

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

SUBJECT Compressed Work Schedule for Power Master Schedulers

This memorandum of understanding between the parties establishes a compressed work schedule for certain bargaining unit employees described as Power Master Schedulers. This MOU also is established to revise the original MOU to include information that was set forth in PL-610-15, dated November 28, 2007, which is superseded by this MOU. The purposes of the work schedule is to meet BPA's business needs in conducting its 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: The work schedule may be terminated if management unilaterally eliminates the positions that are officially classified as Scheduler (a.k.a Master Scheduler) 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 within this MOU; (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 and 60 days prior to the anniversary date of this MOU. (d) Additionally, this MOU will automatically renew each year unless either party requests re-negotiation within the time frame required as stated above."

C. Basic Conditions: Employees work established shifts that provide coverage throughout Scheduling Coordination. Employees may be assigned to work in the Duty Scheduling Center (DSC), the Prescheduling Center (PSC), Transfer Service and After-the-Fact (ATF), or other shifts as described below to provide Technical Support to the Scheduling Centers Monday through Friday at the employee's desk. Employees may volunteer for or be assigned any established work shifts below relative to their assigned area of work (i.e. DSC, PSC, Transfer Service & ATF, and Technical Support).

The following are applicable shifts when an employee is assigned to the Duty Scheduling Center

12 Hour Shifts (No lunch break is included)

- Shift #1 is 0600 to 1800 hours.
- Shift #2 is 1800 to 0600 hours.

The following are applicable shifts when an employee is assigned to Preschedule, Transfer Service and ATF, or Technical Support

10 Hour Shifts (No Lunch Break is included)

- Shift #1 is 06:00 to 16:00 hours
- Shift #2 is 06:30 to 16:30 hours
- Shift #3 is 07:00 to 17:00 hours
- Shift #4 is 07:30 to 17:30 hours
- Shift #5 is 08:00 to 18:00 hours

8 Hour Shifts (No Lunch Break is included)

- Shift #1 is 06:00 to 14:00 hours
- Shift #2 is 06:30 to 14:30 hours
- Shift #3 is 07:00 to 15:00 hours
- Shift #4 is 07:30 to 15:30 hours
- Shift #5 is 08:00 to 16:00 hours
- Shift #6 is 08:30 to 16:30 hours

8 Hour Shifts (Employees will have a 30 minute unpaid lunch break between 11AM to 1 PM)

- Shift #1 is 06:00 to 14:30 hours
- Shift #2 is 06:30 to 15:00 hours
- Shift #3 is 07:00 to 15:30 hours
- Shift #4 is 07:30 to 16:00 hours
- Shift #5 is 08:00 to 16:30 hours
- Shift #6 is 08:30 to 17:00 hours

4 Hour Shifts - (This shift balances a pay period to 80 Hours)

- Shift #1 is 08:00 to 12:00 hours
- Shift #2 is 12:00 to 16:00 hours
- Shift #3 is 4 hours in duration at any point from 06:00 to 18:00 as long as it is scheduled and receives management approval prior to the beginning of the pay period

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

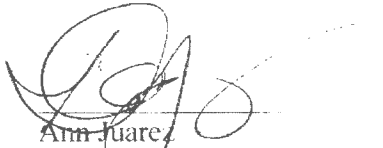
The practice of employee-initiated shift trading is acceptable, provided that the Master Schedule is updated at the time of the trade. Management retains the ability to disapprove any traded shift.

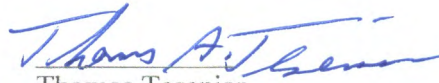
- **Administrative Workweek**: For time and attendance reporting, the designated administrative workweek shall extend from 0000 Sunday to 0000 the following Sunday.
- **Basic Work Requirement**: Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work 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**: The tour of duty for employees under this program is the 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 1800 and 0600
- **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 or she normally would have been scheduled to work that day. For an employee whose work shift covers portions of two (2) calendar days, the designated holiday (or "in Lieu of" holiday) is based on the employee's work shift that commences on such holiday. (See example below under "Holiday Premium Pay.")
- **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**:
 1. 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.

2. For an employee whose work shift covers portions of two (2) 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.)
- **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 his or her entire period of duty on that day.
 - **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 28 day of July 2014


Ann Juarez
President, AFGE, Local 928


Thomas Teseniar
Labor Relations Specialist, BPA