

**JOINT INTERPRETATION
PARAGRAPH 1-23.03D OF THE BPA/CPTC AGREEMENT
FUNCTIONAL RULES FOR COMPRESSED WORK SCHEDULES
AND NONSTANDARD HOURS OF WORK**

PURPOSE: It is recognized by both Labor and Management members that there is no one schedule that meets the needs of both Labor and Management all of the time. This joint interpretation provides the mechanism whereby permanent and temporary hourly employees may be scheduled to work a compressed work week as an exception to the normal work hours and overtime provisions in the BPA/CPTC Collective Agreement. It also provides conditions for working nonstandard hours of work that do not impact the five-day workweek. These schedules may only be worked as noted below. This joint interpretation supersedes the joint interpretation, dated July 28, 2008.

I. COMPRESSED WORK SCHEDULES (CWS)

A. Compressed Work Schedules may be worked on a case-by-case basis for a short-term project, or a long-term basis, when: (1) the work and/or schedule does not impact other personnel (e.g., coverage problems; decreased productivity; scheduling problems, etc.); and (2) the schedule does not create additional overtime cost unless offset by other savings.

B. General Rules for Compressed Work Schedules

Where management, a majority of the CPTC affected employees (for those in a crew situation such as TLM and Substation Maintenance) or where one or more employees (for those not in a crew situation such as Substation Operations, SPC, and PSC), and the affected Bargaining Unit Representatives agree:

1. A CWS of 4 workdays of 10 hours each, or another CWS such as working 9-hour work days for 8 days and 8 hours on the 9th work day over a 2-week, 80-hour pay period may be worked.
2. All members of the crew working at the same location must work the same schedule, except for construction employees.
3. Changes to the work schedule shall be implemented the following workweek or pay period without penalty.
4. The crew or individuals may be required to adjust their schedule back to a standard schedule to accommodate training, attendance at meetings, special staffing problems, etc.
5. The change in hours of work does not create any additional overtime requirements.

C. Premium Pay

1. Employees participating in compressed work schedules will be compensated at the overtime rate of pay for all hours worked in excess of the specified daily schedule (10 hours, 9 hours, or 8 hours, as applicable), or in excess of the specified weekly schedule (40 hours, 45 hours, or 35 hours, as applicable) specifically ordered or approved by management.
2. Pay for work on a holiday shall be in accordance with provisions of paragraph 1-25.04(B) of the Agreement as modified below.

D. Leave and Days Off

1. Annual leave, sick leave, and LWOP are taken on an hour-for-hour basis. Thus, an employee on the 10-hour compressed work schedule is charged 10 hours for a day of annual leave. Since military and court leave are not on an hour-for-hour basis, employee will be returned to a 5/8 schedule during periods of such leave.
2. If they otherwise meet the holiday pay requirements, an employee who does not work on a holiday will receive the pay they would have received for their regularly scheduled work day (e.g., 8, 9, or 10 hours, as applicable).

E. Changing Assignments

1. Employees on temporary assignment for work in a different organization will work the schedule of the organization to which assigned.
2. Employees in training courses will observe the hours/days established for the training course.
3. When a work schedule is interrupted by training, travel, or detail into an organization that is not on a compressed work schedule, the employee's schedule will be adjusted to insure that the employee works or accounts for 80 hours in a biweekly pay period.
4. An employee reassigned from an organization that is participating in the compressed work schedule into a non-participating organization will be covered by the tour-of-duty and hour-of-duty policies of the new organization. An employee reassigned from a non-participating organization into a participating organization will be covered by the policy in this document.

F. Impact on the BPA/CPTC Agreement

Some adjustments to the application of certain provisions of the Collective Agreement must be made when applying the Compressed Work Schedule, and will only be used when applying such schedules.

Specifically:

1-23.01 For 4-10's, the standard workday becomes 10 hours, normally from 7 a.m. to 12 noon and from 12:30 p.m. to 5:30 p.m.

For 5-4-9s, the standard 9-hour workday normally is 7:30 a.m. to 12 noon and 12:30 p.m. to 5 p.m. Standard 8 hour workdays would normally remain 8 a.m. to 12 noon and 12:30 p.m. to 4:30 p.m.

