

**AGREEMENT**

**Between**

**WESTERN AREA POWER ADMINISTRATION**

**And the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**Government Coordinating Council No. 1**

**October 1, 2012 – September 30, 2017**

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## **BASIC EMPLOYEE MANAGEMENT AGREEMENT**

### **PREAMBLE**

Pursuant to provisions of the Federal Service Labor-Management Relations Statute and to Section 704 of Public Law 95-454, this Basic Employee Management Agreement, and such supplementary employee management agreements as may be agreed upon from time to time, together constitute a collective bargaining agreement between the United States Department of Energy, Western Area Power Administration, hereinafter called the Employer, and the International Brotherhood of Electrical Workers, Government Coordinating Council No. 1 (GCC-1) consisting of Local Unions 640, 1759, 1959, 2159 and 1245 hereinafter called the Union, which has been recognized as the exclusive representative of employees of Western within the unit defined in Article 1, Section 1.1.

As used herein, the term "agreement" refers to the entire collective bargaining agreement of which this Basic Employee Management Agreement is part.

### **ARTICLE 1**

#### **PRINCIPLES, POLICIES AND PURPOSES**

##### **Section 1.1**

This agreement is applicable to employees in the unit certified in Federal Labor Relations Authority Case No. 61-4217 R.A. (3 FLRA 12), as subsequently amended by the FLRA pursuant to 38 FLRA No. 78, which designates I.B.E.W. Local Unions 640, 1759, 1959, 2159, and 1245 as the exclusive representative of the employees described as follows: "All Wage Board (W.B.) employees of the Department of Energy, Western Area Power Administration, including employees classified as Foreman I, II, and III, excluding management officials, confidential employees, employees engaged in Federal Personnel work in other than a purely clerical capacity and supervisors as defined in the Statute.

##### **Section 1.2**

The Employer and the Union recognize that they have a common and sympathetic interest in the construction, operation and maintenance of Federal power projects in the area and in their development, and that the promotion of their common interest will be furthered and extended by the establishment of good faith labor-management cooperation between the Employer and the Union.

Matters appropriate for negotiations and consultation between the parties are working conditions, wages, and personnel policies, practices, and matters related to working conditions.

This agreement does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not specifically covered by this Agreement which affect Unit employees.

##### **Section 1.3**

Therefore, the Employer and the Union hereby agree to establish collective bargaining processes and procedures for the following purposes:

- a. To provide for fair and reasonable rates of pay, hours, and working conditions for the Bargaining Unit Employees of the Employer.
- b. To insure the making of appointments and promotions on a merit basis. When determining merit,

consideration shall be given to Experience, Knowledge, Skills and Abilities.

- c. To promote stability of employment.
- d. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized career objectives.
- e. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Employer.
- f. To adjust promptly all disputes arising between them, whether related to matters covered by this agreement or otherwise.
- g. To promote systematic labor-management cooperation between the Employer and its employees.
- h. To recognize the rights of veterans under OPM regulations.

#### Section 1.4

In the interest of harmony between the Employer and the Union and conformity with public law, the Employer and the Union further agree that, pending the determination or adjustment of any issue arising between them by means of collective bargaining and procedures herein provided, there will be no change in any written understandings applicable to such issue except as provided in Article 1, Section 1.5, 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 thereby, acquire or can acquire any rights collectively to cease work, or otherwise interfere by concerted action in any way at any time with the accomplishment of the public purposes which are served by the Employer.

#### Section 1.5

In the event that any public law, or regulation made necessary by a change of public law, binding on the Employer is hereafter enacted and is inconsistent with any of the provisions of this agreement, or of any recorded understanding hereunder, the Employer shall promptly notify the Union, and the Union and the Employer shall promptly issue a joint statement interpreting the effect of such change upon this agreement or recorded understanding. Within 30 days thereafter, if either deems its interests are materially affected, such party may request negotiation of an appropriate modification of the agreement or recorded understanding.

#### Section 1.6

Every Supplementary Agreement entered into by the Union and the Employer pursuant to the provisions of this Basic Agreement, shall be deemed to be a supplement to this Agreement and subject to the provisions of this Agreement.

## ARTICLE 2

### PRODUCTIVITY

#### Section 2.1

The Union and the Employer acknowledge their common interest in the continuing obligation to improve the efficiency of operations in accordance with the express directives of the President, the Congress, the Office of Personnel Management, and the Department of Energy, provided such directives are not in conflict with Section 704 of Public Law 95-454. The Union recognizes, further, that to fulfill this obligation the Employer must effectively evaluate machine and manpower productivity, utilization, and proficiency, and determine the methods, means and personnel by which the operations will be conducted.

The Union and the Employer recognize that increased productivity and efficiency depends upon the continuous development and implementation of modern and progressive work practices.

The Union and the Employer will encourage employees to find better and more efficient methods of performance and to cooperate with the Employer in the conservation of manpower, materials, and supplies; the elimination of wasteful practices; the improvement of the quality and quantity of product and/or service; and in the prevention of waste, fraud, abuse, mismanagement and misuse of government property and equipment.

### **ARTICLE 3**

#### **RIGHTS AND OBLIGATIONS OF EMPLOYEES**

##### Section 3.1

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each employee shall be protected in the exercise of this right. The right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of the views of the labor organization, to heads of agencies, and other officials of the Executive Branch, the U.S. Congress, or other appropriate authorities and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Nothing in this agreement requires an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

## ARTICLE 4

### MANAGEMENT RIGHTS

#### Section 4.1

Nothing in this agreement shall infringe upon or diminish the rights and authorities of the Employer as listed below, nor shall this article infringe upon or modify the Union's rights under Section 9(b) of PL 92-392 and Section 704 of PL 95-454 and Executive Order 12871.

- "(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--
- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  - (2) in accordance with applicable laws--
    - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - (C) with respect to filling positions, to make selections for appointments from--
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and
    - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating--
- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
  - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

## ARTICLE 5

### UNION REPRESENTATION

#### Section 5.1

The Employer will recognize stewards for each of the five Local Unions and one Union appointed/elected employee representative or one alternate to deal with the Employer. The Union will provide the Employer a current list of Shop Stewards and representatives upon request.

The names of Shop Stewards designated by the Union shall be posted on appropriate bulletin boards. The Shop Stewards are authorized by the Union to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union. There shall be no discrimination against a Shop Steward because of the performance of such duties. Bulletin boards shall be made available to the Union for posting of official Union bulletins.

The Union may name an alternate steward who will be authorized by the Union when the designated steward is not available.

#### Section 5.2

Stewards shall be allowed a reasonable amount of official time to meet with employees and management officials to act in their capacity of representing the employees. A reasonable amount of official time shall be allowed for preparation and presentation of employee grievances. Union representatives shall be afforded access to and use of existing facilities for the Western e-mail system. The system shall not be used for internal union business. Those activities concerned with the Union's internal management such as membership meetings, solicitation of membership, distribution of literature, campaigning by employee organization officers and conduct of elections for employee organization officers will be conducted on the employee's own time. Stewards using official time for representational activities shall if possible, before use of such time, request approval from their manager or management designee, citing briefly the reasons. Such requests will normally be granted. Normally, the Employer shall not pay travel expenses or per diem allowances except when authorized and approved in advance.

#### Section 5.3

Official time for representational purposes must be logged in the same manner as annual leave. The amount of official time granted should be reasonable and should not adversely affect the mission or operations. For purposes of this Article, overtime will not be paid for official time requested by the Union.

#### Section 5.4

The Local Union shall be given the opportunity to be represented at formal discussions between management and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.



## ARTICLE 6

### COOPERATION

#### Section 6.1

Local Employer-Shop Steward meetings shall be held no more than quarterly and no less than annually, unless agreed to by both parties. The purpose of these meetings shall be to promote harmony and improve communications between hourly employees and management within an administrative subdivision of the Region. The meeting agenda shall be determined and exchanged prior to each meeting. The agenda shall remain open and there shall be no restrictions on the subject matter. The meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. Attendance shall consist of Local Shop Stewards and such Employer personnel as the head of the division or office shall determine.

Observers may attend committee meetings if mutually agreed. The meetings shall be summarized in minutes, copies of which will be provided to GCC-1 and Western Labor Relations Officer. Shop Stewards who are Western employees will attend in a duty status with travel and per diem expenses when authorized, to be paid by the Employer.

#### Section 6.2

Authorized Union Representatives shall be permitted to visit worksites during working hours, provided that in security or hazardous areas they will be accompanied by a designated Western official. The Union Representatives shall confine their activities during such visits to matters relating to this agreement. Representatives will notify the facility manager of the worksite visit and upon arrival will first make their presence known to management. Employee union representatives will request prior approval to leave their duty sites from their manager or management designee whenever they desire to visit other worksites.

#### Section 6.3

One copy of this agreement shall be given to each bargaining unit employee, and to each new employee upon reporting for duty. Additional or replacement copies must be provided by the Union. The Union shall be responsible for printing copies of this agreement with the cost being shared equally by the Employer and the Union.

#### Section 6.4

The local Union may request the use of a room for meetings after duty hours. Requests will be made with as much advance notice as possible. The request will include the time and date of the meeting and the approximate number of persons who would use the space. The Employer will normally approve such requests subject to safety and security requirements, and the priority needs of the agency. When such requests are granted the Union is responsible for assuring that the room, when vacated, is left in a clean and orderly condition.

#### Section 6.5

The normal practice under this agreement will be to consider and resolve matters of concern at the lowest level of each organization where there is authority for decision. Matters may not be considered at higher levels until reasonable efforts have been made to reach a satisfactory solution at the lowest level where there is authority to resolve the issue. Therefore, all issues will be initially discussed at the local level.

Referral of matters of concern to higher levels will be done in accordance with the provisions of this agreement.

## ARTICLE 7

### EMPLOYMENT POLICIES

#### Section 7.1

The Employer will select all employees for promotion in accordance with the provisions of the Western Merit Promotion Plan and Section 1.3.b of the Basic Agreement. The Union will assist the Employer by directing qualified persons seeking employment with the Employer to the sources through which employees are obtained without regard to race, color, religion, sex, national origin, political affiliation, or other non-merit grounds. Employees or persons seeking employment will not be required to join or refrain from joining the Union as a condition of employment, promotion, demotion, transfer, retention or termination of service.

