

PLEASE BE ADVISED

PL 610-14 Has been moved to:

<http://www.bpa.gov/Careers/Benefits/Labor/Pages/BPA-AFGE-mou.aspx>

<http://www.bpa.gov/Careers/Benefits/Labor/Pages/BPA-Professional-MOU.aspx>

This PL and the associated MOU, if any, remains in effect.

BONNEVILLE POWER ADMINISTRATION
HUMAN CAPITAL MANAGEMENT
Portland, Oregon

PERSONNEL LETTER (PL): 610-14

DATE: December 8, 2003

SUBJECT: Compressed Work Schedule for Testing and Energization Engineers and Technicians

MOVED

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

PERSONNEL LETTER NO. 610-14

DATE: December 8, 2003

SUBJECT: Compressed Work Schedule for Testing and Energization Engineers and Technicians

I. PURPOSE

This Personnel Letter supplements Personnel Letter 610-5, Hours of Duty. Specifically, it sets forth procedures for a compressed work schedule for Test and Energization Engineers and Technicians in the Transmission Business Line. The flexibility to use the compressed schedule will enable BPA to match the work schedules of covered staff with those worked by BPA or contractor construction personnel with whom they must interface.

II. REFERENCE

5 CFR, Part 550, Subchapter A--Premium Pay

5 CFR, Part 610, Hours of Work

III. SCOPE

This Personnel Letter applies only to full-time TBL Test and Energization Engineers and Technicians in the Power and Communications Transformer Group.

IV. GENERAL PROVISION

- A. This plan supplements provisions of the collective bargaining agreement between the Bonneville Power Administration (BPA), the Professional Division, Laborer's International Union Local 335 (PDL), and the American Federation of Government Employees (AFGE) Local 928, and shall be consistent with any revisions made to such labor agreements and applicable laws and regulations.
- B. Employees will work a 5/8 work schedule and management will have the flexibility to change the work schedule from 5/8 to 4/10 and any other compressed workweek tour of duty, as necessary, based upon business requirements. When an involuntary change in schedule is established by management, management shall give affected employees a minimum of 24-hours notice in advance either orally or in writing.
- C. The basic work requirement is 80 hours every pay period regardless of the work schedule

- D. Managers may change the employees' schedules between the compressed work schedule (CWS) and other work schedules in the same pay period based upon business requirements (e.g., 5/8 schedule one week and 4/10 schedule the next week).
- E. Employees will have a 30-minute unpaid lunch break between the hours of 11:00 a.m. to 1:00 p.m. as determined by management on a daily basis.

V. PLAN CHARACTERISTICS

- A. **Administrative workweek.** The work schedule will be from 0000 hours Sunday to 0000 hours the following Sunday.
- B. **Regularly Scheduled Administrative Workweek.** The workweek will vary in accordance with the particular schedule that an employee is working.
- C. **Tour of Duty.** Will vary from 8-hour to 10-hour days, depending on the schedule assigned by management. Start time may vary between 6:00 a.m. and 8:30 a.m. The ending time shall not exceed 6:00 p.m.
- D. **Overtime Work.** Overtime hours are all hours an employee is ordered to work in excess of his/her scheduled daily tour of duty (8 hours or 10 hours, as applicable), or in excess of 40 hours per week or 80 hours per pay period when working 5/8 and 4/10 schedules, respectively, on a non-workday.
- E. **Compensatory Time Off.** Compensatory time off is time off in lieu of pay for irregular or occasional overtime work.
- F. **Credit hours.** Credit hours cannot be earned during a week in which a Compressed Work Schedule is worked.
- G. **Holidays Falling on Non-workdays.** For a Monday through Thursday compressed work schedule, when a holiday falls on Friday or Saturday, Thursday shall be designated as the holiday in lieu. When a holiday falls on Sunday, Monday is designated as the holiday in lieu.

For a Tuesday through Friday compressed work schedule, when a holiday falls on a Saturday, Friday shall be designated as the holiday in lieu. When a holiday falls on a Sunday or Monday, Tuesday shall be designated as the holiday in lieu.

- H. **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 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.

- I. **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. The amount charged for an entire day off will vary from 8 hours to 10 hours, depending on the assigned tour of duty. Employees on a 4/10 work schedule will receive 10 hours of holiday pay, as well as 10 hours of holiday premium pay if the employee worked the entire day on that holiday. Ten hours of leave or other time off will be charged if the employee takes the entire day off on a 4/10 work schedule.

- J. **Training, Travel, Court Leave, etc:** Employees shall be assigned to an 8-hour per day tour (5/8 schedule) when they are engaged in authorized activities that take them away from their regular work. Decisions on whether to change an employee's daily or weekly tour in such a case will take into consideration the impact on the employee, the potential for increases/decreases in overtime expense, and work load needs.

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

MEMORANDUM OF UNDERSTANDING
COMPRESSED WORK SCHEDULE FOR
TESTING AND ENERGIZATION ENGINEERS AND TECHNICIANS
IN THE TRANSMISSION BUSINESS LINE


This Memorandum of Understanding between BPA the American Federation of Government Employees, Local 928 (AFGE) establishes a compressed work schedule for the Test and Energization Engineers and Technicians in the Transmission Business Line, as described in Personnel Letter No. 610-14. The purposes of the work schedule are to meet BPA's business needs in a cost-effective manner (i.e., have the flexibility to match the work schedules worked by BPA or contractor construction personnel), while also providing working conditions that meet the collective needs of affected employees.

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 the employees. However, such changes will not deviate from the concept of using the 8-hour and/or 10-hour shifts described in the Personnel Letter to schedule each employee for 80 hours of work each pay period, consistent with the definition of the administrative workweek.

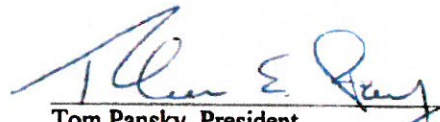
Modification/Termination. Each party (management and labor) retains the right to request modifications or termination of the compressed work schedule and its provisions at any time. The obligation to bargain is permissive on the part of both parties except as noted in the next paragraph.

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 applicable collective bargaining agreement (BPA-AFGE/BPA-PDL) upon expiration of such agreement; or (c) upon presenting proposed changes in writing to the other party between 30 days 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 specified above.


Agreed to this 4th day of December 2003



David J. Hart
Labor Relations Officer
Bonneville Power Administration



Tom Pansky, President
Professional Division
Laborers Union Local 335



Debra S. Byers, President
American Federation of Government Employees
Local 928