



# Great Plains Region

Eastern Colorado / Wyoming

Labor Agreement

Basic

Supplemental #1

Supplemental #2 (Wages)

**2018 – 2020**



International Brotherhood of Electrical Workers  
Local Union No. 1759



**GENERAL  
LABOR AGREEMENT**

between the

**BUREAU OF RECLAMATION  
(Great Plains Region)**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR**

and the

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION NO. 1759**

**(EASTERN COLORADO AREA OFFICE & WYOMING AREA OFFICE)**

**Original Agreement Effective September 29, 1960  
Revised July 2016**

## **BASIC AGREEMENT**

Between the  
BUREAU OF RECLAMATION GREAT PLAINS REGION UNITED STATES  
DEPARTMENT OF THE INTERIOR

and the

INTERNATIONAL BROTHERHOOD  
of  
ELECTRICAL WORKERS LOCAL UNION NO. 1759

(EASTERN COLORADO AREA OFFICE & WYOMING AREA OFFICE)

### **PREAMBLE**

Pursuant to the Labor Policy of the United States Department of the Interior as set forth in the Departmental Manual approved by the Office of the Secretary, and subject to all applicable laws, regulations, and other legal authorities which may be relevant, these articles, together with any Supplementary Labor Agreements, shall constitute an agreement between the Bureau of Reclamation, United States Department of the Interior, hereinafter called the "Bureau," acting through the Office of the Regional Director of the Great Plains Region, hereinafter called the "Region," and the International Brotherhood of Electrical Workers, Local Union No. 1759, serving as the exclusive representative of those ungraded employees of the Region who are covered by this agreement, the majority of whom have designated the Union as their bargaining agent, hereinafter referred to as the Union.

**ARTICLE I  
PRINCIPLES, POLICIES, AND PURPOSES**

**SECTION 1.1\*\***

It is recognized that the Bureau is an agency of the sovereign Government of the United States; that it is dedicated to the accomplishment of the public purposes for which it was created by the Act of June 17, 1902 (32 Stat. 388) and Acts amendatory thereof or supplementary thereto; and that in the accomplishment of those public purposes and the discharge of those duties and responsibilities, the Region, its officers, and employees must comply with and conform to all applicable Federal laws, Executive Orders, Secretarial instructions, or directives, and related policies and regulations, all of which are regarded as paramount.\*\* **(Amended 9/21/95)**

**SECTION 1.2**

In the event any of the above are hereafter found inconsistent with this Basic Labor Agreement or its supplementary agreements, the Region shall notify the Union of such and the Union and the Region shall promptly issue a joint statement interpreting the effect of such change upon this agreement and/or its supplements and such explanatory comments as they may deem necessary or desirable; provided further, that if either party deems its interests are adversely affected thereby to a material extent, such party may require that appropriate modification or amendment of such provision or provisions be considered by giving 30 calendar days written request therefore. **(Amended 2016)**

**SECTION 1.3**

Provided further, that this basic agreement, amendments thereto, or termination, shall become effective only after approval by the Office of the Secretary of the Interior or designee. **(Amended 2016)**

**SECTION 1.4\*\***

The Region and the Union further recognize that cooperation, on the basis of mutual understanding between them arrived at through the processes of collective bargaining, is a valuable aid to the accomplishment of those public purposes.\*\* **(Amended 9/21/95)**

**SECTION 1.5**

The Region and the Union also recognize that they have a common and sympathetic interest in power and reclamation development and that the promotion of their common interest will be furthered and extended by the establishment and maintenance of labor-management cooperation between the field offices of the Region and its employees.

**\*\* Amendment No. 15, dtd 9/21/95**

**SECTION 1.6**

Therefore, the Region and the Union hereby agree to establish the conference and consultative machinery and procedure hereinafter provided for the following purposes:

(1) To provide for fair and reasonable rates of pay, hours, and working conditions for the employees concerned in the territory in which the Region's activities are or may be carried

on; (2) to insure the making of appointments and promotions on a merit basis; (3) to promote stability of employment and to establish satisfactory tenure; (4) to provide for improvement and better programs designed to aid the employees in achieving their acknowledged and recognized objectives; (5) to promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Bureau; (6) to adjust promptly all disputes arising between them, whether related to matters covered by this agreement or otherwise; (7) to promote systematic labor-management cooperation between the Bureau and its employees; and (8) to recognize the rights of veterans.

#### SECTION 1.7

The public interest in the accomplishment of the purposes set forth in Section 1.6 of this Article always being paramount, the Bureau and the Union further agree that, pending the settlement of outstanding differences through mutually agreeable procedures hereinafter provided, there will be no changes in the terms of any labor agreements applicable to such issue, and there will be no stoppage or interference with the progress of work. Furthermore, it is understood and agreed that the formulation of this agreement does not in any way imply that the employees covered acquire any rights collectively to cease work or withdraw from the Bureau or otherwise interfere by concerted action in any way at any time with the accomplishment of the public purposes for which the Bureau offices employing them have been established. Should a contingency arise where an employee and/or employees covered by this agreement cease work of their own volition contrary to this agreement, the Region or its field office may at once proceed to supply itself with the services of any other workers for the purpose of carrying on continuity of service required by the public.

#### SECTION 1.8

The Union agrees for its members (who are employees of the Region) that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Region and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Region and the protection of its service to the public at all times. The Region agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all of the Region's employees concerned.

#### SECTION 1.9

Every Supplementary Agreement entered into by the Union and the Region or any determination or other recorded understanding made by any committee or board pursuant to the provisions of this Basic Agreement, or to the provisions of any Supplementary Agreement, shall be deemed to be a supplement hereto and subject to the provisions hereof.

## **ARTICLE II EFFECTIVE DATE AND RENEWAL**

#### SECTION 2.1\*\*\*\*\*

This Basic Agreement supersedes the Agreement of June 28, 1956, between the parties hereto and shall become effective upon approval of the Office of the Secretary of the Interior or designee and remain in full force and effect until modified or revoked, provided that either party

may give the other party written notice of its desire to terminate or to effect changes by joint conference, such written notice shall specify the reasons for the termination or the changes desired, and be given not less than 30 calendar days before the anniversary date which is established as July 15th of each year beginning in 2004. Notices shall be acknowledged within 14 calendar days and a date set for holding the conference which date shall be within 30 calendar days of the date of the notice. Amendments must be reduced to writing and be executed in the same manner as this Agreement. \*\*\*\*\* (Amended 6/2003 & 2016)

#### SECTION 2.2

Unless otherwise specified therein, the provisions of Supplementary Agreements to this Basic Agreement shall become effective on the first day of the first hourly pay period commencing after the approval date of the Agreement. Such provisions shall automatically be renewed from year to year provided that once each year the Regional Director or the Union may notify the other in writing that a conference is desired to consider the need for revising any or all provisions, rates of pay, or working rules. Such notice shall state the nature of the revisions desired.

#### SECTION 2.3\*\*

Supplementary Agreements may not delete, modify, or otherwise nullify any of the policies and procedures which have been incorporated in the governing Basic Labor Agreement. Supplementary Agreements shall be signed by the negotiating committees for labor and management and will be signed by the Regional Director or designee and will become effective upon formal approval. Hourly wage rate schedules, however, will become effective upon approval of the Office of the Regional Director unless an impasse is reached, in which case the arbitrator has authority to set the effective date not earlier than the date of impasse.\*\* (Amended 9/21/95 & 2016)

\*\* Amendment No. 15, dtd 9/21/95

\*\*\*\*\* Amendment No. 18, dtd 6/2003

### ARTICLE III EMPLOYEES COVERED BY AGREEMENT

#### SECTION 3.1

This Basic Labor Agreement is applicable to all hourly employees in the Wyoming Area Office and Eastern Colorado Area Office.

#### SECTION 3.2

The construction of power and irrigation facilities when performed by operation and maintenance employees will be performed under the terms of this Agreement. It is recognized, however, that large construction projects shall be considered separately and it is not the intent of either the Region or the Union to use this agreement in such matters.

## **ARTICLE IV UNIFORM APPLICATION**

### **SECTION 4.1**

This Basic Labor Agreement and Supplementary Labor Agreements thereto, except as they may otherwise specifically provide, shall be applicable uniformly throughout the entire Region in which the activities of power operation and maintenance are, or may be, carried on as well as throughout the Wyoming Area Office and the Eastern Colorado Area Office for operation and maintenance activities other than power.

### **SECTION 4.2**

It is further recognized that wage schedules may vary within the Region according to the geographic, economic, and other pertinent conditions affecting a given area.

## **ARTICLE V NEGOTIATIONS**

### **SECTION 5.1\***

Terms and conditions of employment, and pay and pay practices affecting the employees covered by this agreement shall be determined through the process of collective bargaining between the Union and the Region. Once each calendar year the Region or the Union may notify the other in writing that a conference is desired to consider the need for revising any or all existing terms and conditions of employment, and/or pay and pay practices. Such request shall be acknowledged within 14 calendar days and a mutually acceptable date for conducting negotiations established thereafter. If a mutually acceptable date cannot be agreed upon, such negotiations shall commence on the 30th day following said notification.