All bargaining unit job vacancy notices will be advertised on a Region-wide basis, unless an adequate number of candidates are available locally.

#### Section 7.2

There shall be no discrimination by the parties to this agreement against any employee because of membership or non-membership in the Union. The Union agrees to accept employees as members upon the same basis and terms as other applicants.

#### Section 7.3

Eligible employees will be accorded the opportunity of purchasing Federal Employees Group Life Insurance and participating in the Federal Employees' Health Benefits Program in accordance with OPM regulations. Employees will be granted retirement and survivorship benefits in accordance with applicable regulations. Disability compensation for personal injuries or illnesses incurred while in performance of job assignments shall be adjudicated by the Department of Labor, Office of Workers Compensation, under the Federal Employees' Compensation Act.

#### Section 7.4

An appropriate system of apprenticeship training shall be maintained by the Employer and the Union. The minimum standards for any apprenticeship program shall conform to the standards of and shall be registered with the Bureau of Apprenticeship and Training of the Department of Labor and other agencies as appropriate. A joint committee shall administer the International Brotherhood of Electrical Workers--Western Area Power Administration Apprentice Plan, and appropriate standards.

(SLA-1, Article 6)

#### Section 7.5

Each employee will be given a performance standard which describes performance levels expected of the position. Performance appraisals will be based on the performance standard and in accordance with applicable regulations. The Employer will discuss with each employee their overall performance at least annually. Employees who receive an unacceptable performance rating may be terminated in accordance with applicable regulations.

#### Section 7.6

Each employee is entitled to a complete and accurate position description which describes major duties and responsibilities, assigned by the Employer.

#### Section 7.7

Details to higher paid positions will be made in accordance with agency regulations. Any required documentation of such details will be maintained in the servicing personnel office.

#### Section 7.8

Employees shall have a designated pay day and the Employer will make every effort to assure that employees are paid on that day.

#### Section 7.9

Nothing in this agreement shall prohibit the Employer from making determinations with respect to contracting out. The Employer agrees, however, to give due consideration to prevailing wage rates and rates paid to Western employees for performing the work to be contracted when making any determinations concerning contracting out.

#### Section 7.10

If the Employer determines to contract out any part of its functions and there is a reasonable probability of substantial and material adverse impact upon bargaining unit employees, the Chairman, GCC-1, will receive notice of the final decision to contract out as far in advance of the projected implementation as practicable.

Bargaining proposals must be received within thirty (30) days after such notice. Thereafter, the Employer and the Union shall negotiate concerning the procedures which management officials will observe in exercising the nonnegotiable authority to contract out and concerning appropriate arrangements for employees adversely affected by management's exercise of its authority. Such negotiations concerning implementation methodology and/or mitigation of adverse impact may continue after implementation. Implementation will occur as scheduled and as stated in the initial notification within the sole discretion of management.

#### Section 7.11

The inability of an employee to hold a Commercial Drivers License, for reasons not related to misconduct (e.g., due to illness, injury, etc . . .), may not necessarily jeopardize continued employment. The manager will contact their servicing Human Resources office to determine whether a fitness for duty examination and/or reasonable accommodation is appropriate.

## ARTICLE 8

### LEAVE

#### Section 8.1

Leave will be administered in accordance with appropriate regulations of the Employer, the Department of Energy and the Office of Personnel Management.

#### Section 8.2

Vacation schedules will be determined by the Employer after due consideration of employee preferences. To allow orderly planning by supervisors and individual employees, it is agreed that employees will submit their annual leave (vacation) requests to their leave approving official (The leave approving official is defined as the official delegated the authority to approve leave) by March 31 of each year. Once annual leave has been scheduled, it normally will not be altered, except where it can be shown that the mission of the work unit will be seriously disrupted or impaired. If such a situation should arise, the final decision to alter scheduled annual leave will be made by the leave approving official.

#### Section 8.3

Annual leave shall be applied for and approved in advance. If an employee is unable to make his/her request prior to an unexpected period of leave due to an emergency, he/she shall notify his/her leave approving official as early as possible. Absence from duty without authorization (AWOL) will be considered as non-pay status for the entire period during which the employee is absent.

#### Section 8.4

Unscheduled annual leave requests need not be approved if the request impairs the mission of the unit or if it results in overtime pay for a replacement. An exception will be granted if the unscheduled annual leave request is emergency in nature, such as serious illness or a death in the family.

#### Section 8.5

An employee who becomes ill or otherwise incapacitated should attempt to notify his/her leave approving official not later than the starting time of his/her work schedule.

#### Section 8.6

Sick leave for prearranged medical, dental, or optical examination or treatment should be applied for and approved in advance to allow the leave approving official sufficient time to make alternate arrangements for accomplishing the unit's workload. To the extent possible, employees should schedule routine examinations outside of regular working hours.

#### Section 8.7

The leave approving official will grant sick leave to an employee who is ill or otherwise incapacitated except when there is reason to believe the employee may be abusing sick leave. A medical certificate or other evidence of incapacity for duty acceptable to the leave approving official may be required to substantiate any request for approval of sick leave. The employee's signed statement explaining the nature of his/her illness may be acceptable in lieu of a medical certificate due to a shortage of physicians or remoteness of locality or because the illness does not require the services of a physician. For extended periods of sick leave (3 days or more), a medical release to return to duty may be required.

### Section 8.8

An employee suspected of continuing abuse of sick leave will be counseled concerning the use of sick leave. If abuse continues, the employee will be notified in writing of a requirement to provide a medical certificate for each request for approval of sick leave. This requirement will be reviewed at six (6) month intervals and will be canceled if warranted.

### Section 8.9

Leave without pay (LWOP) will be administered in accordance with appropriate regulations.

### Section 8.10

Administrative leave with pay may be granted to employees who are members of volunteer public safety organizations who are needed to perform emergency service during duty hours. Such leave shall be limited to 24 hours per year and is subject to advance managerial approval. It is recognized that the needs of the Agency are paramount to such voluntary activities.

### Section 8.11

The Employer and the Union recognize that employees should be encouraged to vote. In those instances where an employee's shift or actual job assignment on voting day would preclude the employee from voting during the hours the polls are open, excused absences in an amount necessary to allow the employee to vote may be granted, not to exceed three (3) hours.

Employees have the responsibility to secure absentee ballots during off-duty hours when they have advance knowledge that they will be absent from their voting precinct on leave or temporary duty at remote location(s) on election day. Employees regularly in travel status should obtain absentee ballots at least 2 weeks prior to election day.

## **ARTICLE 9**

### **EMPLOYMENT WITH UNION**

#### Section 9.1

Any employee elected or appointed to office in the Union which requires a part or all of the employee's time shall be given leave or leave without pay (not to exceed 1 year) upon application. He/she shall not lose status established at the time of the leave of absence and may accrue status subject to applicable Office of Personnel Management regulations.

## **ARTICLE 10**

### **WESTERN REGULATIONS**

#### Section 10.1

In recognition of our continuing mutual obligations under the Statute and the provisions of this agreement, the parties stipulate the following:

- a. A draft copy of proposed Western regulations and proposed changes to Western regulations affecting working conditions will be provided to the GCC-1 Chairman and Delegates for review.
- b. Any comments or objections from the Union will be provided by the GCC-1 Chairman within 15 calendar days, from date of electronic receipt and will be given high priority in finalizing the regulations.

## ARTICLE 11

### EMPLOYEE ASSISTANCE PROGRAM

#### Section 11.1

The Employer will provide a referral assistance program for employees having various personal problems such as alcohol or drug abuse, marital difficulties, indebtedness, psychological problems, or other personal problems that affect work performance.

#### Section 11.2

The parties recognize that some personal employee problems, such as alcoholism or drug abuse, sometimes require firm action on the part of those counseling the employee in order to induce enrollment in a treatment program. In these cases, the Union will assist management in attempting to convince an employee to enroll in a treatment program.

#### Section 11.3--Drug Testing

1. Drug test collection and testing shall be accomplished in accordance with Department of Energy (DOE) regulations including the following split sample procedure:

- a. A urine sample shall be taken at collection sites by collection personnel.
- b. In accordance with DOE and other applicable regulations, chain of custody procedures shall be followed and the sample shall be sent to the agency designated, Health and Human Services (HHS) certified, laboratory.
- c. At the laboratory, the sample shall be received and accounted for through proper chain of custody procedures, and screened for volume and appearance. At this time, a portion of the sample shall be split off and sent to an initial screening test. (The remainder of the sample shall be held in temporary storage) If that test is negative, it shall be reported as negative.
- d. If the initial test of the sample is positive, an additional portion of the sample being held in temporary storage shall be split off and subjected to a confirmation test to be accomplished by Gas Chromatograph/Mass Spectrometry. If the result of that test is positive, it shall be reported as positive to the Medical Review Officer (MRO). The remainder of any sample confirmed positive shall be placed in refrigerated long term storage in accordance with applicable procedures.
- e. In accordance with DOE regulations, employees tested shall receive a written notification from Western after the test which contains:
  - (1) The result of the test
  - (2) If positive, information that the employee may request a retest of the remaining split sample at the same laboratory or at any other certified laboratory. If the test is to be conducted at another laboratory, and the retest procedures and results do not meet the conditions established in the Health and Human Services (HHS) Drug Testing Guidelines, the test results will be certified as not meeting the conditions for a determination on the use of illegal drugs.
  - (3) If positive, information that the employee has the opportunity to obtain rehabilitation through the agency Employee Assistance Program, or another acceptable rehabilitation program.



2. Following an initial positive urine test, an employee shall be offered rehabilitation. DOE may elect not to initiate disciplinary action against any employee who:

- a. voluntarily identifies (voluntary referral) himself or herself as a user of illegal drugs prior to being identified through other means;
- b. obtains counseling or rehabilitation through an EAP, and
- c. thereafter refrains from using illegal drugs.

