

MEMORANDUM OF UNDERSTANDING

COMPRESSED WORK SCHEDULES FOR POWER SCHEDULERS (MASTER SCHEDULERS) IN THE POWER BUSINESS LINE

This memorandum of understanding (MOU) between BPA and the American Federation of Government Employees (AFGE), Local 928, establishes a compressed work schedule (CWS) for the Power Schedulers (Master Schedulers) working in the Power Business Line, as described in Personnel Letter No. 610-15. The purposes of the work schedules 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.

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 Personal Letter. 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 7 days in advance, unless BPA would be seriously restricted in carrying out its function or that costs would be substantially increased.

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 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 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. Additionally, this MOU will automatically renew each year unless either party requests re-negotiation within the time frame required as stated above.

Agreed to July 13, 2006:


BPA Labor Relations Officer


AFGE Local 928 President

MOUPL610-15