1-23.02 For 4-10's, the standard work-week shall normally include four consecutive 10-hour workdays scheduled Monday through Thursday. A schedule of Tuesday through Friday or a schedule with 2 consecutive days off plus 1 day off during the week may be used provided all crew members are working the same days.

For 5-4-9's, the standard schedule shall be 5 9-hour days the first week of the pay period, and 3 9-hour days (Monday through Wednesday) , an 8-hour day (Thursday), and Friday off.

1-23.03C An employee may have his/her workday changed from the 10-hour day or the 9-hour day to the 9-hour day and vice versa without penalty under this section.

1-23.04 Replace "4 hours" with "1/2 of the shift" and "8 hours" with "the whole shift."

Relative to meal period provisions (1-24) for work on days off, the employee will use the 8-hour day provisions unless the CWS will continue into the following workweek.

1-24.02 Replace "4 hours" with "first full 1/2 of the shift worked."

1-25.04B For 4-10's, replace "8 hours" with "10 hours." Additionally, 1-25.02 and 1-25.04 are modified as follows:

For a Monday through Thursday 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 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.

Employees on a 4-10's compressed workweek shall receive the same pay for no work on holidays as for other days that they work (i.e., 10 hours) provided they are in a pay status the work day before or the workday after the holiday involved.

For 5-4-9's, the work schedule and holiday designation for the employee or crew working the same schedule could be:

WEEK 1							WEEK 2						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
X	9	9	9	9	9	X	X	9	9	9	8	X	X

Any holiday in week 1 will be a 9-hour holiday. The lieu day for a Sunday holiday in week 1 will be Monday. The lieu day for a Saturday holiday in week 1 will be Friday.

Sunday, Monday, Tuesday, and Wednesday holidays in week 2 will be 9-hour holidays. Thursday, Friday, and Saturday holidays in week 2 will be 8-hour holidays. The lieu day for a Friday and Saturday holiday in week 2 will be Thursday. The lieu day for a Sunday holiday in week 2 will be Monday.

There will not be any penalty when an employee's schedule is changed from the 9 or 10-hour day to the 8-hour day and vice versa.

(For 5-4-9's in which coverage is split between employees (e.g., two Craftsman employees at the same duty station or nearby duty stations, the extra day off would differ for the two employees to ensure 5-day coverage and corresponding adjustments for holidays would be made.)

II. NON-STANDARD SCHEDULE WITH ALTERNATE STARTING AND STOPPING TIME

Some crews, or individual employees, prefer to work schedules with starting and stopping times other than 8:00 a.m. and 4:30 p.m. Work schedules with different starting and stopping times may be worked.

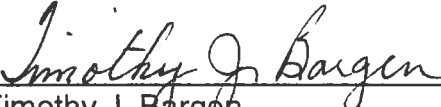
Where Management and a majority of the affected CPTC Employees agree:

- A. Starting and stopping times may be advanced or delayed up to 1 hour after proper notification of all parties. (The union Business Representative need only be advised).
- B. All members of the crew (e.g. TLM and Substation Maintenance) working at the same location (i.e., duty station) must work the same schedule.
- C. If problems are encountered due to the work schedule, then the crew shall revert back to the standard schedule the following day.
- D. The crew or individuals may be required to adjust their schedule back to a standard schedule to accommodate training, attendance at meetings, etc.
- E. The change in hours of work does not create any additional overtime requirements.
- F. When a non-standard 7:00 a.m. to 3:30 p.m. work schedule is voted in and approved by management, the schedule will remain in effect and the traditional semi-annual (i.e., spring and fall) voting procedure will no longer be required. However, a vote may be requested (not more often than every 6 months) when a majority of affected employees notify the Business Representative that such a vote is needed to consider changing the non-standard schedule.


Impact on the BPA/CPTC Agreement

1-26.05 In situations where nonstandard schedules have been agreed to, midnight must be shifted to be considered to be 7 1/2 hours after the end of the shift to be consistent with the intent of this paragraph.

Agreed to this 27 day of November 2012:



Timothy J. Barger
Labor Relations Officer
Bonneville Power Administration



Travis Eri
Executive Secretary
Columbia Power Trades Council