3. DOE shall initiate disciplinary or adverse action, as appropriate, against any employee who:

- a. refuses to take a drug test.
- b. is found again to use illegal drugs.

4. The decision whether to discipline an employee will be made on a case by case basis depending on the facts and circumstances of each case. An absolute bar to discipline cannot be provided for certain positions because of their sensitivity. In determining whether to discipline, bona fide consideration will be given to factors in paragraph 2.

#### Section 11.4: Alcohol testing:

The alcohol testing program shall be accomplished in accordance with Western regulations (as required by DOT) as of the date of this contract.

#### Section 11.5: Joint Union-Management Policy Statement:

1. The Agency recognizes alcohol/drug abuse as a treatable illness.
2. Alcohol/drug abuse may be defined as an illness that impairs the employee's job performance as a direct consequence of the abuse of alcohol/drugs.
3. The employee having alcohol/drug problems will receive the same careful consideration and offer of assistance that is extended to employees having any other illness.
4. The confidential nature of the medical and counseling records of the employee with the alcohol/drug problem will be preserved in the same manner as all other medical records.
5. Sick leave, as available, will be granted for the purpose of treatment or rehabilitation as in any other illness.
6. The employee who suspects that he/she may have an alcohol/drug problem, even in the early stage, will be encouraged to voluntarily seek counseling and information. When such counseling is sought on an individual basis, it will be, at the outset, on an entirely confidential basis. If a person seeks aid from the Employee Assistance Program, as a result of this article, or if the subsequent visits indicate that a serious alcohol or drug abuse problem exists, information regarding the problem may be released by the Employee Assistance Program as limited by existing regulations.
7. The Union will support the Employee Assistance Program by publicizing the injurious effects of drug and alcohol abuse.

## ARTICLE 12

### REDUCTION IN FORCE

#### Section 12.1

Such events as changes in program, lack of funds, decrease in work, and/or reorganization, may require the Employer to make a reduction in force. This means the Employer may separate, furlough for more than 30 days, reassign, or demote employees. Standard reduction-in-force (RIF) procedures are provided by regulation.

#### Section 12.2

The Employer agrees to give the maximum amount of advance notice, consistent with sound management, of contemplated reductions-in-force. As soon as practicable after notice of reduction-in-force has been issued, reduction-in-force lists shall be prepared and shall be open for inspection to employees affected thereby and to representatives of the Union. All reductions-in-force will be made in accordance with the rules and regulations of the Office of Personnel Management.

#### Section 12.3

An employee covered by this Agreement who is demoted under RIF procedures, to a position for which the rate of basic compensation is less than that of the position from which demoted, is entitled to grade and/or pay retention.

Grade retention means the employee retains the grade of his/her position for pay purposes for up to two (2) years even though placed in a lower graded position. In order to receive grade retention because of RIF, an employee must meet all of the following requirements: be serving under a permanent appointment (not an appointment having a definite time limit) and have served for at least 52 consecutive weeks at a pay level or pay level higher than that of the position in which placed by RIF. Grade retention ends upon completion of the grade retention period (2 years) or when other situations such as placement at the same or higher level (from which demoted) occurs.

An employee whose grade retention ends may receive pay retention. An employee receiving pay retention is entitled to the employee's former rate of basic pay, however will receive only 50 percent of any general (negotiated) pay increases. Pay retention ends when the employee's scheduled rate of pay (negotiated rate) is equal to or more than the employee's retained pay or the employee has a break in service of 1 workday or more.

#### Section 12.4

The Employer agrees to give employees demoted in reductions-in-force first consideration when promotion opportunities occur.

## **ARTICLE 13**

### **UNFAIR LABOR PRACTICES**

#### Section 13.1

Thirty days before filing an unfair labor practice complaint with the Federal Labor Relations Authority, the Union or the Employer will serve the other party with the charge and evidence and attempt to resolve the matter informally. In those instances where an option exists as to the use of the unfair labor practice procedure, or the negotiability dispute procedure, the negotiability procedure (5 U.S.C. 7117 c) will first be used.

## **ARTICLE 14**

### **DISCIPLINARY AND ADVERSE ACTIONS**

#### Section 14.1

All disciplinary and adverse actions will be administered in accordance with applicable regulations. Disciplinary and adverse actions are taken against employees for such cause as will promote the efficiency of the service. When it is determined by the Employer that disciplinary or adverse action is warranted, the employee will be informed of the reasons which caused the action to be taken. Such actions will be initiated in a timely manner.

#### Section 14.2

The Employer will provide to the employee, in duplicate, written notification of any adverse action, including rights to appeal or grieve, as appropriate, and the right to Union representation. The employee may furnish a written copy to the Union.

#### Section 14.3

If requested by the employee, the Union shall be given the opportunity to be represented at a discussion between the employer and an employee regarding an adverse action or a disciplinary action. This section applies both in the case of a proposed action and a decision to effect such action.

#### Section 14.4

This article does not apply to the termination of an employee serving a probationary period or an employee in a competitive position under a temporary appointment.

#### Section 14.5

The Employer will provide each new employee with a copy of the U.S. Department of Energy Standards of Conduct. Employees are responsible for reviewing and being familiar with the contents of the Standards of Conduct.

**ARTICLE 15**  
**GRIEVANCES**

Section 15.1

The Employer and the Union recognize that early settlement of grievances and disputes is vital to the accomplishment and to the preservation of a sound labor-management relationship. The purpose of this Article is to establish a mutually satisfactory method for the settlement of employee grievances and protests by the parties concerning the interpretation and/or application of the Agreement or regulations, rules, policies, and laws affecting conditions of employment. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal and will be allowed a reasonable amount of time to prepare and present the grievance.

Section 15.2

A grievance is a complaint and request for relief:

- (a) By any employee concerning any matter relating to the employment of the employee which is within the authority and control of management.
- (b) By the Union concerning any matter relating to employment of the employee; or
- (c) By any employee, the Union or the Employer concerning:
  - (1) The application or interpretation or a claim of breach, of this agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, policy, or regulation affecting conditions of employment.

This procedure is the only procedure available to employees and the parties for the processing and disposition of grievances as described herein.

This procedure is not available to any employee outside of the Bargaining Unit.

Grievances under the terms of this article may be initiated by employees either singly or jointly, by the Union, by the Employer, or by the Union on behalf of Employees.

Examples of matters appropriate for consideration under this procedure are, but are not limited to:

- A. Pay administration.
- B. Working conditions.
- C. Relationships with managers and with other employees and officials.
- D. Implementation of personnel policies and labor-management agreements.
- E. Complaints of discrimination as defined in 5 U.S.C. 7702.
- F. Unsatisfactory performance ratings.
- G. Adverse actions, defined as follows:

1. Discharge (Non-probationary).
2. Suspensions of more than 14 days.
3. Demotions.
4. Involuntary reduction in pay.

H. Disciplinary actions that do not involve adverse actions.

Examples of matters excluded from consideration under this procedure are grievances concerning:

- a. Reduction-in-force.
- b. Prohibited political activities.
- c. Performance ratings other than unsatisfactory.
- d. A suspension or removal in the interest of national security.
- e. Compensation for injury appeals.
- f. Retirement, life insurance or health insurance.
- g. Termination of an employee during the probationary period.
- h. An examination, certification or appointment.
- i. The classification of any position.
- j. Non-adoption of a suggestion or disapproval of a performance award or discretionary award.

In responding to complaints concerning matters excluded from this grievance procedure, the Employer shall notify the employee involved of the specific rights of appeal, if any including the right to be represented in making an appeal.

Upon formal declaration by the Employer or the Union that a matter is not subject to the grievance or arbitration procedures of this agreement, the Employer or the Union may invoke arbitration within thirty (30) calendar days and the question of grievability or arbitrability will be presented as a threshold matter. Failure to meet this time limit will nullify the grievance.

### Section 15.3

Employees covered by this Agreement shall have the right to present their own grievances or to do so through a representative designated by the Union. If aggrieved employees do not choose to be represented by the Union, the Union shall be informed of these cases and given the opportunity to observe any formal hearings and present its views before decisions are reached. In these cases, the Union shall be informed of any informal grievance settlements in issues involving the interpretation or application of the Agreement. The Employer shall provide the Union with copies of grievances which have been reduced to writing and with copies of written decisions by the Employer upon request.

### Section 15.4

Protests placed by the Union shall comply with all provisions and procedures of this Article and shall not require the Employer to reconsider a grievance matter previously settled with an employee, except when the Union protests the settlement as constituting a violation of this agreement, other formal understanding or Federal law or regulation. In that case, the Union may direct its protest in writing to the official directly responsible for the settlement decision.

#### Section 15.5

It is agreed that employees will be encouraged to act promptly either directly or through their representatives in bringing to the attention of their immediate manager, through informal discussion, any act, condition or circumstance which is causing or has caused employee dissatisfaction and to thereby seek managerial explanation or action to remove the element of dissatisfaction before it serves as the basis for a formal grievance. It is also agreed that the Union, through its representatives, will use the same informal means of airing its differences with the Employer before invoking the formal procedure hereinafter described. The informal grievance procedure shall be initiated not later than 20 calendar days after the act or occurrence giving rise to the grievance or after the employee becomes aware of the act or occurrence, and shall be concluded within 30 days of the act or occurrence, unless mutually extended by the Union and the Employer.

For grievances filed by GCC-1 or Western, the formal grievance shall be submitted directly to the Chairman, GCC-1, or the Labor Relations Officer, as appropriate. If the issue is not resolved within 30 days, the grievance may be referred to Arbitration as provided in Section 15.8.

In the event of an employee grievance resulting from an adverse action decision or a disciplinary action by the Deciding Official, there will be only one step in the formal grievance procedure. The formal grievance shall be filed with the Final Administrative Authority within fourteen (14) calendar days and a final decision will be rendered within fourteen (14) calendar days of receipt of the grievance. An unsatisfactory final decision may be referred to arbitration by the Union under Section 15.8.