The negotiating committee shall be composed of two teams of four representatives each, chosen respectively by the Union and the Region. Unofficial representatives of either the Region or the Union may be permitted to attend negotiations.\* **(Amended 02/14/91 and 2016)**

### **SECTION 5.2**

Prior to such negotiations the Region and the Union shall set up a joint fact-finding committee and appropriate sub-committees for the purpose of establishing any relevant facts bearing on the determinations of rates of pay, such as job classifications, conditions of employment, and rates of pay established by collective bargaining for work of a similar nature performed under similar circumstances prevailing in the various geographic areas in which the Region operates. Consideration shall be given by the Region and the Union in their negotiations to any facts so established and to such other evidence as may be submitted by either party.

### **SECTION 5.3**

Wage rates for classifications not negotiated at regular wage conferences, which may be required from time to time, will be negotiated jointly by a representative of the Union and a representative of the Region. Their findings and recommendations will be submitted to the Office of the Regional Director for approval.



#### SECTION 5.4

Every effort will be made by the Region and the Union to agree upon rates of pay. If, however, they are unable to do so in whole or in part, the parties shall proceed with reference to the rates of pay not agreed upon in the manner provided in Section 6.1.

#### SECTION 5.5

Rates of pay and working conditions in effect at the time of execution of this Agreement shall continue in effect until changed or modified in the manner herein provided.

#### SECTION 5.6\*\*\*\*

Employee delegates to negotiations, as defined in ARTICLE V, SECTION 5.1, shall be authorized official time for negotiation preparation not to exceed the hours equivalent to one work day for each employee. In addition, employee representatives on committees and sub-committees established in accordance with SECTION 5.2 shall be entitled to a reasonable amount of official time, subject to approval of local management.\*\*\*\*(Amended 05/03/00)

\* **Amendment No. 14, dtd 02/14/91**

\*\*\*\* **Amendment No. 17, dtd 05/03/00**

### **ARTICLE VI MEDIATION AND ARBITRATION**

#### SECTION 6.1

When agreement is not reached in direct negotiation upon rates of pay or working conditions affecting employees covered by this agreement, either party may request the services of a Federal mediator by contacting the area representative of the Federal Mediation and Conciliation Service who shall appoint a mediator to meet with the parties at the earliest opportunity. The parties shall fully cooperate with the mediator and make every effort to reach a mediated agreement.

#### SECTION 6.2

If efforts to reach a mediated agreement are not successful, the parties shall immediately make written notification to the Federal Mediation and Conciliation Service which will be requested to furnish a panel of seven (7) arbitrators from which the parties will attempt to select one arbitrator to decide the issue.

#### SECTION 6.3

An arbitrator shall be selected by a negative selection process by which each party will alternately strike one name from the list furnished until only one name remains. Initiator of the arbitration has the right to strike first or defer. Selection from the list shall be made within 15 calendar days of receipt from the Federal Mediation and Conciliation Service or the list shall be returned with no selection and a new panel requested. (Amended 2016)

#### SECTION 6.4

Within 15 calendar days of the date of selection of the arbitrator the parties shall submit to the arbitrator a joint statement as to the specific issue or issues to be arbitrated. This statement shall be framed in very specific terms and shall exclude from arbitration all issues not specifically defined.

If the parties cannot agree to joint language, then each party will independently submit to the arbitrator a specific statement of the issue or issues to be arbitrated. Upon receipt of the independent statements, the arbitrator will frame the issue to be arbitrated.

#### SECTION 6.5

The decision of the arbitrator shall be final and binding on both parties.

#### SECTION 6.6

The expenses of the arbitrator shall be borne equally by the Union and the Region.

### **ARTICLE VII LABOR-MANAGEMENT COOPERATION**

#### SECTION 7.1

The Union agrees for its members who are employees of the Region that they have an interest in such matters as the elimination of waste in construction and production; the conservation of materials, supplies and energy; the improvement of quality of workmanship and services; the promotion of education and training; the correction of conditions making for grievances and misunderstandings; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of the morale of the Bureau. The Region recognizes that major contributions to improvement of these matters can be made by its employees.

#### SECTION 7.2

Consequently, in order to achieve the fullest possible benefit from the contributions of its employees, there may be established, as required, Joint Cooperative Labor-Management Committees to consist of an equal number of representatives (not more than five) chosen by the Union from among Region employees and by the Region from among its supervisory staff. These committees can be called together by either party as deemed necessary by submitting a letter to the other party listing items to be discussed.

#### SECTION 7.3

These committees, which shall have power of self organization and shall record all proceedings, shall give consideration to such matters as are mentioned in Section 7.1, but shall not consider or act upon disputes or matters relating to the terms of this agreement or to rates of pay.

#### SECTION 7.4

When work that is normally performed by employees in the bargaining unit is contracted out, the parties to this agreement will negotiate the impact and implementation for the affected employees. It is recognized that such impact and implementation bargaining is limited to procedures or appropriate arrangements for adversely affected employees, but does not include any bargaining on the substance of the decision itself or matters which do not adversely affect employees.

### **ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURES**

#### SECTION 8.1

The Union and the Region agree that the success of their labor relations depends largely on the spirit of cooperation and teamwork. In furtherance thereof the parties hereto agree that they will cooperate to maintain harmonious relationships on the basis of appreciation of the individual interests of each and the joint objective of sound labor and administrative practices. The Union recognizes that, in accordance with the provisions of this Basic Labor Agreement, the right to hire, promote, demote, transfer, assign, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the responsibility of the Region exercised by the field office heads, and the Region recognizes that Union members shall not be discriminated against as such. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

#### SECTION 8.2

A grievance means any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
- C. By any bargaining unit employee, the Union, or the Region concerning:
  - 1. The application, interpretation, working conditions, or a claim of breach of this Agreement; or
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

#### SECTION 8.3

This Article shall constitute the exclusive procedures available to the Region, the Union, and employees for resolving grievances of the bargaining unit which fall within its coverage; exclusions are provided in SECTION 8.4 below.

#### SECTION 8.4

The following matters are specifically excluded from this procedure. Any claimed violation relating to:

- A. Any claimed violation of subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activity);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under Section 7532, Title 5 U.S.C. (relating to national security matters);
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction-in-grade or pay of an employee;
- F. Reduction-in-force;
- G. Equal Employment Opportunity;
- H. Separation of probationers, trial period employees, and temporary hires;
- I. Written notices of proposed disciplinary actions. This exclusion does not infringe upon an employee's right to obtain representation for assistance in preparing a response to such notices;
- J. Non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award;
- K. Provisions of Law, regulations of the Department of the Interior or regulations of appropriate authorities outside the Department.

Prior to final action in the matters excluded from the grievance procedure, because of prescribed appeal procedures, the Region shall notify the employee involved as to specific rights of appeal, including right to be represented during the appeal process.

Questions which cannot be resolved by the Region and the Union as to whether or not a grievance is over a matter subject to the grievance and arbitration procedures of this agreement may be referred to arbitration as a threshold issue.

#### SECTION 8.5

Official Time - The grievant and the Union Steward or other representative will be allowed a reasonable amount of official time, if otherwise in a duty status, in private and in the grievant's work facility, to prepare for the informal discussion of the grievance. The grievance shall then be discussed with the grievant, the Union Steward, the first level supervisor, and any other

person(s) the supervisor/Union believes necessary for resolution. However, if upon being informed of the nature of the grievance the first level supervisor determines that it is not within their authority to resolve the matter, the supervisor shall make arrangements with the appropriate management official with requisite authority to informally discuss the grievance with the employee and the Union Steward.

#### SECTION 8.6

Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Region and the Union agree that every effort will be made by management and the aggrieved parties to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization. All complaints will be given unprejudiced consideration.

#### SECTION 8.7

##### STEP ONE

- (A) Grievance by Union or Aggrieved Employee. The grievance will be initiated by the aggrieved employee or Union at the lowest supervisory level that has the authority to adjust grievances, normally with the immediate supervisor. The Union or Aggrieved Employee shall clearly state that the issue is a Step One grievance. This shall be done within 20 calendar days after receipt of an unfavorable administrative decision or the date of occurrence of the event or action prompting the grievance. If aggrieved employees do not choose to be represented by the Union, the Union shall be informed. The Union has the right to be present at any grievance proceeding. The persons involved in the discussion will make an earnest effort to resolve this matter. **(Amended 2016)**
- (B) The supervisor shall make whatever investigation is necessary and shall give their answer to the aggrieved employee within 10 working days after the date of discussion. It is expected that most grievances will be settled at this level.

##### STEP TWO

- (A) If the decision in Step One is not acceptable, the grievance shall be reduced to writing and submitted to the Area Manager within 10 working days after receipt of the Step One decision. The written grievance must provide, as a minimum, information concerning the nature of the grievance, the Article(s) and Section(s) of this Agreement alleged to have been violated and the remedy sought. The employee may be represented by the Union or a representative of their own choice, or may present the grievance on their own behalf. The Union has the right to be present during the grievance proceedings.
- (B) The Area Manager or designee will make such additional investigations as considered necessary to develop the facts in the case.

