup> Paid in accordance with the provisions of paragraph 1-24.05.

2. If an employee is scheduled to work an entire 12-hour CWS Shift of 0600 to 1800, the meal period for purposes of applying paragraph 1-24.05, begins at 1200 (1/2 of shift) and ends at 1230. The next meal period occurs 6 hours later at 1830. When the de minimus rule is applied (7 minutes), BPA will pay an OMA for the meal, if the employee remains on duty, on or after 1838.

#### D. OVERTIME:

1. **Call-Out and Overtime Penalties:** Call-out and overtime penalties in the BPA-CPTC collective bargaining agreement shall apply to employees assigned to work the compressed work schedule.
2. **Limitations on Overtime:** Management will make every effort to avoid working employees more than 16 consecutive hours. Employees will not be required to work two 16-hour shifts on consecutive days.

#### E. HOURS of WORK

Paragraph 1-23.04 replace “4 hours” with “1/2 of the shift” and “8 hours” with “the whole shift.”

#### F. FULL-TIME RELIEF

1. For purposes of this compressed work schedule, paragraph 2-6.15(c) of the BPA-CPTC collective bargaining agreement is changed as follows: “Minimum of 12 hours of notice for regular 12-hour shifts.” Also, Reliefs will work a standard pay period of 2 consecutive weeks

when not relieving others; this will consist of one week of three consecutive 12-hour workdays and one week of four consecutive 12-hour workdays.

2. Relief's shall work a maximum of four regularly scheduled 12-hour workdays in a row with days off before and after such regularly scheduled shifts. This can be changed by mutual agreement between the Relief and the supervisor for any occasion. However, the Administration can schedule a Relief to work a maximum of five regularly scheduled 12-hour workdays in a row when needed to address a shortage of staffing that would otherwise result in inadequate coverage.
3. The Relief's schedule shall be developed based on the compressed work schedule at the duty station. These schedules shall be mutually agreed to by both Management and Labor.

#### **G. PAID TIME OFF**

1. **Absence on a Regularly Scheduled Workday:** An employee who is absent for part or all of a regularly scheduled work day must account for the absence by using approved annual leave, sick leave, leave without pay, or accrued lieu time, consistent with BPA's policy on the use of such types of approved absence (this does not apply to holidays, or designated in-lieu holidays, when the employee is not scheduled to work). The amount of time off charged to the employee for a single workday will equal the number of regularly scheduled hours, up to a maximum of 12 hours that the employee was absent, including the 81<sup>ST</sup> through 84<sup>TH</sup> hours of regularly scheduled duty during the pay period. (Therefore, if the employee takes the entire day off on his or her 7<sup>th</sup> regularly scheduled workday in the pay period, the employee will earn 4 hours of lieu time but must also account for 12 hours of absence, unless the day is a holiday in which case the employee is paid 12 hours of holiday pay and earns no lieu time.)
2. **Annual Leave Versus Lieu Time:** Accrued lieu time should be used instead of annual leave unless its use late in the leave year would cause the employee to forfeit annual leave. Employees who are unable to use "lose or use" annual leave can have such leave restored, provided that the rules for doing so are complied with (see Personnel Letter No. 630- 1). The scheduling of lieu time will be handled the same as Annual Leave as it relates to paragraph 1-6.05 of the BPA-CPTC collective bargaining agreement.
3. **Maximum Number of Employees Off on Lieu Time:** The maximum number of employees off on lieu time at any duty station shall not exceed one per shift per classification unless more than one can be off on lieu time without causing BPA to incur overtime costs. A priority list shall be established and used for each classification to determine whose request to be off on lieu time will be approved in the case of multiple requests for time off on the same shift.
4. **Holiday Pay:** Employees will receive 12 hours of holiday pay for each holiday or designated in-lieu holiday that occurs during a pay period in which the employee is assigned to regularly scheduled 12-hour shifts, provided that the employee is in a pay status either the workday before or after the holiday. (If an employee is assigned temporarily to 8-hour shifts for the entire pay period [see section F. below], the amount of holiday pay will be 8 hours.) In addition, any time worked on such holidays shall be compensated at the overtime rate of pay.

## H. JURY DUTY, MILITARY LEAVE, AND TRAINING

1. **Jury Duty:** When an employee is given notice of being subject to jury duty for all or a part of a pay period, the employee will be assigned to a 8 hours per day, 5 days per week work schedule for the entire pay period. During such a pay period, the employee will not earn lieu time under the provisions of this compressed work schedule and shall be subject to the regular work schedule rules described in the BPA-CPTC collective bargaining agreement.
2. **Military Leave:** When an employee is on military leave for all or part of a pay period, the employee will be assigned to a 8 hours per day, 5 days per week work schedule for the entire pay period. During such a pay period, the employee will not earn lieu time under the provisions of this compressed work schedule and shall be subject to the regular work schedule rules described in the BPA-CPTC collective bargaining agreement.
3. **Training:** When an employee is assigned to training away from the employee's regular site of work that renders retention on seven 12-hour workdays impractical, the employee's work schedule will be governed by the rules described below.

The employee may be assigned to a combination of 12-hour and 8-hour workdays if such a schedule is practical and results in either 80 hours or 84 hours of regularly scheduled work for the pay period, and provided there is mutual agreement between the employee and the supervisor to do so. If the combination schedule equals 84 hours, the 81<sup>st</sup> through 84<sup>th</sup> hours will be recorded as lieu time, subject to the rules elsewhere in this joint interpretation. If the combination schedule equals 80 hours, no lieu time hours will be earned for the pay period. Possible combination schedules are shown below:

# of 12-Hour Days	# of 8-Hour Days	Total Hours
6	1	80
5	3	84
4	4	80
3	6	84
2	7	80

If none of the combinations above are practical or are not mutually agreed to by the employee and the supervisor, the employee will be assigned to an 8 hours per day, 5 days per week work schedule for the entire pay period. During such a pay period, the employee will not earn lieu time under the provisions of this compressed work schedule and shall be subject to the regular work schedule rules described in the BPA-CPTC collective bargaining agreement.

Agreed to this 1<sup>st</sup> day of April 2009:

/s/ Travis Eri

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Travis Eri  
Business Manager,  
IBEW Local 125

/s/ David J. Hart

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David J. Hart  
Labor Relations Officer  
Bonneville Power Administration