#### Section 15.6 The formal grievance process follows:

##### Step 1:

The formalized grievance shall be presented in writing to the Deciding Official within fourteen (14) calendar days of the conclusion of informal settlement efforts, but not later than forty five (45) calendar days after the act or occurrence giving rise to the grievance unless mutually agreed to by the parties. The written presentation shall contain information which identifies the aggrieved, the specific nature of the grievance, the time and place of its occurrence, the provisions of the Agreement or of law, regulation, rule or policy believed to have been violated or improperly interpreted or applied, the consideration given or steps taken to secure a resolution by informal means, the corrective action desired, and any Union representative chosen by the employee to present and handle the grievance.

If the aggrieved wishes to discuss the grievance in person or have his/her representative do so, the presentation must so state. The Deciding Official may otherwise consider the grievance on the basis of available evidence. The presentation must be signed by the aggrieved employee for acceptance and consideration as an employee grievance, and by a Union Representative for acceptance and consideration as a Union protest. A decision by the Deciding Official shall be made in writing within fourteen (14) calendar days after receipt of the grievance, unless mutually extended by the parties.

For grievances filed by GCC-1 or Western, the formal grievance shall be submitted directly to the Chairman, GCC-1, or the Labor Relations Officer as appropriate, within fourteen (14) calendar days of the conclusion of informal settlement efforts, but not later than forty five (45) calendar days after the act or occurrence giving rise to the grievance. If the issue is not resolved within thirty (30) calendar days after receipt of the formal grievance, the grievance may be referred to Arbitration as provided in Section 15.8.

##### Step 2:

If the "Step 1" decision is unsatisfactory to the aggrieved, he/she may then appeal the decision, in writing, to the Final Administrative Authority within fourteen (14) calendar days after receipt of the "Step 1" decision. The Final Administrative Authority shall render his/her decision, in writing, within fourteen (14) calendar days of receipt of the appeal.

The Union may appeal the decision of the Final Administrative Authority to arbitration. In such case the Union will submit a written intent to arbitrate to the Labor Relations Officer within fourteen (14) calendar days of receipt of the Final Administrative Authority decision.

Prior to an arbitrator being selected, and a hearing date set, the referred grievance shall be submitted to affiliated GCC-1 Local Unions for review and shall not be arbitrated unless a majority of the Local Unions approve. (Time limits may be extended by mutual agreement to accomplish this approval step).

Definitions for Formal Grievances Filed Within:

- a. Sierra Nevada Regional Office or the Desert Southwest Regional Office:
  - 1. Deciding Official: Regional Maintenance Manager
  - 2. Final Administrative Authority: Regional Manager or designee
- b. Upper Great Plains Regional Office or the Rocky Mountain Regional Office:
  - 1. Deciding Official: Divisional Maintenance Manager/Field Manager
  - 2. Final Administrative Authority: Regional Maintenance Manager or designee

Section 15.7

Failure of the grieving party to comply with the time limits specified in this procedure will be cause to deny the grievance. Failure by the responding party to comply with the time limits specified in this procedure will be cause to advance the grievance to the next step of the procedure.

Section 15.8--Arbitration

If the Union or the Employer invokes arbitration, the procedures described below will be followed:

- a. Arbitration may be invoked only by the Union or the Employer.
- b. Within 30 calendar days from the date of the receipt of the final grievance decision, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to serve as arbitrators. The parties shall meet within 10 working days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, each party will strike one arbitrator's name from the list, and will then repeat this procedure until only one name remains on the list. The remaining person shall be declared the arbitrator.
- c. The arbitrator's fee, his/her incidental expenses, and travel pay will be borne equally by the Union and the Employer. The arbitration hearing will be held during regular administrative hours of the basic work week. Western employee participants in the hearing will be in a duty status and receive travel and per diem allowances for attendance at arbitration hearings. The parties will utilize only those Western employee participants who can contribute relevant and material testimony to the hearing. Lists of potential witnesses will be exchanged prior to the hearing.
- d. The arbitrator shall arrange a mutually satisfactory time to hear the grievance, at which time both parties shall appear and present their cases. The arbitrator will be in complete charge of the hearing.



- e. 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 decision shall be accepted as final and binding and promptly acted upon by appropriate officials. Either party may file exceptions with the FLRA under provisions of the Federal Service Labor-Management Relations Statute, as provided in Civil Service Reform Act, 5 U.S.C. 7122.

## ARTICLE 16

### PAYMENT OF UNION DUES

#### Section 16.1

This Article is for the purpose of permitting eligible Western Area Power Administration (Western) employees who are members of the International Brotherhood of Electrical Workers (IBEW) to pay dues through the authorization of voluntary allotments from their salary. This provision covers all eligible Western employees:

- a. Who voluntarily complete Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues";
- b. Who receive biweekly compensation sufficient to cover the total amount of the allotment; and
- c. Who are in the exclusively recognized IBEW bargaining unit of Western employees.

The provisions of this Article are subject to and will be governed by 5 U.S.C. 7115. (Title VII).

Voluntary cancellation of dues withholding submitted at any time during the first year after the employee's dues authorization will be effective the first full pay period after the first year anniversary date of the employee's dues authorization. Thereafter, voluntary cancellation of dues withholding may be submitted at any time, but will only be effective on the first full pay period following November 1 of each year, providing that the employee's dues authorization has been in effect for at least one year as of November 1.

#### Section 16.2 The Union is responsible for:

- a. Informing its members of the voluntary nature of this system for allotment of employee organization dues including the conditions under which the allotment may be revoked;
- b. Purchasing and distributing to its members Standard Form 1187;
- c. Notifying the Labor Relations Officer, in writing of:
  - (1) Currently authorized official who will make the necessary certification of Standard Form 1187.
  - (2) Any change in the amount of dues to be deducted.
  - (3) Any employee who is no longer a member in good standing within 10 days of the date of such determination.
  - (4) Any change, in the amount of dues or allottee, due to transfer of membership within the five (5) locals of GCC-1.
- d. Forwarding properly executed and certified Standard Form 1187 to the Labor Relations Officer.
- e. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues") to the Labor Relations Officer when such revocation is submitted to the Union.
- f. Keeping the Labor Relations Officer informed of the name, title, and address of the allottee to whom remittance should be sent.
- g. Keeping the Labor Relations Officer informed of the allottee to whom checks shall be payable.

Section 16.3. Western is responsible for:

- a. Processing voluntary allotment of dues in accordance with this Agreement.
- b. Withholding dues on a biweekly basis.
- c. Notifying the Union when an employee is not eligible for an allotment.
- d. Withholding new amounts of dues upon certification from the authorized Union official.
- e. Transmitting remittance checks to the allottee together with a listing of employees by IBEW Local for whom deductions were made.
- f. Providing the following information on the remittance listing:
  - (1) The name and social security number of each employee for whom the deduction has been made.
  - (2) The amount withheld for each employee and the total withheld per IBEW Local.
  - (3) The code number of the IBEW Local to which each employee member belongs.
- g. Coordinating any changes in amount or allottee with processing/payroll.

Section 16.4. Joint Stipulations:

- a. The amount of the dues to be deducted as allotments from compensation will be indicated on each Standard Form 1187 and may vary for different IBEW Locals.
- b. Any employee-initiated revocation of dues will be in accordance with 5 U.S.C. 7115 (Title VII).
- c. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the Union.

Section 16.5

The Labor Relations Officer will be responsible for coordinating the actions described under this Agreement prior to payroll processing. The effective dates for actions under this Agreement are as follows:

Starting dues withholding	First pay period after date of receipt of properly executed and certified Standard Form 1187 by payroll office.
Changes in amount of dues	First pay period after receipt of certification in payroll office.
Changes in amount/allottee	First pay period after receipt of notification.
Termination due to loss of membership in good standing	First pay period after date of receipt membership in good standing of notification in payroll office.
Termination due to separation or	First pay period after date of receipt

transfer out of the unit of  
recognition

of notification in payroll office.

## ARTICLE 17

### NEGOTIATIONS

#### Section 17.1

The rates of pay to be paid to the employees shall be determined in accordance with the provisions of Section 704 of Public Law 95-454, through the process of collective bargaining between the Union and the Employer. This includes basic hourly, overtime, and holiday work rates and, when and as needed, shift differentials, call-back time, premium rates, and similar pay items.

Once each year, but not more often except by mutual agreement, the Employer or the Union may notify the other in writing that negotiations are desired to revise rates of pay. Other provisions of this contract may be opened within its 5-year duration only by mutual agreement of both the Employer and the Union. Such notice shall state the nature of the revisions proposed, the proposed date for negotiations, and shall be given not less than sixty (60) days before this date. Notices shall be acknowledged within ten (10) days and the date confirmed or a new date set for negotiations within thirty (30) days of the originally proposed date.

#### Section 17.2

The Union participants in the negotiations shall include at least one delegate from each Local Union, to be appointed by the appropriate Local Union involved. Both Employer and Union shall be entitled to a total of six (6) delegates each.

The Employee delegates shall attend the negotiations in an official travel, per diem, and duty status, not to exceed limitations set by Federal regulations, Statute, or Executive Order. Employee delegates also may be authorized official time for negotiation preparations not to exceed three work days each. When such preparation time is granted, the Employer will pay any expenses for travel or per diem for employee delegates.

#### Section 17.3

In addition to the negotiating committees of the Union and the Employer, observers may be permitted to attend by prior mutual agreement between the Chairman of GCC-1 and the Western Labor Relations Officer. The location of negotiations will be determined by mutual agreement of both parties.

#### Section 17.4

Prior to such negotiations, the Employer and the Union may by mutual agreement set up a joint fact finding committee and appropriate subcommittees for the purpose of establishing any relevant facts pertaining to rates of pay and conditions of employment. The committee by mutual agreement may go outside the Western area for the purpose of establishing such relevant facts. Consideration may be given by the Employer and the Union in their negotiations to any facts established by the fact finding committee. Expenses for employees designated by the Union, when approved in advance by the Employer and authorized by existing laws and regulations, shall be borne by the Employer.