The Area Manager or designee will discuss the matter with the employee and their representative within 15 working days after receipt of the written grievance. The Area Manager or designee may contact any employee whom it is believed has a direct knowledge of the facts concerning the grievance. The Area Manager or designee will submit their decision within 5 working days after the discussion with the employee and their representative. A signed copy of the decision by the Area Manager or designee will be given to the employee with a copy to their representative. This document shall specify the reasons used to substantiate the decision.

### STEP THREE

If the Step Two decision is unsatisfactory to the employee, the employee may then appeal the decision, in writing, to the Regional Director within 15 calendar days after receipt of the Step Two decision. The Regional Director will issue a final decision, in writing, within 30 calendar days of receipt of the grievance. The Union may elect to refer the matter to arbitration as provided in Article VIII, Section 8.10 of this Agreement.

SECTION 8.8--Deleted June 7, 1989

#### SECTION 8.9

The time limits specified in this article may be extended by mutual agreement of the Union and the Regional Director or their designated representatives when extenuating circumstances exist. If a decision is not rendered within time limits, as set forth in Section 8.7 or the extended time limits, the grievance will move to the next step.

#### SECTION 8.10

If the Region and the Union fail to settle any grievance processed under the negotiated procedure, such grievance, upon written notification by the Region, or the Union, within 30 calendar days after issuance of the Regional Director or Union President's final decision, may be submitted to arbitration.

#### SECTION 8.11

Within 10 working days from the date of the notification of arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of a qualified arbitrator. If agreement cannot be reached, then either party or both parties jointly may request the Federal Mediation and Conciliation Service to provide a list of seven persons qualified to act as arbitrators. Within 10 working days after receipt of the list, the Region and the Union will meet, and each will strike one arbitrator's name from the list of seven and repeat this procedure until one name remains on the list. The remaining person shall be duly selected arbitrator.

#### SECTION 8.12

The decision of the arbitrator shall be limited to the resolution of the grievance or to the interpretation and application of this Agreement and shall in no way change or amend this or any Supplemental Agreement: Arbitration decisions shall be accepted as final and binding and

immediately acted upon by appropriate officials, unless either party files an exception to the arbitrator's award with the Federal Labor Relations Authority.

#### SECTION 8.13

The arbitrator's fee and the expenses of the arbitration, if any, will be borne equally by the Region and the Union. The arbitration hearing will normally be held on the Region's premises during the regular day shift hours of the basic workweek.

### **ARTICLE IX\*\***

#### **PRE-COMPLAINT PROCEDURE FOR UNFAIR LABOR PRACTICES (ULP)**

#### SECTION 9.1

If either party believes that the other party has committed a ULP, prior to filing a ULP with the Federal Labor Relations Authority under their procedure, they shall notify the Facilities Manager or Union Official, as appropriate, in writing, concerning their allegation that a ULP has been committed. The receiving parties shall review the alleged ULP and may take one or more of the following steps within 15 calendar days:

- a) request a meeting to discuss the allegation,
- or
- b) respond with its position in writing.

The parties agree to make a good faith effort to resolve all allegations of a ULP prior to implementing the procedure.

**\*\*Original Article Deleted March 20, 1980; new Article Replaced July 15, 2015**

### **ARTICLE X APPRENTICESHIP**

#### SECTION 10.1

An appropriate system of apprenticeship may be established and maintained for employees covered by this Agreement. A Joint Apprenticeship Committee will be established to administer the apprentice program, consisting of an equal number of representatives of the Region and the Union. The minimum standards for apprenticeship shall conform to the standards of, and shall be approved by the Bureau of Apprenticeship, U.S. Department of Labor, prior to adoption.

#### SECTION 10.2

Apprentice rates of pay, ratios of apprentices to journey workers, conditions of employment, training and other necessary functions in connection therewith, shall be incorporated in Apprenticeship Standards which will supplement this Basic Labor Agreement.

**ARTICLE XI  
UNION MEMBERSHIP**

**SECTION 11.1**

No employee, and no one seeking employment shall be required as a condition of employment, transfer, promotion, reassignment, or retention, to join or refrain from joining any labor organization. Employees have the right to organize or join or refrain from joining labor organizations and to designate representatives for the purpose of consulting and negotiating with management officials and processing individual grievances. In the exercise of this right, employees and employee representatives shall be free from any and all restraint, interference, coercion, discrimination, or reprisal.

**SECTION 11.2**

Union membership shall not be discouraged by anyone acting in a supervisory capacity for the Region or its field offices. The Union agrees to accept employees as members upon the same basis as other applicants are accepted.

**ARTICLE XII  
BULLETIN BOARDS**

**SECTION 12.1**

Bulletin boards shall be made available to the Union for posting of official Union bulletins, provided that the posting of any such bulletins is not contrary to Federal statutes and regulations. All Union notices must be approved for posting by the Regional Director or someone designated by him. Bulletin boards must be kept free of controversial and political material, as well as advertising matter. In general, the following material will be approved without question:

- Notices of Union recreation and social affairs;
- Notices of Union election, appointments, and results of Union elections;
- Notices of Union meetings; and
- Copies of communications between the Local and the Units.

**ARTICLE XIII  
UNION REPRESENTATIVES AND SHOP STEWARDS**

**SECTION 13.1**

Authorized labor representatives shall be permitted to visit the projects and places of work of the Region during working hours, provided that in restricted areas they shall be accompanied by a Bureau official. Such authorized labor representatives shall confine their activities during such hours to matters relating to this Agreement, and will advise management in advance of their visit. Visits shall not be made for the purpose of requesting employees to leave their place of work, except that employees may, when permission to leave is granted by the supervisor, accompany the Union representative.



## SECTION 13.2

Shop stewards or other representatives shall be designated by the employees through the Union and the Union shall supply the Region with their names which shall be posted on appropriate bulletin boards. The shop stewards or representatives are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union under this agreement and the Region agrees that there shall be no discrimination against a shop steward or designated representative because of the performance of such duties. One shop steward or other representative shall be designated for each group of employees comprising a unit. Stewards or representatives shall not use their offices for unwarranted absence from duty.

## SECTION 13.3

Employees participating in an official capacity for the Union related to business under this Agreement, as well as grievants, and witnesses at grievance, mediation, and arbitration proceedings will be allowed reasonable official time, including travel time, to carry out these functions, subject to the approval of management.

# **ARTICLE XIV EMPLOYMENT WITH UNION**

## SECTION 14.1

Any employee elected or appointed to office in the Union, which requires a part or all of their time, shall be given leave or leave without pay upon application, providing that conditions are such that the Region will be able to replace them. The employee shall not lose seniority established at the time of the leave of absence and shall accrue seniority subject to applicable Office of Personnel Management regulations. Leave without pay for the above purposes is limited to periods not in excess of 1 year.

## SECTION 14.2

Should an employee who has been on leave for a full year wish to remain with the Union they will resign their Federal employment with the understanding they may be reemployed subject to applicable Office of Personnel Management regulations.

# **ARTICLE XV DISTRIBUTION OF AGREEMENT**

## SECTION 15.1\*\*

A copy of this agreement shall be issued to each employee of the Region covered by this agreement, also to each new employee covered by this agreement upon reporting for duty. Copies of this agreement may be made available at each place at which hourly employees report for work. The Region agrees to furnish the Union with an electronic copy of the Agreement.\*\*  
**(Amended 9/21/95 and 7/15/15)**

**ARTICLE XVI**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 16.1**

The Region and the Union, in fulfilling their respective responsibilities, subscribe fully to the principle of Equal Employment Opportunity, as stipulated in Section 717 of the Civil Rights Act of 1964 and other laws, rules and regulations governing Federal employees, and in the administration of this Agreement shall not discriminate against any employee because of age, race, color, religion, sex, national origin, mental or physical handicap.

**SECTION 16.2**

The Region and the Union agree that formal EEO complaints will be processed by the applicable provisions of public law, EEOC and OPM regulations and Department of Interior administrative remedy system procedures. The Region will instruct all EEO Counselors to inform all potential complainants covered by this agreement of their right to union representation during pre-complaint counseling and at each stage of the formal complaint proceedings. The Union agrees to provide representation to employees covered by this agreement who use the EEO administrative remedy system to redress alleged discrimination.

**SECTION 16.3**

The Region and the Union agree that no article in this contract shall be effective in a manner to preclude the Region from satisfying its Federal Equal Opportunity Recruiting Program responsibility as set forth in Section 310, Public Law 95-454 which calls for the use of external and internal applicant pools to redress the under representation of minority groups and women. The Union agrees to assist the Region in achieving the goals established for the bargaining unit positions.

**SECTION 16.4**

The Region will make available to the Union copies of the Equal Employment Opportunity complaint procedure and will periodically publish the names of EEO Counselors, and periodically advise employees of the EEO complaint procedure. The Region will make available to the Union, as they are received, copies of all published EEO regulations, policies and procedures applicable to the employer.

**\*\* Amendment No. 15, dtd 9/21/95**

IN WITNESS WHEREOF The Parties hereto have entered into this Basic Agreement this 1st day of August 1960.

