

# **BPA Human Resources Directive 410-06-12**

## **Compressed Work Schedule for Power Services Customer Account Executive (Real Time Trader) Positions**

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## 1. Purpose & Background

This BPA HR Directive sets forth procedures for implementation of a compressed work schedule (CWS) for the Real Time Trading Floor organization in Power Services.

This BPA HR Directive is revised to include shifts 3 & 4. This issuance replaces HR Desk Reference No. 410-06-12 dated April 18, 2016.

## 2. Policy Owner

The Chief Administrative Officer, through BPA Human Resources Service Center Director, has overall responsibility for monitoring, reporting, executing, and maintaining this BPA HR Directive. (Note: Modification or revision of this directive is subject to the terms and conditions of the accompanying Memorandum of Understanding between BPA and the American Federation of Government Employees (AFGE), Local 928.)

## 3. Applicability

This BPA HR Directive applies only to full-time employees assigned to Customer Account Executives (Real-Time Trader and Scheduler) positions in Power Services.

## 4. Policy

This plan supplements provisions of the labor agreement between BPA and the AFGE Local 928 and shall be consistent with any revisions made to such labor agreement and applicable laws and regulations.

- A. Employees rotate through three established work shifts that provide coverage 24 hours per day, 7 days per week. Shifts are 12, 8, and 4 hours in duration. The 4 hour shift has alternate start and stop times, used to increase flexibility, and to balance an 80 hour pay period.
- B. Shift #1 is 0600 to 1800 hours. Shift #2 is 1800 to 0600 hours. Shift #3a is 0600 to 1430; 3b is 0700 to 1530; and 3c is 0800 to 1630 hours. Shift #4a is from 0800 to 1200 and shift 4b is from 1200 to 1600. Shift #4c is 4 hours in duration and may be worked at any point from 0600 to 1800 as long as it is scheduled and receives management approval prior to the beginning of the pay period.
- C. No lunch break is included in shifts #1, #2, and #4. Shift #3 includes a 30-minute lunch break.
- D. Employee-initiated shift trades are permitted subject to management review and approval. Shifts trades should be cost neutral and not create additional overtime requirements. The shift schedule is required to be updated at the time of the trade.

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## 5. Standards & Procedures

- A. **Administrative workweek:** For time and labor reporting, the designated administrative workweek shall extend from 0600 hours Sunday to 0600 hours the following Sunday.
- B. **Basic work requirement:** 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 ten shifts in two administrative workweeks.
- C. **Designation for workday for regularly scheduled night-shift work:** 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 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. **Regularly scheduled administrative workweek:** For a given employee, the rotating tours of duty to which the employee is assigned by management.
- E. **Tour-of-duty:** 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:** All hours an employee is ordered to work on any day in excess of their compressed schedule. **Regularly scheduled tour-of-duty hours, including 12-hour shifts, worked by an employee are not overtime.**
- G. **Compensatory time off:** Time off in lieu of pay for irregular or occasional overtime work.
- H. **Night pay:** Night pay is paid for work performed between 1800 and 0600 hours.
- I. **Holidays:** 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 two 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. **Holidays falling on non-workdays:** 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. The number of shift hours on the workday immediately before that scheduled non-workday assigned shift are used for the “in lieu of” holiday. In lieu of holiday must be a 12 or 8 hour shift.

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- 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 their 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 two 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 to 0600 hours 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 holiday pay for the period of 1800 to 0600 hours that began on July 4.

- L. **Sunday pay:** 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 their entire period of duty on that day.
- M. **Absence from work:** 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. **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.

## 6. Authorities & References

- A. BPA HR Directive 410-06: Employee Leave, Work Schedules, and Telework
- B. 5 U.S.C., Chapter 55, Subchapter V, Premium Pay
- C. 5 U.S.C., Chapter 61, Hours of Work
- D. 5 CFR, Part 550, Subchapter A – Premium Pay
- E. 5 CFR, Part 610 – Hours of Work

## 7. Revision History

Version Number	Issue Date	Description of Change/Review
1.0	01/19/2016	Initial publication.
2.0	04/18/2016	Formatting and grammar changes. Updated Authorities & References.
3.0	9/6/2019	Clarification of #3 shift hours; add #4 hour shift. Updated position and organizational titles. Agency Head Review completed on MOU 9/6/19.

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# Appendix A: Compressed Work Schedule MOU

## MEMORANDUM OF UNDERSTANDING COMPRESSED WORK SCHEDULE FOR POWER SERVICES CUSTOMER ACCOUNT EXECUTIVE POSITIONS

This memorandum of understanding between BPA and the American Federation of Government Employees, Local 928, establishes a compressed work schedule for the real-time trading function of the Trading Floor organization in Power Services, as described in HR Directive 410-06-12. The purposes of the work schedule are to meet BPA's business needs in a cost effective manner, while also providing working conditions that meet the collective needs of affected employees as well as minimizing the adverse impacts from shift work.

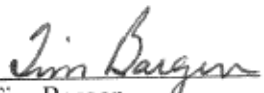
**Schedule Changes:** It is understood that management retains the right to make individual schedule changes due to unanticipated employee absences, turnover, changes in unit staffing levels, operational needs, or the needs of employees. However, such changes will not deviate from the conceptual model of shifts identified in the corresponding HR Directive. In situations where management knows well in advance that groups of employees will need to make schedule changes as a result of new programs or requirements, such employees will be given advance notice of the schedule change at least seven days in advance, unless BPA would be seriously restricted in carrying out its functions or that costs would be substantially increased.

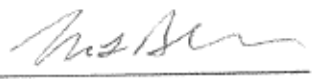
**Implementation Date:** It is understood that management will implement the work schedule within 30-60 days following approval of this MOU by the Department of Energy.

**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 HR Directive; (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 30-60 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 required as stated above.

Agreed to August 13, 2019.

  
Tim Bargaen  
Labor Relations Officer

  
Michael Braden  
President, AFGE Local 928

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