#### Section 17.5

Supplementary wage adjustments shall become effective upon approval or on the first day of the first pay period of October, whichever is later, unless agreed otherwise by the parties.

Existing contract terms/conditions and rates of pay shall remain in effect until supplanted by new rates or a new contract negotiated pursuant to this section.

All rates must be established as nearly as is consistent with prevailing rates in the private sector within the geographic area of Western.

#### Section 17.6

The Union and the Employer shall honor their obligation to negotiate in good faith which shall include the obligation to approach negotiations with a sincere resolve to reach agreement and avoid unnecessary delays.

#### Section 17.7

When agreement is not reached in direct negotiation on rates of pay or working conditions affecting employees covered by this agreement, either party may invoke the services of a mediator to be selected jointly by the parties. The mediator shall use his/her best efforts to bring the parties to agreement.

If such efforts to bring about an agreement through mediation are not successful, the Union and the Employer shall submit their disagreement to arbitration. The parties shall, through the negative selection process, select an arbitrator from a panel of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service. The selection process shall be completed within 15 days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on both parties. However, exceptions to the arbitration award may be filed with the Federal Labor Relations Authority as provided in 5 U.S.C. 7122.

The arbitrator will insure that a written transcript is prepared, with one copy provided to each party. The members of the bargaining teams will participate in the arbitration proceeding with WAPA employees being allowed official time and travel/per diem. If the Union calls any witnesses who are other than bargaining team members, the Employer will allow official time for the employee to testify in the hearing, but will not provide travel or per diem expenses. The expenses of arbitration, including the compensation and expenses of the arbitrator and cost of the transcript, shall be borne equally by the Union and the Employer.

#### Section 17.8

Whenever a new job classification is created or significant new job duties are assigned to an existing classification, the Employer or the Union may notify the other in writing that a conference is desired to consider the need for establishing or revising appropriate rates of pay. Such notice shall be acknowledged within 10 days and a date set for holding the conference. Unless it is mutually determined that negotiations are not necessary, the date for starting the conference shall be within 45 days after notification.

Interim wage rates may be established by these negotiating conferences or may be determined jointly by the Chairman of the GCC-1 or his/her representative and the Chairman of the Employers Negotiating Committee, subject to approval by the Western Administrator in either case.

## **ARTICLE 18**

### **MEMORANDA OF UNDERSTANDING**

#### Section 18.1

Any Memorandum of Understanding which would affect any Article of this agreement shall be submitted to the International Brotherhood of Electrical Workers, GCC-1, the designated Labor Relations official, as well as the head of the agency (or his/her delegate) for approval. Local Memorandums of Understanding may be negotiated by the Local Union representative and the Regional Maintenance Manager. Union agreement is subject to Chairman, GCC-1 approval.

The term and/or cancellation provisions of Memorandums of Understanding shall be contained in the text of each memorandum.

## ARTICLE 19

### EFFECTIVE DATE AND DURATION

At the conclusion of negotiations on this agreement or any amendments or revisions to this agreement or its supplements, each party will have up to thirty (30) days to exercise the ratification and/or approval procedures of their respective organizations.

The duration period of this Agreement is 5 years from October 1, 2012 with a yearly wage opener.

- a. At least 60 days prior to the expiration of this contract, either party may request to amend or modify the Agreement or any part thereto.
- b. After the duration period, either party may revoke or terminate the agreement in its entirety.
- c. The effective dates and expiration dates of Supplementary Labor Agreement No. 3 shall be specified and shall be controlling for wage adjustments.

Should any part or any provision of this agreement be rendered or declared invalid or illegal by reason of any existing or subsequent public law or regulation made necessary by a change of public law, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.



**SUPPLEMENTARY LABOR AGREEMENT NO. 1**  
**WORKING CONDITIONS AND RULES**

**ARTICLE 1**

**WORK SCHEDULES**

**Section 1.1**

The Employer, in meeting its normal operating needs, shall schedule its work so as to provide regular days and hours of work for all employees. Normally, the workweek shall consist of five (5) consecutive eight (8) hour days of work, Monday through Friday. The regular workday shall consist of eight (8) consecutive hours, exclusive of a lunch break, and will begin between the hours of 0600 and 0900 hours. A lunch period of not less than 1/2 hour nor more than 1 hour will be established at approximately the midpoint of the eight (8) hour workday. The exact regular starting, lunch, and quitting times, within these limits, shall be set by the Employer for each Regional Office. (Unless under an approved alternative work schedule (AWS) in which case the hours in a work day or work week shall be amended to reflect the AWS schedule).

Changes in established regular work schedules may be made after agreement with the Local Union.

If work situations where the urgency or the efficiency of the work require the employee's lunch time to be altered, management may advance or delay the regular noon meal time for up to 1 hour from the established eating time. If the noon meal is not allowed to begin within this two-hour interval, the employee will:

- (1) be allowed to eat on duty time as soon as the work permits,
- (2) be compensated for all hours worked in excess of 8 hours for the day at the applicable overtime rate (or the number of hours in a work day or work week shall be amended to reflect the AWS schedule).

**Section 1.2**

Irregular work schedules or work shifts may be established to meet operational needs. Irregular schedules or shifts shall be implemented after agreement with the Union.

**Section 1.3**

During periods from May through September after agreement between Union and Employer, the starting time of the regular eight-hour (or regular AWS) workday may be advanced within the limits indicated in Section 1.1 for the purpose of working cooler hours in the day.

**Section 1.4**

By written agreement between management and the respective local Union(s) within each region, Alternative Work Schedules (AWS) may be established in accordance with statutory requirements.

## ARTICLE 2

### REPORTING PLACE AND TRAVEL

#### Section 2.1

The Employer shall assign each employee a regular permanent duty station and a designated reporting place. The reporting place, designated by the Employer, shall be reasonably close to the permanent duty station as determined by agreement between the local Employer and local Union Representatives. Employees shall report at the reporting place at the commencement of the workday and after reporting shall be regarded as on duty. Travel between the reporting place and the work site shall be part of the employee's work time and any transportation necessary shall be provided by the Employer.

#### Section 2.2

Employees operating or servicing more than one facility may have different reporting places for different days or seasons on a regularly scheduled basis, provided such places are reasonably equivalent reporting places within the local commuting area. Such reporting places shall be established by agreement between the local Employer Management and local Union Representative.

#### Section 2.3

The Employer may make changes of reporting place, subject to the criteria in Sections 2.1 and 2.2 after first obtaining agreement with the Union in the matter. The question of whether or not the criteria outlined in Sections 2.1 and 2.2 was reasonably applied may be resolved through the grievance procedure.

#### Section 2.4

For those employees who are not in an official travel status, the Employer, subject to Local Union agreement may temporarily change the reporting place providing that the new reporting place is reasonably equivalent and does not impose a greater hardship in time and/or mileage on the employee than that to which he/she is normally subjected when commuting to his/her regular reporting place.

#### Section 2.5

When an employee is required to travel away from the permanent duty station in the performance of official duties he/she will be entitled to receive a per diem allowance as provided by the established practices of the Employer. It shall not be the policy of the Employer to require employees to double up in lodging. Per diem allowances will be computed in accordance with standardized government travel regulations.

#### Section 2.6

An employee will be given notice by the end of the regular work hours on the workday preceding the day the employee is placed on official travel status. However, in case of emergency where life, property or service to customers is jeopardized or in the event of sickness or unexpected absence of an employee or crew member, such assignments may be made on shorter notice. In such cases an employee will either be given an opportunity to pick up his/her traveling bag from his/her place of lodging or this service will be provided for him. Sufficient notice shall be given to allow the employee to check out of temporary quarters at no loss to the employee. Such emergency assignments shall be distributed as equitably as possible.

#### Section 2.7

Whenever it is necessary for employees to establish temporary residence at temporary duty stations they shall be

given a reasonable length of time while in travel status to obtain adequate living quarters before reporting to the designated temporary reporting place, unless reservations have been made in advance. If it is impractical to make advance reservations, the employee should call for living quarters upon arriving at the temporary duty station.

#### Section 2.8

The employer shall designate such temporary reporting places as are necessary for personnel in a travel status. Normally, these reporting places shall be as follows:

- a. If work is to be performed at a station where Western personnel are permanently stationed, that station shall be the designated reporting place if within 10 miles of the nearest motel or hotel, selected by the employees with the approval of the Employer and if further than 10 miles the employees will be allowed to travel on government time.
- b. Where work is to be performed on a transmission line, or at a station or site where Western personnel are not permanently stationed, the reporting place shall be the motel or hotel selected by the employees with Employer approval where the vehicle transporting the employees remains overnight. Normally, such motel or hotel shall be at the location closest to the worksite.

#### Section 2.9

When a government-owned or government-furnished vehicle is used by an employee for official travel, its use shall be limited to official purposes which include: transportation between work site and places of temporary lodging and places necessary for the sustenance, comfort, health or fitness of the employee.

#### Section 2.10

A work schedule for the following work week shall be posted by the last regular workday of the previous work week. It shall be the employee's responsibility to read and review the schedule realizing there may be a need to change the schedule due to higher priority work, weather, equipment failures, training or unforeseeable events.

## ARTICLE 3

### OVERTIME MEAL BREAKS

#### Section 3.1

The intent of this Article is to provide the employee an opportunity for nourishment.

- a. In the circumstances described in the following sections of this Article, an employee working overtime will be paid for the time taken for meals. Mealtime, including any necessary travel time, will be kept to a minimum until the work is completed. At the discretion of the job supervisor/foreman/team lead, the crews may be required to eat in shifts, one employee may be sent to bring meals to the crew, or meals may be delivered to the crew by other personnel.
- b. Employees not customarily afforded a formal meal break shall, where practical, be afforded an opportunity to eat while on duty.
- c. Any meal break missed under this Article shall be paid at the applicable overtime rate at ½ hour per missed meal.

#### Section 3.2: Work on Non-workdays

- a. When prearranged work is performed during regular hours on non-workdays, usual lunch arrangements will be observed. If such work continues after regular hours or is performed outside regular hours, the subsequent paragraphs shall be applicable.
- b. When non-prearranged work is performed on non-workdays, the employer shall provide the employee with a 1/2-hour paid meal break at intervals of 4 hours as long as he/she continues to work.