FOR THE BUREAU OF RECLAMATION:

/s/ Albert R. Novak, Chairman, Negotiating Committee

/s/ Harold R. Lee, Member, Negotiating Committee

/s/ Herbert E. Prater, Member, Negotiating Committee

FOR THE UNION:

/s/ Orville L. Engelhardt  
President, Local Union 1759

/s/ Joe W. Limbocker  
Recording Secretary

/s/ Carl Bechtold, International  
Representative, I.B.E.W.

Approval Recommended: August 10, 1960

/s/ J. L. Ogilvie  
Acting Regional Director

APPROVED: September 26, 1960

/s/ Gordon M. Freeman, President International Brotherhood of Electrical Workers

APPROVED: September 29, 1960

/s/ D. Otis Beasley  
For the Secretary of the Interior

9/7/16

\_\_\_\_\_  
Date

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**SUPPLEMENTARY LABOR AGREEMENT NO. 1**

**Between the**

**BUREAU OF RECLAMATION (Great Plains Region)  
UNITED STATES  
DEPARTMENT OF THE INTERIOR**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION  
NO. 1759**

**(EASTERN COLORADO AREA OFFICE & WYOMING AREA OFFICE)  
GENERAL WORKING CONDITIONS**

**SECTION 1--APPOINTMENT, TENURE, AND SECURITY**

SECTION 1.1 -- The objective of the Region is to provide permanent and continuous employment for hourly employees consistent, of course, with statutory and budgetary limitations and the Region's labor requirements. Where and whenever possible, these employees will receive appointments of the type which will afford greatest job security.

SECTION 1.2 -- The Region will select all employees in accordance with the provisions of the Civil Service Reform Act and the regulations of the Office of Personnel Management. Selection in accordance with such regulations will be made on the basis of merit and efficiency as determined by such factors as ability, skills, diligence, training and experience, and the right of veterans will be safeguarded. The Region will select employees, to the extent that they cannot be supplied by the Office of Personnel Management, from any available source and will clear its selections with the Office of Personnel Management. The Union will assist the Region by directing qualified eligibles to those sources through which employees are regularly obtained.

SECTION 1.3 -- All disciplinary actions involving unit members, such as suspensions, removals, or reductions in pay, shall be in accordance with applicable rules and regulations of the Office of Personnel Management. If requested by the Union and concurred in by the employee, the Region shall furnish a copy of the statements which outline the reasons for the disciplinary actions.

SECTION 1.4 -- The Region agrees to give the maximum amount of advance notice, consistent with sound management, of contemplated reductions-in-force. All reductions-in-force will be made in accordance with the rules and regulations of the Office of Personnel Management and the provisions of the Veterans Preference Act of 1944, as amended. Reduction-in-force lists shall be open for inspection, insofar as consistent with reduction-in-force regulations, by either the employees affected or by a representative of the Union. Areas of competition established as follows:

1. The entire Wyoming Area Office.
2. The entire Eastern Colorado Area Office.

Any change in the above competitive areas will be made strictly in accordance with Office of Personnel Management regulations. The Region will notify the Union at least fourteen (14) calendar days in advance of any changes. **(Amended 2016)**

## **SECTION 2--PROMOTION POLICY**

SECTION 2.1-- The Region shall comply with regulations of the Office of Personnel Management, and approved Merit Promotion Plan of the Department of Interior in the promotion of employees covered by this agreement. A copy of Interior's Merit Promotion Plan shall be distributed to each employee covered by this agreement.

SECTION 2.2 -- Whenever a merit promotion board is appointed to consider qualified applicants for a position covered by the bargaining unit, the Union shall be allowed equal participation on the board by bargaining unit members who shall be selected from a list referred by the designated Union representative.

SECTION 2.3 -- Unsuccessful applicants for a vacancy may file an appeal under the applicable appeal procedure or negotiated grievance procedure if, in their opinion, they were deprived of a promotion, reassignment, or transfer because the official making the selection did not follow the principles and procedures outlined in the Supplementary Labor Agreement or the Merit Promotion Plan.

SECTION 2.4 -- Service on the promotion board shall be considered official duty, and those members who are required to travel from their headquarters shall be entitled to per diem as provided in paragraph 6.4 of this supplementary agreement.

## **SECTION 3--HOURS OF WORK**

SECTION 3.1 -- Regular hours of labor for workers defined in Section 3.4(b) & (c) hereof shall be not more than ten (10) hours per day, or eighty (80) hours per pay period; work in excess of these limits is permitted when it is determined by responsible officials that such work is in the public interest. These limits have been established to allow for the use of alternative work schedules as defined in Section 14 of this Supplement. The regular hours of employment for all employees covered by the Basic Labor Agreement shall be posted by kinds of employment or by services at each place of employment. Such postings will indicate how these hours shall be worked in a twenty-four (24) hour period.

SECTION 3.2 -- A minimum of twenty-four (24) hours advance notice shall be given employees of any change in posted working hours, except that the required advance notice may, in the case of relief workers, be reduced to ten (10) hours when necessary to meet conditions beyond the control of the Region. If these conditions cannot be met, penalty pay provisions of the agreement shall be invoked for the first day worked under the new schedule. Return to the normal shift will be at straight time rates.



SECTION 3.3 -- Occasional necessary night and/or Saturday-Sunday work of less than two (2) weeks may be performed under an authorization of overtime without disturbing the normal workweek of the employee. (Amended 9/2009 and 2016) \*\*\*\*

SECTION 3.4 -- There are four types of workers covered by this Section. They are defined by the characteristics and conditions of their assigned tours of duty.

- (a) Shift workers. A shift worker is an employee who works a rotating shift. The basic workweek of the shift worker shall be mutually established and agreed upon by Management and Union. The shift shall not be more than twelve (12) hours a shift, and there shall be an average of forty (40) hours per week in a fixed time (rotation) period. Shift workers shall be permitted to eat meals while on duty.
- (b) Day Workers. A day worker is an employee who is not a shift worker and who is normally required to work no more than ten (10) hours per day starting no earlier than 6 a.m. nor later than 9 a.m. with a lunch period on the employee's time not to exceed one (1) hour. The workweek will be mutually established and agreed upon by Management and the Union. The normal workweek shall consist of consecutive workdays aggregating 80 hours per 2-week pay period and shall be scheduled Monday through Friday.
- (c) Scheduled workers. A scheduled worker is an employee whose starting time may be other than between 6 a.m. and 9 a.m. and/or whose workdays may be other than Monday through Friday. The basic workday shall consist of up to ten (10) consecutive hours, exclusive of a lunch period of not more than one (1) hour at a point midway through the workday, mutually established and agreed upon by Management and the Union. The basic workweek shall consist of up to any five (5) consecutive basic workdays per week aggregating eighty (80) hours per 2-week pay period.
- (d) Relief Workers. The duties of the relief worker are those to relieve a shift worker. The relief worker's basic workday shall conform to the basic workday of the worker whose shift he or she is working, or the shift assigned by Management.

SECTION 3.5 -- Deleted 3/20/80

SECTION 3.6 -- **Foreman I:** This position serves as a crew/work leader. The Foreman I spends a large portion of his/her time performing tasks similar to those performed by workers in the group which s/he leads. Leads crew members, instructs on safety techniques, and reports failures to observe safety regulations.

When no supervisor is available to supervise the work, an Acting Foreman I may be appointed. All employees whom management has determined are qualified/approved to serve as Acting Foreman I shall be used as equally as possible to perform Acting Foreman I duties at each facility. A listing of qualified/approved personnel shall be posted at each facility.

When an employee is appointed as Acting Foreman I, the employee shall receive the pay rate applicable to the position in which s/he is qualified/approved for, as outlined in the current Wage Schedule under Supplementary Labor Agreement No. 2.

When an employee is appointed Acting Foreman I, the increase in pay shall be appropriate for any period the employee is in a work status (including callouts) during the period in which the employee is serving in Acting Foreman I capacity. For fractional day appointments (less than 8 hours), Acting Foreman I wages will be paid only for those hours the employee actually worked regardless of when these hours may occur.

**Acting Facility Leader:** An Acting Facility Leader may be designated to serve as a work leader and primary contact point at a particular facility or group of facilities during the absence of the Powerplant Supervisor or a Classified Supervisor normally responsible for the facility(ies). The Acting Facility Leader serves as the primary contact point at the designated facility(ies) and is responsible for accomplishing the work program at the facility(ies), assigning work to facility staff, maintaining safety, and assuring care and protection of government facilities and equipment.

When the Powerplant Supervisor or Classified Supervisor is absent from the facility, a qualified/approved journeyman (\*) may be designated as the Acting Facility Leader in the supervisor's absence. The names of all employees whom management has determined are qualified/approved to serve as Acting Facility Leader shall be identified and posted at each facility and shall be used based on individual qualifications, capabilities, and the situation. (Amended 2007) (\*To include the position BB-5409 Industrial Water Treatment Plant Operator at the Leadville Mine Drainage Tunnel Water Treatment Plant.) (Amended 2015)

Employees appointed to serve as Acting Facility Leader shall be compensated at the rate of pay s/he is qualified/approved at the "Acting Facility Leader Differential" in the current Wage Schedule under Supplementary Labor Agreement No. 2. However, in no case shall the hourly rate of pay exceed the hourly rate of pay for the supervisor being replaced. The increase in pay shall be appropriate for any period the employee is in a work status within the time frames of that appointment, including overtime periods addressed in SECTION 4 of this agreement. Acting Facility Leader pay shall not be payable for non-work hours when the employee is responding to communications from Control Center or management personnel to address facility issues, until such time that the response results in that employee being called back to work status under the terms of SECTION 4 of this agreement.

