

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BONNEVILLE POWER ADMINISTRATION (BPA)
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)
LOCAL 928**

SUBJECT Compressed Work Schedule for Power Preschedulers

This memorandum of understanding between the parties establishes a compressed work schedule for certain bargaining unit employees described as Power Preschedulers. This MOU also is established to revise the original MOU to include information that was set forth in PL-610-9, dated March 1, 2006, which is superseded by this MOU. The purposes of the work schedule is to meet BPA's business needs in conducting its pre-scheduling functions in a cost effective manner, while also providing working conditions that meet the collective needs of the affected employees.

A Duration: This MOU shall remain in effect until changed by mutually agreed upon updates between the parties, as listed below

B Modification/Termination: Each party retains the right to request modifications or termination of the compressed work schedule and its provisions at any time. The obligation to bargain is permitted on the part of both parties as follows: 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 within this MOU; (b) as part of negotiating the BPA-AFGE collective bargaining agreement upon the expiration of such agreement; or (c) upon representing proposed changes in writing to the other party between 30-60 days prior to the anniversary date of this MOU.

C. Basic Conditions: Employees may volunteer for or be assigned any established work shifts below.

10 Hour Shifts (No lunch break is included)

Shift #1 is 6:00 to 16:00
Shift # 2 is 06:30 to 16:30
Shift #3 is 0700 to 1700
Shift # 4 is 07:30 to 17:30
Shift # 5 is 08:00 to 18:00

8 Hour Shifts (No lunch break is included)

Shift #1 is 06:00 to 14:00
Shift #2 is 06:30 to 14:30

Shift #3 is 07:00 to 15:00
Shift #4 is 07:30 to 15:30
Shift #5 is 08:00 to 16:00
Shift #6 is 08:30 to 16:30

8 Hour Shifts (Employees will have a 30 minute unpaid lunch break between hours of 11 AM to 1 PM as specified in PL 610-05)

Shift #1 is 06:00 to 14:30
Shift #1 is 06:30 to 15:00
Shift #2 is 07:00 to 15:30
Shift #3 is 07:30 to 16:00
Shift #4 is 08:00 to 16:30
Shift#5 is 08:30 to 17:00

When necessary, on-call assignments for weekends and holidays will be made on a rotational basis.


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.

- **Administrative Workweek:** For time and attendance reporting, the designated administrative workweek shall extend from 0000 Sunday to 0000 the following Sunday.
- **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 may be scheduled in fewer than 5 days in an administrative workweek or fewer than 10 days in 2 administrative workweeks.
- **Regularly Scheduled Administrative Workweek:** For a given employee, the rotating tours of duty to which the employee is assigned.
- **Tour of Duty:** Will vary from 8 to 10 hour days depending upon the schedule assigned. Arrival times may vary between 06:00 and 08:30, and the ending time shall not exceed 18:00. 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.**
- **Overtime Work:** Overtime hours are all hours an employee is ordered to work on any day in excess of his or her schedule as describe in the Collective Bargaining agreement dated August 14, 1997.

- **Compensatory Time Off:** Compensatory time off is time off in lieu of pay for irregular or occasional overtime work.
- **Night Pay:** Night pay is paid for work performed between the hours of 18:00 and 06:00.
- **Holidays:** An employee who is relieved or prevented from working on a day designated as a holiday is entitled to pay for the number of hours he or she normally would have been scheduled to work that day.
- **Holidays Falling on Non-Workdays:** When a holiday falls on a scheduled non-workday for an employee, the next regular workday is considered the holiday if the holiday falls on Sunday. If the holiday does not fall on a Sunday, the workday immediately before that scheduled non-workday is designated as the "in lieu of" holiday.
- **Holiday Premium Pay:** An employee who performs non-overtime work on a 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.
- **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.
- **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.

Agreed to this 9th day of April 2014

/s/ P. Ann Juarez _____
 Ann Juarez
 President, AFGE, Local 928



 Thomas Teseniar
 Labor Relations Specialist, BPA