#### Section 3.3: Work on Regular Workdays

- a. Wholly outside of regular hours. When an employee is required to work wholly outside of his/her regular hours on his/her regular workday, the Employer shall provide him/her with a 1/2-hour paid meal break at intervals of 4 hours as long as he/she continues to work.
- b. Work before regular starting time. When an employee is required to report to work on workdays starting 2 hours or more before his/her regular starting time and the employee continues to work into the regular work hours, a 1/2-hour paid meal break shall be allowed as early as the employee can be spared from the work program, but not later than 4 hours after the employee's starting time.
- c. Work beyond regular quitting time. When an employee is required to work beyond regular quitting time, the employee is entitled to a 1/2-hour paid meal break 1 1/2-hours after regular quitting time and every 4 hours thereafter until the work is completed.

#### Section 3.4 Penalty for Meal Breaks Not Provided

If the supervisor/foreman/team lead determines a meal break will not be provided within 2 hours of entitlement and work continues through these 2 hours, the employee shall be paid an additional 1/2-hour at the applicable overtime rate. Such determinations shall not be made arbitrarily.

### Section 3.5

The every 4 hours between meals referred to in the foregoing sections shall be determined as follows:

- a. When prior meal break was taken as provided by this Article, the beginning of the next 4 hour period shall begin at the completion of the previous paid meal break.
- b. When no prior meal break was taken when entitled under this Article, the 30-minute paid meal breaks shall be calculated as being entitled at intervals of 4 hours from when the employee(s) became entitled to the first meal break.

## **ARTICLE 4**

### **WORK OUTSIDE OF CLASSIFICATION**

#### Section 4.1

When an employee is assigned to work in a classification higher than his/her regular classification, he/she shall be paid for the time worked in the higher classification at the rate, provided that such time worked is not less than two (2) hours during the day. Travel time in connection with such upgraded assignment shall be considered as time worked in the upgraded position.

## ARTICLE 5

### DUAL CLASSIFICATION APPOINTMENTS

#### Section 5.1

The Employer may give an employee a dual classification appointment for the purpose of performing two distinct classifications of work. This type of appointment shall be limited to the needs of the service.

#### Section 5.2

In order to be eligible for a dual classification appointment, an employee must possess the minimum qualifications for both classifications included in the appointment.

#### Section 5.3

An employee given a dual classification appointment shall be paid on the basis of the time worked in the two classifications. The minimum period of assignment outside the primary classification shall be two hours in any one day to entitle an employee to compensation at other than the primary rate of pay for the hours actually worked outside the primary classification. The two-hour minimum may be accumulated over the period of the regular scheduled workday in increments of not less than one-half hour. Primary classification as used in this Article shall be that classification which is the lower of the two classifications.

#### Section 5.4

Compensation for leave, holidays, or any other absence from work in pay status ordinarily shall be at the rate of pay for the primary classification. In all cases of absences in pay status exceeding four consecutive work days and/or holidays, employees shall be returned to their primary classifications for the entire period of absence in pay status. The compensation for shorter periods of absence in pay status shall be at the same rate or rates that the employee would have received, had the employee remained in duty status.

#### Section 5.5

Dual classifications shall be kept to a minimum, and may be established after agreement between Employer and Union.

## ARTICLE 6

### APPRENTICESHIP TRAINING

#### Section 6.1

To implement the Western/IBEW Craft Apprenticeship Training Program described in Article 7, Section 7.4, of the Basic Agreement, a Regional Craft Training Committee shall be established in each of Western's Regions. The Regional Craft Training Committee membership shall be determined by mutual agreement between Regional Management and the Local Union. Union representatives shall be designated by the Business Representative of each IBEW Local Union involved. Management representatives shall be designated by the Employer.

#### Section 6.2

A Western Joint Craft Training Committee shall also be established. This Committee reports to the Joint GCC-1 and Management Council. The Western Joint Craft Training Committee will consist of:

- (a) One labor representative from each Local Union, designated by the Business Representative of each IBEW Local Union involved.
- (b) One IBEW Representative appointed by GCC-1.
- (c) One management representative for each Region, designated by the Employer,
- (d) Two management representatives at large, designated by the Employer.

In addition to the above, the following ex officio members shall be part of the Committee:

- (a) An Executive Secretary designated by Western's Office of Human Resources.
- (b) A Safety Representative designated by Western's Safety and Security Manager.
- (c) The Western Craft Training Coordinator.

The functions, duties, and responsibilities of these committees shall be as described in appropriate Western documents. Employee representatives shall attend meetings in an official travel, per diem, and duty status. The Western Joint Craft Training Committee shall meet once per year. Additional meetings may be called by the Chairman as needed.



## ARTICLE 7

### SAFETY

#### Section 7.1

Western and the Union recognize that there is a common interest in safety on the job and agree to cooperate in the development and promotion of this common interest.

#### Section 7.2

The Employer and employees shall obey all rules and regulations set forth in the Power System Safety Manual or its replacement, the collective bargaining agreement, and all applicable Federal and State safety and health laws, rules, and regulations.

#### Section 7.3

Each Regional Office shall hold safety meetings for all employees at least annually. Where it is unreasonable to bring all employees together at one time, these meetings may be by sections. If, because of shift work or isolated locations, some personnel cannot participate even in section meetings, they shall be given copies of the minutes of appropriate meetings.

#### Section 7.4

Each employee shall be provided with on-the-job training in certain basic elements of first aid and CPR training. This program shall include refresher training as required by regulations.

#### Section 7.5

The Employer shall assure that periodic safety inspections of all agency workshops and other representative work sites are performed by personnel with equipment and competence to recognize safety hazards; such safety inspections shall be at least annually, but may be more often where there is an increased risk of accident, injury, or illness due to the nature of the work performed. A Union representative appointed by the local union affected shall be invited to participate in safety inspections of agency work places. Employee representatives shall be considered in work status for pay and travel purposes during participation in all official actions of properly constituted safety inspections of agency work places.

#### Section 7.6

Each Region shall establish a Regional Safety Committee which shall meet quarterly. Additional safety committees or subcommittees may be established as deemed necessary by the Regional Manager or on the basis of recommendations from the Regional Safety Committee. The membership on the safety committee or subcommittees shall be determined by agreement between management and Local Unions. The Local Union GCC-1 representative shall appoint the bargaining unit representatives to the Regional Safety Committee and any additional safety committees or subcommittees. Employee representatives shall be considered in work status for pay and travel purposes during participation in all official actions of properly constituted safety committees or subcommittees. Proposed changes to the Power System Safety Manual shall be presented to and discussed by each Regional Safety Committee.

#### Section 7.7

The Employer shall promptly notify the Local Union GCC-1 representative of all Class A, B, or C accidents. A

union craft employee shall be appointed as a member of the accident investigation committee and to the extent possible shall be of the same craft as the craft involved. A copy of the final report of the accident investigation committee will be furnished to the Chairman of GCC-1 and the Local Union GCC-1 representative of the Region involved in the accident. Comments received within 30 calendar days will be given high priority by management in developing plans for implementing investigation committee recommendations.

#### Section 7.8

The Employer agrees that methods and operating procedures must be such that employees will not be knowingly or willfully exposed to accidents or industrial health hazards, and shall furnish to each employee, employment and a place of employment which are free from recognized health hazards that are causing or are likely to cause death or serious physical harm to employees. The Employer shall insure that operations carried out by employees, and facilities and equipment occupied and/or used by such employees, including facilities and equipment furnished by another government agency, shall comply with these safety criteria, and with applicable Federal and State occupational safety and health standards.

#### Section 7.9

The Employer shall acquire, maintain, and require the use of approved personal protective equipment, approved safety equipment, and other devices necessary for employee protection. Employees shall use safety equipment, personal protective equipment, and other devices and procedures provided by the Employer which are necessary for their protection.

#### Section 7.10

Employees shall have the right to report unsafe and unhealthful working conditions to appropriate officials in accordance with applicable Federal and State safety and health laws, rules, and regulations. The Employer shall develop and promulgate procedures and channels of communication for employee reporting of unsafe and unhealthful working conditions by means of a formal agency Order. Employees are encouraged to correct these conditions.

#### Section 7.11

The Employer will furnish all tools required by the Employer for employees to perform the work of the agency. Employees are responsible for maintenance and taking proper care of all tools provided to them by the Employer.

#### Section 7.12

It is the policy of the Employer to provide reimbursement to their employees for the purchase or rebuild of approved safety type footwear for use in the performance of their duties, with acceptable hard toe protection as needed, and approved by management.

#### Section 7.13

- a. The parties recognize that surveillance is conducted for safety and internal security reasons.
- b. Management will be required to notify all employees in writing prior to initiating a program of video surveillance of employees within Western facilities. If the required notice is not given, any evidence obtained may not be used against any employee in a disciplinary action.

## **ARTICLE 8**

### **INCLEMENT WEATHER PRACTICE**

#### Section 8.1

Jobsite Foremen will be responsible for determining when weather conditions warrant cessation of outside work. In arriving at such a decision the Foreman shall consult with crew members and take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave the unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) other commitments.

#### Section 8.2

Employees who are unable to work in the field because of inclement weather or other similar causes may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.

## ARTICLE 9

### CLEARANCE AND SWITCHING RULES

#### Section 9.1

Employees who are required to take clearances and hot-line orders or perform switching must be qualified and must have been trained in a comprehensive detailed program, and certified as being qualified to take clearances and hot-line orders and/or perform switching.

Employees when certified as indicated above shall be issued a certificate indicating the training received, and what facilities they are qualified to switch and/or take clearances on. All employees must be re-certified annually.

Employees holding hot-line orders for procedural live-line maintenance as defined in Article 10.11 shall be in a non-working status and shall remain physically on the job while the work is being performed.

#### Section 9.2

Every workman who works within the perimeter of a clearance shall be instructed in and shall understand the perimeter of the clearance.