(a) Pay for Holiday and Leave Situations: The Acting Foreman I and Acting Facility Leader differential shall be payable on all non-worked holidays intervening during the period of service. Acting Foreman I and Acting Facility Leader pay shall not be payable for periods of leave (including administrative, annual, and sick leave), even when such periods fall within the period of service as identified in the appointment. If the employee is separated from the Bureau during the period of the appointment, lump sum payment for accumulated annual leave will be calculated at the employee's regular rate of pay.

(b) Nothing in the provisions of this section shall require the designation of Acting Foreman I or Acting Facility Leader under circumstances in which such designations may be contrary to the efficiency of the service. In addition, application of this section does not preclude the administrative decision by management to use temporary promotion procedures in lieu of the foregoing procedures. (Amended 2016)

SECTION 3.7 -- Management shall determine in which of the categories set forth in Section 3.4 and 3.6 an employee is to be placed.

SECTION 3.8 -- When it is necessary to replace an employee during short periods of absence or to augment a crew during emergencies, employees of a different classification shall not be assigned if there is available an employee of the classification normally considered applicable to the work. This requirement shall not apply when the assignment of an employee of a different classification will avoid the necessity of extensive overtime or per diem costs.

SECTION 3.9 -- Employees reporting for outdoor work or work away from headquarters on a non- overtime day will not have pay deducted or leave charged when the supervisor directs that because of weather conditions, outdoor work or work away from headquarters will not be undertaken, but instead they will be held at headquarters pending trouble calls or employed in miscellaneous work or given safety and first aid instructions.

SECTION 3.10 -- Employees of the same classification may, by agreement between themselves and the approval of their supervisor, exchange regular shifts. The exchange must take place within the employee's normal workweek.

SECTION 3.11-- (Deleted and incorporated into new SECTION 4.13.)

#### **SECTION 4--OVERTIME, MEALS, REST PERIODS**

SECTION 4.1 -- Whenever necessary to meet emergencies as may arise, the Region may call upon employees to perform work during hours or on days other than or beyond those falling within the regularly scheduled tour of duty of such employees. The Region will, having due regard to the necessity for continuous and uninterrupted services and economics of operation, make every effort to keep emergency or call-back overtime work and irregular shifts at an absolute minimum.

Overtime work shall be distributed equitably considering operation needs and employees' availability to perform the overtime work. Management will maintain records of overtime use by employees at each duty station during the calendar year and will make these records available to employees upon request.

SECTION 4.2 -- No employee shall be required to take time off in lieu of overtime worked or to be worked.

SECTION 4.3 -- In shift operations, work schedule or tour of duty changes of one (1) day or less shall require the payment of penalty pay (at the overtime rate), regardless of the notice given; except that this shall not apply to relief operators. Penalty pay for shift workers shall be based on the day the shift begins and is paid for the entire shift.

SECTION 4.4 -- Except as provided herein, an employee required to report for work or called from home on other than the employee's regular day or shift shall receive a minimum credit for two (2) hours working time which may include all or portions of travel time, when applicable, if actual time spent on the job is less than *two (2) hours*. \*\*\**The minimum credit for employees not required to live in any associated Government Camp and duty stationed at Alcova, Green Mountain, Boysen, Mt. Elbert, Seminole and Leadville shall be three (3) hours.*\*\*\* For callouts that span consecutive days with different overtime rates (Sundays and Holidays) premium pay will be based on the appropriate rate for the portions of each day worked. The day begins and ends at midnight. **(Amended 2010) \*\*\*\*\***

SECTION 4.5 -- Any hours of work in excess of eight (8) hours in a calendar day or forty (40) hours in the basic workweek shall be considered overtime. When at least eight (8) hours notice of callout has been given the employee, work time for pay purposes shall begin when the employee reports at the headquarters or assembly point and ends upon the employee's release from duty and, if appropriate, the employee's return to the headquarters or assembly point. In addition, when an employee is called to report for duty with less than eight (8) hours notice, the employee shall be paid a reasonable amount of actual travel time from the place called to the headquarters or assembly point. When the employee is released from duty prior to the beginning of the employee's regular tour of duty, an additional equal amount of return travel time shall be paid if such travel time is actually used by the employee. For the purpose of this agreement, a reasonable amount of travel time is actual travel not to exceed one-half (1/2) hour each way.

SECTION 4.6 -- Employees called to report for duty five (5) hours or more before their normal starting time shall be paid at the overtime rate, including reasonable travel time from the place of contact, normally the place of residence, until officially released from duty. If employees are ordered to remain in a work status, they shall receive one (1) hour premium pay at the overtime rate for each hour worked during their officially scheduled shift. If employees are called to report to work fewer than (5) hours prior to their regularly scheduled tour of duty, they will be paid at their basic rate of pay plus any applicable call out and/or premium pay provisions. Upon being released from the call out work, employees may continue to work the remainder of their shift at their regular basic rate of pay. If safety, health or rest period considerations warrant, the employee may be released from duty with supervisor approval using an appropriate leave status, in accordance with all government regulations or policies. \*\*\*\*\* **(Amended 2009 and 2016)**

SECTION 4.7 -- Overtime work immediately preceding and continuing into a regularly scheduled tour of duty without release from duty, and overtime work immediately following a regularly scheduled tour of duty prior to release does not constitute callout time, and the employee will be credited only with the time actually worked.

SECTION 4.8 -- (a) When an employee continues to work two (2) hours or longer after any eight (8) hour period of work, the employee shall be provided, at the employee's option,

reasonable time off for a meal, and additional time off for a meal at four (4) hour intervals thereafter as long as the employee continues on duty. In addition, the employee will receive one-half (1/2) hour penalty pay at each meal-time interval. Penalty provision and/or meal time will not be invoked if less than four (4) hours has elapsed since last scheduled meal break. This penalty pay provision will not be applicable if thirteen (13) or more hours advance notice has been given to the employee with respect to the overtime to be worked.

(b) When employees are called to report for duty more than two (2) hours before the start of their regular tour of duty and with less than two (2) hours notice of such callout and are not released before the start of their tour of duty, the employees shall be provided time off for a hot meal prior to beginning their regular tour of duty or as soon thereafter as conditions permit. If within a reasonable distance from a restaurant where such meals can be obtained, Reclamation shall furnish transportation to and from the restaurant. What constitutes a reasonable distance shall be determined by the supervisor. However, generally speaking, the restaurant is within a reasonable distance when the employee(s) can obtain the meal and be back at the worksite within one (1) hour including eating and travel time. If a hot meal is unobtainable, adequate food, at the employee's expense, shall be furnished at the job site. Shift workers will be required to remain at their duty stations.

SECTION 4.9 – (a) An employee who has worked sixteen (16) hours or more, consecutive or otherwise, in any twenty-four (24) consecutive hours shall upon release from duty, be entitled to an eight (8) hour rest period before the employee returns to work. If the eight (8) hour rest period extends into the regularly scheduled tour of duty, the employee shall be granted administrative leave for any portion thereof required to complete this rest period. If an employee is required to return or remain on duty prior to completion of the eight (8) hour rest period, the rate of pay for work performed will be 2½ times the basic rate until the eight (8) hour rest period has elapsed. Upon completion of the rest period, employees returning to their regularly scheduled tour of duty will resume their basic rate of pay. \*\*\*\* (Amended 2009)

(b) After an employee completes their normal tour of duty and they are called out at management's directions for multiple times with (i) one call out occurring in the quarter of the day before midnight and one call out occurring in the quarter of the day after midnight, or (ii) two call outs in the quarter of the day after midnight; the employee shall be, upon release from duty, entitled to a ten (10) hour rest period before they return to work. If an employee is required to return to work prior to the completion of the ten (10) hour rest period, the rate of pay for work performed will be two-and-a-half (2.5) times the basic rate until the ten (10) hour period has elapsed.

SECTION 4.10 -- Employees will be allowed to work their scheduled work shift each calendar day while in travel status whenever practicable as determined by their supervisors.

SECTION 4.11 -- When Reclamation requires that maintenance work be performed during the regularly scheduled lunch period, the supervisor may, upon at least one (1) hour's notice prior to the beginning of the regularly scheduled lunch period, either advance the lunch period by not more than two (2) hour or delay it by not more than one (1) hour without any penalty being paid. However, if the employee is required to work through their scheduled or adjusted lunch period,

the employee will be paid penalty pay (at the overtime rate) for the missed lunch period until released for a lunch period. An example of this situation is the following: An employee whose normal lunch hour is 11:30a.m. to 12 noon is told at 10a.m. that for today their lunch hour will be 12:30p.m. to 1p.m. In this situation, no penalty is payable; however, if the employee is required to work through both the scheduled lunch hour (11:30a.m. to 12 noon) and the adjusted lunch hour (12:30p.m. to 1p.m.), they are entitled to one-half (1/2) hour penalty pay (at the overtime rate) and will be in an overtime status from 1p.m. until released for a lunch period. This provision will not apply while employees are actually traveling.

SECTION 4.12 -- Management agrees to maintain adequate facilities for cooking, refrigeration, and drinking water at locations approved by the Area Manager. At a minimum these facilities will be maintained at those locations requiring twenty-four (24) hour continuous coverage.

SECTION 4.13 -- Any Employee working fifteen (15) consecutive scheduled work shifts shall receive 2 consecutive days off. If work exceeds fifteen (15) consecutive work shifts, the rate of pay will be two (2) times the basic rate of pay for all hours worked until the employee has two (2) consecutive days off.

#### **\*\*SECTION 5—HOLIDAYS & SUNDAYS\*\***

SECTION 5.1 -- Holidays will be observed for purposes of pay and leave as designated by Federal Statute or Executive Order.

SECTION 5.2 -- Whenever one of the above listed holidays falls on one of the employee's regularly scheduled workdays in their basic workweek, that workday is the employee's holiday.

SECTION 5.3 -- For any employee whose scheduled workday covers portions of two (2) calendar days, the workday for Sunday and holiday purposes means that calendar day on which the employee's tour of duty commences.

SECTION 5.4 -- Any employee whose basic workweek does not include Sunday shall be excused from work on the next workday of their basic workweek when one of the above listed holidays falls on Sunday.

SECTION 5.5 -- When a tour of duty consisting of six (6) working days and one (1) non-workday is so arranged that the day off is other than Sunday, the one (1) day off shall be considered as in lieu of Sunday.

SECTION 5.6 -- Any employee whose basic workweek includes Sunday shall be excused from work on the next workday of their basic workweek whenever any holiday falls on a day that has been administratively scheduled as their regular weekly non-workday in lieu of Sunday.

SECTION 5.7 -- When any holiday falls on a Saturday for employees whose tour of duty is Monday through Friday, the employee's holiday is Friday. In tours of duty other than Monday through Friday, when the holiday occurs on the employee's non-workday other than their day off

in lieu of Sunday, the last regular workday preceding such non-workday is the employee's holiday.

SECTION 5.8 -- When a tour of duty consisting of five (5) working and two (2) non-workdays is so arranged that the days off are other than Saturday and Sunday, the second non-workday shall be in lieu of Sunday. However, when a calendar Sunday is one of the non-workdays, it always retains its identity. For example:

- (a) Non-workdays are Tuesday and Wednesday. Wednesday is in lieu of Sunday.
- (b) Non-workdays are Friday and Saturday. Saturday is in lieu of Sunday.
- (c) Non-workdays are Sunday and Monday. Sunday retains its identity; therefore, Monday is in lieu of the non-workday other than the day off in lieu of Sunday.

In administering the provision of law relating to pay and leave of absence, the workdays referred to in the preceding paragraphs shall be treated as holidays in lieu of the corresponding calendar holiday.

## **SECTION 6--CONDITIONS OF EMPLOYMENT**

SECTION 6.1 -- The services to be performed by the employees covered by the basic labor agreement pertain to the operation and maintenance of an essential public utility engaged in the delivery of power and water. Therefore, in the interest of maintaining continuity of services rendered the public, employees may be required to perform work outside of their classifications, but not to the extent that qualified trainees and apprentices are held up on their rating as operators and journey workers.

SECTION 6.2 -- Management shall assign each employee a regular headquarters and a designated point of assembly at which to report for work. The employee shall report at the designated point of assembly at the commencement of the workday and after reporting shall be regarded as on duty. Employees will, insofar as practicable, be given twenty-four (24) hours advance notice of change of assembly points. In no case shall an assembly point be established at a point in excess of ten (10) miles normal travel distance from the employee's regular or temporary headquarters. Travel time (time required to travel between the assembly point and the actual place of work) shall be part of the employee's work time and any transportation necessary after arriving at the point of assembly shall be provided by management. ***\*Provisions in this section apply to work only. See Section 6.4 for provisions applicable to training and conferences and Section 9.3 for meetings.\****

SECTION 6.3 -- Travel time as mentioned above will be compensated at overtime rates if it exceeds the scheduled work shift only when it is considered to be an inherent part of, and inseparable from the work assignment.

SECTION 6.4 -- When employees are required to travel away from headquarters in the performance of official duties including authorized training and conferences, they will be entitled to receive a per diem allowance as provided by the established practices of the Bureau of Reclamation. Per diem allowances will be computed in accordance with the Standardized Government Travel Regulations, as prescribed in applicable Reclamation instructions. All travel

time, up to the predetermined amount as determined by the supervisor, occurring outside of the employee's regular scheduled tour of duty in order to attend authorized training and conferences must be approved for overtime authorization in order to be compensable. The compensation for such travel time will be at one and a half times the employee's basic rate of pay; no penalty pay provisions contained in this contract will be applicable for such travel. Employees will, insofar as practicable, be given twenty-four (24) hours advance notice that travel away from their regular headquarters will be required. Payment for travel time provisions of this section are not applicable to apprentices or other approved job training programs (for example: continuing education).\*

SECTION 6.5 -- The Region recognizes the desirability of making work assignments consistent with the classification normally considered applicable to the work and every reasonable effort will be made to make such assignments.

### **SECTION 7--SAFETY**

SECTION 7.1 -- The Region will endeavor to comply with all applicable State and local laws and regulations relating to the safety and health of employees, and will take such additional steps as may be necessary to make adequate provision therefore. The Region will also formulate and publish safety rules to which all employees shall be required to conform.

SECTION 7.2 -- Administration of the safety program is a continuing responsibility of Reclamation. The Area Office Safety Committee shall consist of Reclamation members and alternates as designated by the Area Manager and one or more Union members and alternates as designated by the President and Business Manager of the Union and approved by the Area Manager. This joint committee shall meet at least quarterly as needed to review and evaluate the safety program and recommend to the Area Manager proposed corrective measures for the reduction of accidents and elimination of safety hazards. The Union members and alternates shall be selected from the Union membership in each area immediately adjacent to the Area Office headquarters and shall serve as the official representative of the employees covered by this Agreement. The Union representatives shall be given advance notice of committee meetings in sufficient time to submit agenda items for consideration at the meeting and shall be provided copies of the written minutes of the meeting. \*\*\*\* (Amended 2009)

SECTION 7.3 -- The Bureau of Reclamation Facilities Instructions Standards and Techniques (FIST) Manuals shall be maintained in each field office and made available for reference. (Amended 2015)

SECTION 7.4 -- A copy of Reclamation safety standards shall be maintained in each field office and be available for ready reference. Each employee will be furnished a copy of Reclamation Safety and Health Standards and applicable safety regulations for work to be performed.

### **SECTION 8--FRINGE BENEFITS**

SECTION 8.1 -- Employees shall be entitled to annual and sick leave, retirement benefits, compensation for job-related injuries, unemployment compensation, Social Security, group



insurance, and group health insurance, in accordance with existing statutes, laws, and regulations. Deductions will be made from base pay as prescribed by law or regulation.

SECTION 8.2 -- In order to keep all employees fully advised, and to facilitate planning of vacations and leave schedules by employees and their supervisors, notification of changes in annual and sick leave regulations shall be distributed to all employees and the Local Union within 14 calendar days of the date official instructions regarding the change are received in the Regional headquarters. Notice of such change will also be posted on bulletin boards.  
**(Amended 2016)**

SECTION 8.3 -- Compensation, as provided for in the Federal Employees Compensation Act, will be paid by the United States for the disability or death of an employee resulting from personal injuries sustained while in the performance of duty.

### **SECTION 9--WORKING RULES, GENERAL**

SECTION 9.1 -- Operation and maintenance personnel who may be called on to operate cranes, shovels, tractors, loaders, snowplows, graders, etc., shall be thoroughly qualified and have written approval of qualifications for such duties; said qualifications to be determined by supervisor.

SECTION 9.2 -- All operation and maintenance employees shall observe all clearance and safety rules established and made known to them by Reclamation.

SECTION 9.3 -- Employees shall not be required to attend on their own time meetings called by the supervisory personnel for the purpose of discussing official activities of Reclamation. If the employee is required to attend such meetings, the time so spent shall be considered as time worked. The employee will be compensated at one-and-a-half times his/her basic rate of pay for all travel time outside of normal tour of duty, up to the predetermined amount as determined by the supervisor; no penalty pay provisions contained in this contract will be applicable for such travel.\*

SECTION 9.4 -- Employees shall not work on or near energized lines or equipment rated 600 volts or higher, unless assisted by another appropriately qualified worker. Please refer to the RSHS for appropriate approach distances. **(Amended 2015)**

SECTION 9.5 -- Reclamation shall furnish such protective equipment necessary for the safe accomplishment of all work. Employees may elect to furnish their own equipment. No protective equipment shall be used unless first approved by the supervisor. Reclamation shall furnish all tools and safety equipment for the accomplishment of all work.