#### Section 9.3

The parties recognize the importance of proper supervision of jobs involving hazards associated with high voltage work.

## ARTICLE 10

### MISCELLANEOUS WORK RULES

#### Section 10.1

All framing and erecting of poles or towers shall be done by linemen assisted by apprentice linemen or qualified helpers. Stubbing of poles and digging of holes by hand may be done by linemen or qualified helpers.

#### Section 10.2

Ground patrolling of lines shall be done by linemen who may be assisted by qualified apprentices. In an emergency where a lineman is not available any qualified employee may be used. Linemen shall act as observers during aerial patrols. The Employer shall make every effort not to require employees who have formally objected to serve as aerial patrolmen.

#### Section 10.3

All electrical repair work done in substations shall be performed by electrical journeymen, apprentices or qualified technicians. Crew-type work shall be performed under the direction of an appropriate craft foreman

#### Section 10.4

Specific written procedures shall be prepared for each different type of live-line work on power lines and station equipment. Each written procedure shall set forth the specific method of work and shall include a listing by classification and number of personnel required to safely perform the live-line work by that procedure. Procedures shall not be arbitrarily disregarded or changed during the actual work, nor shall any live-line work be attempted with less than the number by classification of qualified personnel set forth in each written procedure. Procedural changes during the work program shall be carefully developed through discussion among well trained craft, foreman and management. Procedures shall be continuously examined and updated to take advantage of new equipment and work methods. All live-line work shall be personally supervised by a job supervisor trained and certified to direct that specific type of live-line work. The job supervisor will not work while any procedural phase of live-line work is being performed and he/she shall position himself to best observe and direct the work during every phase. Personnel shall not perform actual live-line work except when the job supervisor is watching. Existing live-line procedures now in effect will be adhered to until revised pursuant to this agreement. Any revision will be described in detail and explained to the personnel involved, prior to the performance of the new procedure.

#### Section 10.5

Employees shall not work on or dangerously near any electrical circuit or equipment carrying in excess of 600 volts, except electronic circuitry or equipment, unless accompanied by a person who has been trained to understand the hazards associated with working close to high voltages and certified in CPR.

#### Section 10.6

Employees classified as laborers will not be used as Journeymen, and shall work under the direction of qualified personnel.

#### Section 10.7

No hot-line work shall be performed without a properly authorized hot-line order and all automatic reclosing features capable of re-energizing the circuit removed from service.

Section 10.8

No work on de-energized high voltage circuits or equipment shall be done until proper clearances are obtained and the equipment properly grounded.

Section 10.9

When flying is made a requirement of the job, such flying shall be subject to all F.A.A. regulations pertaining to safety equipment, weight, balance, altitude, licensing, aircraft inspections, gross aircraft weight, etc. If an employee is allowed to provide his/her own transportation in lieu of flying he/she will report at the job site at the same time as those employees who fly and he/she will be compensated for mileage in accordance with applicable Federal travel regulations. (This section excludes Aerial Line Patrol).

Section 10.10

No employee will be required to climb poles or towers without another climber present who has demonstrated proficiency in rescue procedures and CPR.

Section 10.11

Employees performing "procedural type" live-line maintenance on transmission lines or other facilities energized at 34,500 volts or higher, phase-to-phase, shall receive a skill pay premium set forth in SLA2, Article 6.6. Procedural type live-line maintenance is defined as crew-type maintenance activities for which formal hotstick and/or barehand written procedures have been established.

Activities such as switching, hardware tightening, climbing inspection, or minor miscellaneous work such as cotter key replacement, removal of foreign objects, insulator testing (when not associated with procedural type work) etc., which may require a hot-line order, nevertheless, shall not qualify for this skill pay premium.

For purposes of this skill pay, procedural type live-line work shall include associated on-site tailgate safety meetings, preparation of tools and equipment, actual work, disassembly and loading of tools and equipment. It shall not include travel or time spent while awaiting tools, equipment, materials, additional personnel, or weather moderation.

Section 10.12:

Foreman I, Foreman II, and Foreman III positions are based on the individual needs of the Regional Offices and are based on the following crew size criteria (including foreman and CIT's, excluding apprentices):

Foreman I (or higher)	112% of highest craftsman rate supervised	Crew of up to 4
Foreman II (or higher)	120% of highest craftsman rate supervised	Crew of 5 to 11
Foreman III	125% of highest craftsman rate supervised	Crew of 12 or more

**SUPPLEMENTARY LABOR AGREEMENT NO. 2**  
**WAGE DIFFERENTIALS AND PREMIUM RATES**

**ARTICLE I**

**WAGE DIFFERENTIALS FOR ASSIGNMENT OF FOREMAN DUTIES**

**Section 1.1**

When a craftsman is acting for an absent Foreman, or a Foreman is acting for a higher level absent Foreman, they shall receive that level of Acting Pay. In all other acting situations, the following crew size criteria shall apply: Compensation for temporary periods of service as Acting Foreman, in charge of crew type work, shall be paid at the following rates:

Acting Foreman I	108%	Crew of 2 to 4
Acting Foreman II	118%	Crew of 5 to 11
Acting Foreman III	123%	Crew of 12 or more

The crew sizes above include the Foreman and exclude any apprentices.

The Acting Foreman shall receive this premium for the duration of the crew type work or until return of the Foreman responsible for the work. For the safety of the crew, only one individual shall be in charge of a crew or combined crew, at any given time. Assignment to Acting Foreman status shall be pre-approved whenever possible.

**Section 1.2**

To be eligible for designation as an Acting Foreman, employees must meet the appropriate qualification standards.

Assignments to Acting Foreman will be made by management after considering such factors as:

1. available employees
2. qualifications of employees for Foreman assignments
3. work to be performed
4. preferences of employees

**Section 1.4**

The wage differential payable under the foregoing provisions shall be payable on all non-worked holidays intervening within the period of temporary service.

**Section 1.5**

This article supersedes all existing and previous MOU 's on Acting Situations.

## ARTICLE 2

### OVERTIME

#### Section 2.1

Overtime is defined as (a) time worked in excess of forty (40) hours in an administrative workweek\*, (b) time worked in excess of eight (8) hours in a workday\*, (c) time worked on a non workday, (except for permanent part-time employees), and (d) time worked outside of regular hours on a workday\*. Nothing contained herein shall be construed to require the payment of overtime compensation under more than one of the foregoing definitions for a single period of overtime. (\*Except under an approved Alternate Work Schedule in which case overtime shall be paid for hours worked in excess of the regularly scheduled AWS workday).

#### Section 2.2

Part-time employees shall receive the appropriate overtime rate for all hours they are required to work on Saturday and Sunday.

#### Section 2.3

Overtime shall be paid at 1.5 times the hourly wage rate except that the rate is 2 times the hourly wage rate when:

- a. the employee is required to perform overtime work on a calendar Sunday; or
- b. time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from work; or
- c. the employee is called back to work outside his/her regular work schedule. The double time rate shall continue until release or to the start of regular hours on a workday.

Overtime shall be paid to the nearest one quarter hour at the applicable rate.

#### Section 2.4

Overtime work shall be distributed among the employees in the same classification and assigned to the same duty station as equally as is practicable. The following factors will be considered in determining the practicality of equalizing overtime distribution:

- a. An employee's preference for not working overtime.
- b. Allowing an employee who starts a job to finish it.
- c. Management's need to accomplish the work.

#### Section 2.5

Whenever an employee is called back to work outside his/her regular work schedule with less than 15 hours' notice before the time of reporting, his/her overtime or holiday work time shall start one-half hour before his/her arrival at the reporting place and end one-half hour after his/her release from duty, except that the minimum reportable time on call-backs whether with or without advance notice, shall be 2 hours. However, when the call-back duty runs into or into and beyond the employee's regular work schedule, the call-back time shall end, without a 2-hour minimum, at the employees' regular starting time. The one-half hour before and the one-half hour after does not apply when the reporting place is the motel.



Section 2.6

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

Section 2.7

Normally, training will be scheduled during regular hours on a regular work day. When the training is required by the employer, overtime associated with travel and training will be paid by the employer at 1.5 times the hourly wage rate.

### ARTICLE 3

#### HOLIDAY WORK

##### Section 3.1

Except for training and associated travel as addressed in Article 2, Section 2.7, all employees required to work on a holiday designated by Federal statute or executive order shall be paid for such duty at the rate of double the hourly wage rate for any hours worked in addition to the employee's regular pay for the day.

##### Section 3.2

Employees shall be entitled to all holidays prescribed by current law, in addition to any special holidays designated by the President of the United States.

##### Section 3.3

When an employee's basic workweek is Monday through Friday, and a holiday falls on Saturday, the preceding Friday shall be observed, and when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When an employee's basic workweek is other than Monday through Friday, and a holiday falls on one of his/her non-workdays, then the first or last day of the employee's workweek closest to the holiday shall be observed.

## ARTICLE 4

### PREMIUM RATES INCIDENTAL TO CHANGES IN WORK SCHEDULE

#### Section 4.1

If an employee is scheduled by his/her manager/foreman/team lead to report for prearranged work on a nonworkday or outside of regular work hours, or on a holiday which the employee is entitled to take off with pay, and such work is canceled, the employee shall receive the rate of one and one-half the hourly rate for two (2) hours if not given notice of the cancellation of such work by the end of regular work hours on the preceding day.

#### Section 4.2

Where it is determined to be cost effective by the employer, employees in work status will be allowed to work eight (8) hours each calendar day while in travel status.

#### Section 4.3

No combination of overtime, differentials and/or premium rates will result in an employee receiving more than 3 times the hourly wage rate for any time worked.

## ARTICLE 5

### REST PERIOD AFTER PROLONGED WORK

#### Section 5.1

The intent of management is to provide a rest period to employees as soon as possible after completion of overtime work. Routine work will not be assigned to prolong the beginning of rest periods.