SECTION 9.6 -- Each office may maintain a supply of appropriate coveralls for use by employees who are incidentally assigned tasks which are particularly abrasive or dirty.

Insulated outerwear may be provided on a case-by-case basis to employees that are exposed to severe weather on a frequent and continual basis.

The numbers, types, issuance, maintenance, disposition, and use of such coveralls/outerwear will be determined by appropriate area or facility management authority. **(Amended 2015)**

SECTION 9.7 \*\*\*\* (Amended and deleted 2010)

## **SECTION 10--WORKING RULES, OPERATORS**

SECTION 10.1 -- Operating personnel performing operating duties shall perform board operations in accordance with Standard Operating Procedures.

SECTION 10.2 -- When transferred to a new assignment, an operation and maintenance employee will be permitted a reasonable training period under a qualified employee at the discretion of the supervisor before being required to perform the duties alone.

SECTION 10.3 -- Operators shall log any information concerning electrical and mechanical changes or plant work or other unusual conditions within the plant. Also, the operator should be kept advised of the area in which other plant personnel are working and their shift schedules.

SECTION 10.4 -- The Region will endeavor to establish work schedules for Shift Workers that are satisfactory to the majority of the employees concerned. However, the Region reserves the right to establish such schedules as may be required to job conditions.

SECTION 10.5 -- Operating personnel, while assigned to maintenance work, may assist in the installation, repair, or removal of electrical or mechanical equipment directly connected with the operation of a powerplant, pumping plants, switchyard, dam, or appurtenant works, under supervision of qualified personnel.

## **SECTION 11--WORKING RULES, ELECTRICIAN AND MECHANICS**

SECTION 11.1 -- Electricians shall normally do all major electrical maintenance and repair work associated with powerplants, pumping plants, switchyards, and other electrical facilities. During periods of manual control, plants operated from the Control Center may be started, run, or stopped by local plant electricians.

SECTION 11.2 -- Plant mechanics shall normally do all major mechanical maintenance and repair work in powerplants, pumping plants, dams, and related hydroelectric facilities. During periods of manual control, plants operated from the Control Center may be started, run, or stopped by local plant mechanics.

SECTION 11.3 -- Work on or near high voltage circuits shall be done by qualified personnel. Please refer to the RSHS for appropriate approach distances. **(Amended 2015)**

SECTION 11.4 -- All electrical work done in switchyards shall be performed by or under the supervision of qualified personnel.

SECTION 11.5 -- Hot line work shall not be performed without a properly authorized hot line order.

SECTION 11.6 -- Work on de-energized high voltage circuits or equipment shall not be done until proper clearances are obtained and the equipment properly grounded.

## **SECTION 12--PAYROLL DEDUCTIONS FOR UNION DUES**

SECTION 12.1 -- In accordance with regulations of the Office of Personnel Management and the Department of the Interior, the Region agrees to deduct Union dues from an employee's wages upon receipt by the payroll office of the employee's authorization. Such authorization will be submitted in duplicate by a designated Union official to the servicing Personnel Office of the Region. The servicing Personnel Office will acknowledge receipt and transmit the authorization to the payroll office. The original will be retained by the payroll office, and the duplicate will be returned to the Union indicating the date the deductions will become effective. The total amount of these deductions will be remitted to Local 1759, after each biweekly pay period, accompanied by a listing of employees' names and amount withheld.

SECTION 12.2 -- The authorization will be on the forms prescribed by the Office of Personnel Management. The Union agrees to purchase prescribed forms from the Government Printing Office, to solicit the authorizations to certify the amount of dues to be deducted, and to inform and educate its members on the allotment program and the voluntary use of allotment forms.

SECTION 12.3 -- Deductions of membership dues shall be made in a flat sum from each biweekly paycheck, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Region to collect dues shall not extend beyond the biweekly pay period in which the employee's last day of work occurs.

SECTION 12.4 -- Authorizations will remain in effect for one (1) year or until the employee is terminated from the Federal Service, reassigned to a position not covered by the Union agreement, or ceases to be a Union member in good standing. Written revocation by an employee may be made by March 1 of any calendar year. The authorization will be discontinued at the beginning of the first pay period after March 1 so long as such revocation is received by the servicing Personnel Office no later than the close of business on March 1. Reclamation agrees to promptly notify the Union of any revocation of an allotment by an employee. The Union agrees to promptly notify the Region when an employee ceases to be a member in good standing.

## **SECTION 13--OFFICE SPACE**

SECTION 13.1 -- Reclamation will provide office space to the extent possible within the Project that the President and Business Manager are employed. The size of the office will be large enough for a desk, file cabinet, bookcase, and bulletin board.

## **SECTION 14--ALTERNATIVE WORK SCHEDULES**

SECTION 14.1 -- The Region and the Union both support the use of alternative work schedules as human resource initiatives designed to benefit the employee in consideration of management, organizational, and operational requirements. It is essential that any alternative work schedules adopted do not interfere with work operations and that adequate work coverage be provided at appropriate times. The types of alternative work schedules covered by this section are limited to compressed work schedules.

SECTION 14.2 -- Definition: A compressed work schedule is a fixed work schedule consisting of forty (40) hours of work in a week or eighty (80) hours in a biweekly pay period with fewer than five (5) or ten (10) workdays respectively.

SECTION 14.3 -- Compressed work schedules may be established for any bargaining unit entities subject to the following provisions:

- Mutual agreement is reached among affected employee(s), appropriate management officials, and the Union.
- The compressed work schedule must not cause any adverse impact upon employee safety.
- Provisions of Supplementary Labor Agreements No. 1 and 2 that pertain to hours of work, premium pay, and penalty pay situations will be considered modified to conform to the specific compressed work schedule.
- A minimum of thirty (30) minutes will be allocated for required meal breaks.
- If alternative work schedules interfere with work operations, work coverage, or create an unsafe environment, Management or Union has the right to adjust or discontinue the alternative work schedule with a one-year notice.
- Changes in schedule for two (2) weeks or more will be made for purposes of emergency or public exigency. The Union and Management will agree to make schedule changes of more than two (2) weeks to meet management, organizational, and operational requirements.
- If an employee is assigned to attend training, the work schedule will be adjusted if possible to avoid overtime payment for training. The scheduled hours of work while in training will not be more than forty (40) hours per week.

SECTION 14.4 -- Any "trigger" times (such as for penalty pay) shall be delayed by the amount of hours appropriate for particular compressed work schedule being worked.

SECTION 14.5 -- Leave: time off during an employee's basic work week must be charged to the appropriate leave category. Employees assigned to the alternative work schedule will be charged leave for all regularly scheduled, non-overtime hours not worked.

SECTION 14.6 -- Holiday pay will be paid for all regularly scheduled, non-overtime hours not worked for a day so designated in accordance with the provisions in Section 5 of this Supplement. When an employee's work schedule provides for three (3) consecutive non-workdays, "in lieu of" holidays will be designated as follows:

- When the holiday falls on the employee's first or second non-workday, the preceding workday shall be designated as the "in lieu of" holiday.
- When the holiday falls on the third non-workday, the next workday shall be designated as the "in lieu of" holiday.

*\* Amendment No. 1-5, deleted 08/13/2004*

*\*\* Amendment No. 1-6, deleted 08/26/2005*

*\*\*\* Amendment No. 1-7, deleted 10/04/2007*

*\*\*\*\* Amendment No. 1-8, deleted 7/18/2009*

*\*\*\*\*\* Amendment No. 1-7-2010, deleted 7/16/2010*

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9/7/16

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Date



## **SUPPLEMENTARY LABOR AGREEMENT NO. 2**

**Between the  
BUREAU OF RECLAMATION  
(Great Plains Region)  
UNITED STATES  
DEPARTMENT OF THE INTERIOR**

**and the**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL UNION NO. 1759**

**(EASTERN COLORADO AREA OFFICE & WYOMING AREA OFFICE)**

### **2018-2020 WAGE AGREEMENT**

Pursuant to the Basic Labor Agreement between the United States Department of the Interior, Bureau of Reclamation, Great Plains Region, and the International Brotherhood of Electrical Workers, Local Union 1759, the negotiating committees provided for in Article V have met and discussed the application of new wage rates and premium pay practices for employees employed in the Wyoming Area Office and the Eastern Colorado Area Office.

#### **SECTION 1--BASIC HOURLY RATES**

SECTION 1.1--The method of setting wages and pay practices shall be negotiated consistent with prevailing rates and pay practices within the geographic area of operation and within limitations as imposed by law.

For the purpose of establishing a basis for the conduct of negotiations, the joint fact finding committee as provided in Article V, Section 5.2, of the basic agreement shall endeavor to agree on principal companies to be included in the survey base and on the occupational comparisons to be utilized for each of the crafts represented under the Agreement. In the event that agreement cannot be achieved, all issues shall be brought to the negotiating table for resolution.

SECTION 1.2 - Management and the Union agree to exchange proposed wage survey companies, to include PacifiCorp LU 127, Xcel Energy LU 111, Basic Electric LU 612, and Tri-State LU 111, two additional companies may be provided by the Union and two additional companies may be provided by Management, by 5:00 p.m. February 1, 2020, in order to agree upon principal companies and determine agreeable job matches for the negotiations. Management and the Union agree to exchange survey data, position descriptions, wage data, and pay practices 90 calendar days in advance of scheduled negotiations when an attempt is made to change historical position matches, unless mutually agreeable.

Management and the Union agree to use PacifiCorp LU127, Xcel Energy LU 111, Basin Electric LU 612, and Tri-State LU 111 as a basis for the 2020 contract year until additional companies can be surveyed and job matches can be agreed upon.

Further, Management and the Union agree to return to matching individual positions among the agreed upon principle companies as a factor in determining wages.

In addition, Management and the Union recognize and agree that among the principle companies, certain positions may be reviewed by Management and the Union, which may present a need to establish new matches during annual negotiations.

The specific methodology for establishing wages and other pay practices shall remain flexible to allow maximum latitude in achieving the prevailing principles outlined above, but it shall be the objective to maintain the Power Plant Electrician, Power Plant Mechanic, and Power Plant Operator at the same journeyman level rate, unless mutually agreeable.

The wage rate for the journeyman crafts (Plant Mechanic, Electrician, and Power Plant Operator) shall be determined by totaling the rates for all craft matches, averaging those principle company crafts, and then averaging those position crafts results to determine a composite wage rate, unless an alternate method is mutually agreeable.

The provisions of this Section of Supplementary Agreement No.2 are in no way meant to diminish the requirement and adherence to all applicable Statutes, Laws, rules or regulations regarding 9(b)/704(b) authority to negotiate wages.

Foreman wages shall be based on a percentage as designated in the current wage schedule of the wage rate for the highest craft supervised, or of the employee's own current wage rate, whichever is greater. Any employees in saved rate categories shall be granted one-half (1/2) the monetary increase granted other employees of that craft until parity is reached.

SECTION 1.3 - The anniversary date of this agreement will normally be July 15<sup>th</sup> of each year. Except as provided for in the Basic Agreement, new annual wage rates will be effective the first pay period after July 15<sup>th</sup>, each year and remain in effect until changed, modified, or terminated.

SECTION 1.4 - The wage adjustments finally agreed to will be applied to all employees covered by this agreement as of the effective date of those adjustments.

## **SECTION 2 - PREMIUM PAY**

SECTION 2.1 – Deleted 4/21/95

SECTION 2.2- Employees shall receive a hazard pay differential of 10 percent of the basic hourly rate when officially assigned to participate as a member of a firefighting crew.

SECTION 2.3 - Special Premium

(a) Employees shall be compensated for all work outside of the regular tour of duty or scheduled work shift at the rate of one and one-half (1.5) times the basic rate of pay.

(b) Employees required to work in excess of 12 continuous hours shall be compensated at the rate of two (2) times the basic rate of pay for all hours worked in excess of 12 hours. This trigger time for employees on compressed work schedules shall be 14 hours.

(c) Employees required to work on a scheduled day off which is a calendar Sunday or the

day off designated in lieu of Sunday shall be compensated at the rate of two (2) times the basic rate of pay.

(d) Employees who are directed to work on a holiday designated by Federal Statute or Executive Order shall be paid at the rate of two (2) times the basic rate of pay in addition to their regular pay for the holiday.

(e) Day workers changed to scheduled workers shall receive an additional \$1.25 per hour for scheduled work starting between the hours of 5:30 p.m. and 5:00 a.m. Shift differential shall be paid for the entire shift. Shift differential is defined by the beginning of the shift. For a scheduled worker, pre-notification of overtime (as defined in Supplement 1, Section 3.2) constitutes scheduled overtime for shift differential purposes. Shift differential pay shall be paid only for hours worked and will not be included in the premium portion of overtime pay except for scheduled overtime worked by scheduled workers. **(Amended 2016)**

(f) Basic rates for Powerplant Operators and/or Control Center Operators include consideration of night work and shall be applied without regard to time of day that service is rendered.

SECTION 2.4--Penalty pay provisions as outlined in this agreement shall be compensated at the applicable overtime rate.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION - Great Plains Region

**Supplementary Labor Agreement No. 2**

**2018 & 2019 WAGE SCHEDULE - Eastern Colorado Area Office & Wyoming Area Office**

This amended schedule listing labor classifications and hourly wage rates adjusted in accordance with the provisions of Supplementary Labor Agreement No. 2, and approved by the Regional Director and the Department of the Interior is hereby made an official part thereof and effected the first full pay period after July 15, 2018.

<u>LABOR CLASSIFICATION</u>	<u>Code</u>		Hourly Rates	
			Effective July 22, 2018	Hourly Rates July 21, 2019
<b>Electrician</b>	<b>BB-2810-00</b>		<b>\$44.72</b>	<b>\$45.96</b>
<b>Plant Mechanic</b>	<b>BB-5352-00</b>		<b>\$44.72</b>	<b>\$45.96</b>
Apprentice Electrician/Plant Mechanic	BB-2810-00/5352-00			
1st 6 months		76%	\$33.99	\$34.93
2nd 6 months		79%	\$35.33	\$36.31
3rd 6 months		82%	\$36.67	\$37.69
4th 6 months		85%	\$38.01	\$39.06
5th 6 months		88%	\$39.35	\$40.44
6th 6 months		91%	\$40.70	\$41.82
7th 6 months		94%	\$42.04	\$43.20
8th 6 months		97%	\$43.38	\$44.58
<b>Powerplant Operator</b> <i>(includes \$1.25 shift differential)</i>	<b>BB-5407-00</b>		<b>\$45.97</b>	<b>\$47.21</b>
Apprentice Powerplant Operator	BB-5407-00			
1st 6 months		70%	\$32.18	\$33.05
2nd 6 months		75%	\$34.48	\$35.41
3rd 6 months		80%	\$36.78	\$37.77
4th 6 months		85%	\$39.07	\$40.13
5th 6 months		90%	\$41.37	\$42.49
6th 6 months		95%	\$43.67	\$44.85
<b>Control Center Operator</b> <i>(includes \$1.25 shift differential)</i>	<b>BB-5407-00</b>	105%	Journeyman Rate	<b>\$48.21</b>
Apprentice Control Center Opr.	BB-5407-00			
1st 6 months		76%	\$36.64	\$37.63
2nd 6 months		79%	\$38.08	\$39.11
3rd 6 months		82%	\$39.53	\$40.60
4th 6 months		85%	\$40.98	\$42.08
5th 6 months		88%	\$42.42	\$43.57
6th 6 months		91%	\$43.87	\$45.05
7th 6 months		94%	\$45.31	\$46.54
8th 6 months		97%	\$46.76	\$48.02
<b>Mechanic, Comm. &amp; Instrumentation</b>	<b>BB-3359-00</b>		<b>\$47.22</b>	<b>\$48.52</b>
Apprentice Mechanic, Comm. & Instr.	BB-3359-00			
1st 6 months		50%	\$23.61	\$24.26
2nd 6 months		55%	\$25.97	\$26.69
3rd 6 months		60%	\$28.33	\$29.11
4th 6 months		65%	\$30.69	\$31.54
5th 6 months		70%	\$33.05	\$33.96
6th 6 months		75%	\$35.42	\$36.39
7th 6 months		80%	\$37.78	\$38.82
8th 6 months		85%	\$40.14	\$41.24
9th 6 months		90%	\$42.50	\$43.67
10th 6 months		95%	\$44.86	\$46.09

<b>LABOR CLASSIFICATION</b>	<b>Code</b>		<b>Effective</b>	<b>July 22, 2018</b>	<b>July 21, 2019</b>
Operator General	BB-5716-00	90.00%	Journeyman Rate	\$40.25	\$41.36
Industrial Water Trtmt Opr	BB-5409-00	95.00%	Journeyman Rate	\$42.49	\$43.66
Hydro Repairperson	BB-4742-00	82.50%	Journeyman Rate	\$36.89	\$37.92
Building Repairman	BB-4749-00	97.00%	Hydro Repairperson Rate	\$35.79	\$36.78
Maintenance Repairperson	BB-4749-00	78.00%	Journeyman Rate	\$34.88	\$35.85
Warehouseman	BB-6907-00	62.00%	Journeyman Rate	\$27.73	\$28.50
Warehouse Helper	BB-6907-00	57.00%	Journeyman Rate	\$25.49	\$26.20
Laborer	BB-3502-00	64.50%	Hydro Repairperson Rate	\$23.80	\$24.46
Groundskeeper	BB-3502-00	38.85%	Hydro Repairperson Rate	\$14.33	\$14.73

**Shift Rate - (Excludes Control Center and Powerplant Operators) \$1.25**

Foreman I, BL-\*\*\*\*, Differential: 106% of highest craft supervised or of employee's craft rate, whichever is greater.

Acting Facility Leader, BL-\*\*\*\*, Differential: 109% of highest craft supervised or of employee's craft rate, whichever is greater, not-to-exceed supervisor's current rate of pay.