#### Section 5.2

- a. If an employee's overtime starts prior to 2400 the employee shall be entitled to a rest period of 8 consecutive hours and shall commence at completion of the overtime work and may continue into the next workday until 8 hours is completed. If an employee's overtime starts after 2400 hours the employee shall be entitled to a rest period of 6 consecutive hours and shall commence at the completion of the overtime work and may continue into the next work day until 6 hours is completed. If the overtime work begins within 2 hours of the beginning of the regular work hours, no rest period will be earned.
- b. There shall be included as part of the qualifying overtime hours any travel time and meal time to which the employee is entitled, except that any travel time and meal time due upon dismissal shall not be included as hours worked, but shall be included in the computation of the rest period.
- c. If a rest period taken by an employee in whole or part overlaps the employee's regular work hours, the employee shall be excused from duty without loss of hourly wages to the extent of the overlap.
- d. If an employee is required to work without having had a rest period, the employee shall receive a premium of one times the hourly rate in addition to his/her regular wages for all work performed regardless of a regular workday or non-workday. Excused times ending within a quarter workday will be extended with pay throughout the quarter workday.
- e. In the absence of instructions to the contrary, employees shall report for work at the beginning of the next quarter workday following the rest period.

## ARTICLE 6

### PREMIUM PAY

#### Section 6.1

Employees who have a regular tour of duty which includes any of those hours falling between midnight Saturday and midnight Sunday shall be paid for each hour of regularly scheduled work, not to exceed eight hours except when working under an AWS (compressed) schedule, at the basic hourly rate of compensation plus premium pay equal to 25 percent of the basic hourly rate.

#### Section 6.2

Employees shall receive a premium pay of 25 percent of the basic hourly rate when officially assigned to handle explosives, or to participate as a member of a fire fighting crew in fighting fires of equipment, installations, and building, or when fighting forest and range fires on the fire line.

#### Section 6.3

Employees when actually performing fixed-wing or helicopter transmission line aerial patrol or other types of aerial patrol inspection shall receive a premium pay of 25 percent of the basic hourly rate for all hours flown. The aircraft log will be used to determine the number of hours flown. A minimum of 2 hours pay will be due on all days such work is performed. The premium will be paid to the nearest ¼ hour. An aerial observer position is not eligible for this premium.

#### Section 6.4

Employees will receive a premium pay of 25 percent of the basic hourly rate while participating in operations to attach or detach external load or loads and working loads under hovering helicopters. The premium pay shall be for actual time worked but in no case for less than 2 hours.

#### Section 6.5

Employees who are required to climb over 175 feet above the ground on steel radio towers without built-in ladders or safety climbing devices during a normal 24-hour period shall receive 6 hours extra regular pay. Overtime will be paid at the appropriate overtime rate.

#### Section 6.6

Employees performing procedural type live-line maintenance on transmission lines or facilities energized at 34,500 volts or higher phase to phase shall receive a skill pay of \$2.00 per hour in addition to their regular rate of pay for actual hours worked as shown on the Daily Work Report. This skill premium shall apply to all members of the crew participating in the work. Procedural type live-line maintenance is defined in SLA 1, Article 10.11. Energized work during formal live-line training programs shall be considered "live-line maintenance."

#### Section 6.7

Whenever an employee is called back to work while on leave, with less than 24 hours notice before the time of reporting, he/she shall receive four (4) hours extra regular pay.

When an employee is absent on leave for a period of 3 consecutive days or more on which they would otherwise work and receive pay the above provision will apply on adjacent non-workdays.

**ARTICLE 7**

**COURSE MANAGER/ENTRY LEVEL/CRAFTSMEN IN TRAINING**

Section 7.1: **Course Manager.** Craft journeymen (whose regular duties do not include conducting formal training), who volunteer, are approved and assigned by their manager/foreman/team lead to serve as Course Managers to administer formal instruction shall be compensated at 108% of the journeyman rate. Such compensation shall be given during the time allowed for preparation, portal to portal travel, and presentation of the training.

Section 7.2: **Entry Level.** The Employer retains the right to establish entry-level rates as may be appropriate at less than the full schedule rate. These rates will be established through negotiations with the Union. The current Entry Level Rate is 96 percent of the appropriate Journeyman scale. The reduced rate will apply until the performance capabilities and competence of the employee have been satisfactorily demonstrated, normally six months. Full schedule rates will not be withheld on the basis of the employee not being provided switchman certification training within the first six months. However, if satisfactory performance is not evident after six months, the reduced salary rate shall be continued for the balance of their probationary period. If satisfactory performance is not achieved during the probationary period, the employee shall be terminated.

Section 7.3: **Craftsman in Training.** Employees, or outside applicants, with some craft experience, but who do not qualify as Western Journeymen, may apply and be considered for the Craftsman-in-Training program. The duration of the program is a minimum of six months and a maximum of two years. Placement in the program, duration of the program, and wages will be recommended to management by the Regional Craft Training Committee and Manager/Foreman/team lead, and be based on the amount of relevant experience the applicant has and the amount of additional training required. An outside applicant entering the program with a two-year requirement shall receive 90% of journeymen wages for the craft he/she is entering and be eligible for a 2.5% increase every six months. A Western employee entering the program shall remain at the Journeyman pay level for the Region to which assigned if it is greater than the 90% wages. If an employee is placed at a step with less than 2 years to complete (minimum set at six months), he/she shall receive wages commensurate with that step.

Section 7.4: **Wage Differentials for Apprentices.** The following rates apply to Western's Apprentices and are percentages of the corresponding journeyman lineman, Electrician, Meter and Relay, and Electronic Equipment Craftsmen rates.

Step 1	65%
Step 2	70%
Step 3	74%
Step 4	78%
Step 5	82%
Step 6	86%
Step 7	91%
Step 8	95%

Section 7.5: **Wage Differentials.** The following rates apply to Western's journeyman scale:

Aerial Observer	106%	
Electronic Equipment Craftsmen	106%	
Meter & Relay Craftsmen	106%	
Meter Craftsmen	100%	
Communication Craftsmen		100%
Heavy Equipment Mechanic	-\$1.00	
Heavy Equipment Operator	-\$1.00	
P&C Craftsmen	110%	
Converter Technician	108%	

Temporary Laborer

45%

**SUPPLEMENTARY LABOR AGREEMENT NO. 3**  
**WAGE SCHEDULES**

The parties recognize that this bargaining relationship is governed by the provisions of the Federal Service Labor-Management Relations Statute (5 U.S.C. 71) as effectuated by the Civil Service Reform Act (Public Law 95-454). Section 704 of the Act provides specific statutory authority for the negotiation of wages, terms, and conditions of employment and other employment benefits negotiated by employees in the unit in accordance with prevailing practices in the private sector of the economy.

Predicated upon the authorities cited above, the following principles will apply with respect to wage schedule negotiations:

1. The rates of pay for unit employees will be fixed and adjusted on an annual basis as nearly as is consistent with the public interest in accordance with prevailing rates.
2. There will be relative differences in pay when there are recognizable differences in duties, responsibilities, and qualification requirements among positions.
3. The level of rates of pay will be maintained in line with prevailing levels for comparable work within each region.
4. The level of rates of pay will be maintained so as to attract and retain qualified employees, insofar as this is within the authority of the agency to accomplish.

Wage schedule negotiations will be initiated in accordance with Article 17, "Negotiations", and Article 19, "Effective Date and Duration." Negotiating teams will be limited to no more than six members who will be designated in writing by the parties prior to the beginning of negotiations. Union representatives who are employees of Western will be granted official time for actual negotiations if they otherwise would be in a duty status. The annual effective date for wage schedule adjustments will be the first pay period following either October 1 or the date the wage schedule is approved by the Administrator of Western, whichever is later, unless agreed otherwise by the parties.

The specific methodology for wage schedule negotiations shall not be predetermined in this agreement but rather shall remain flexible to allow maximum latitude in achieving the principles listed above. However, these factors will be followed in all wage schedule negotiations:

1. The parties shall conduct joint surveys to obtain information to be used in negotiations. Each party will pay the cost of its own participation.
2. Individual craft rates for Western will be based on job-by-job survey analysis and job matches.
3. A minimum of 2 utility companies within each region of the Employer will be included in the survey conducted by Western. Prevailing rate calculations for each region shall be based on rates of pay for comparable positions within that Region.
4. In the event that agreement on a wage schedule cannot be achieved during negotiations, either party may request the Federal Mediation and Conciliation Service to provide mediation services.
5. Should the mediator fail to successfully facilitate the resolution of the wage increase, the parties may refer the issue to arbitration.
6. Western shall develop appropriate hours codes for all additions to premium and pay status proposals as agreed to



and ratified in the agreement.

List of Utilities to be Surveyed

No later than February 28<sup>th</sup> each year of this contract, either party may request that survey companies be renegotiated for each Region. If neither party requests to renegotiate survey companies, the previously mutually agreed to companies will be used for surveying the Lineman and the Electrician occupations to obtain pertinent salary information and comparable positions which will be used to negotiate a new pay schedule.

Upper Great Plains Customer Service Region:

1. Xcel Energy Minneapolis (Previously NSP) (IBEW Local 160)
2. Northwestern Energy (Previously MPC) (IBEW Local 44)

Sierra Nevada Customer Service Region:

1. Pacific Gas and Electric Company (IBEW Local 1245)
2. Sacramento Municipal Utility District (IBEW Local 1245)

Rocky Mountain Customer Service Region:

1. Rocky Mountain Power (Previously PPL) (UWUA Local 127)
2. Tri-State Generation and Trans. Inc. (IBEW Local 111)
3. Xcel Energy (IBEW Local 111)

Desert Southwest Customer Service Region:

1. Arizona Public Service Company (IBEW Local 387)
2. Salt River Project Agri. Imp. And Power District (IBEW Local 266)

Five -Year Agreement

This Supplementary Agreement has a five -year duration period.

**Wage Schedule**

WAGE SCHEDULE INCREASE 10/12

	<u>UGPR</u>	<u>SNR</u>	<u>RMR</u>	<u>DSW</u>
Lineman/Electrician	2.75%	3.76%	1.38%	1.0%
	40.82	50.19	40.00	42.15

**\*\* Wages for October 2013 through the duration of this contract shall be subject to a yearly wage opener.**

