

**GENERAL LABOR-MANAGEMENT AGREEMENT**

between the

**BUREAU OF RECLAMATION**

**UNITED STATES**

**DEPARTMENT OF THE INTERIOR**

and the

**INTERNATIONAL BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**LOCAL NO. 1823**

covering

**HOURLY WAGE EMPLOYEES OF THE**

**ENGINEERING AND RESEARCH CENTER**

**Denver, Colorado**

**1979**

# **BASIC LABOR AGREEMENT**

## **PREAMBLE**

This Basic Labor Management Agreement and such supplementary agreements as may be agreed upon from time to time, together constitute a collective bargaining agreement between the Engineering and Research Center, Bureau of Reclamation, U.S. Department of the Interior, and the International Brotherhood of Electrical Workers, Local No. 1823, which has been recognized as the exclusive representative of all nonsupervisory hourly employees not subject to part 511, title 5, of the United States Code, employed at the Engineering and Research Center.

As used herein, the terms "union" and "local" refer to Local 1823 of the International Brotherhood of Electrical Workers; and the terms "E&R Center" and "Bureau" refer to the Engineering and Research Center, Bureau of Reclamation, U.S. Department of the Interior; and the term "agreement" unless modified refers to the entire Collective Bargaining Agreement of which this Basic Agreement is a part.

## **1. COMPLIANCE**

1.1 It is recognized that in negotiating with employees and their representatives and in administering all matters covered by this agreement, both management and employees are governed by existing or future laws and the regulations of appropriate authorities, including those portions of chapter 71 of title 5 of the United States Code not inconsistent with section 704 of Public Law 95-454; policies set forth in the Federal Personnel Manual; published Departmental and Bureau policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

1.2 In the event that any such law, regulation, or policy binding on the E&R Center is hereafter enacted or issued and is inconsistent with any of the provisions of this agreement, or of any recorded understanding hereunder, the E&R Center shall promptly notify the Union, and the Union and the E&R Center 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

1.3 Every Supplementary Agreement entered into by the Union and the E&R Center, or any determination or other recorded understanding made by any committee or board pursuant to the provisions of this Basic Agreement, or to the provisions of any supplementary agreement, shall be deemed to be a supplement hereto and subject to the provisions herein.

1.4 All provisions requiring the approval of the Office of the Secretary of the Interior, pursuant to the Departmental Manual, are included in this Basic Agreement. After having been signed by members of both negotiating committees and approved by the Chief, Division of Management Support, this Basic Agreement shall become effective upon approval by the Office of the Secretary of the Interior and the President of the International Brotherhood of Electrical Workers. It shall remain in effect for 1 year and thereafter until modified or revoked. Modification shall become effective only after approval by the Office of the Secretary of the Interior.

1.5 Supplementary Agreements to this Basic Agreement shall be signed by the members of both negotiating committees. All Supplementary Agreements, except wage schedules, will become effective upon approval unless otherwise specified. Supplementary wage schedules shall become effective at the beginning of the pay period following date of approval. Such Supplementary Agreements shall automatically be renewed from year to year unless modified or revoked.

1.6 Once each year the Union and the E&R Center may negotiate revisions or additions to this agreement, provided that notification stating the nature of the revisions or additions desired is given to the other party not less than 60 days before the anniversary date of this agreement.

1.7 Either party may terminate this entire agreement or any supplementary agreement by serving written notice to the other party 60 days in advance of the anniversary date of such agreement: Provided, that the E&R Center may terminate this Basic Agreement only with the approval of the Office of the Secretary of the Interior.

## 2. PUBLIC PURPOSES AND ACCOMPLISHMENTS

2.1 It is recognized that the Bureau is an agency of the Government of the United States; that it is dedicated to the accomplishment of the public purposes for which it has been created and to the discharge of its public duties and responsibilities.

2.2 The E&R Center and the Union also recognize that they have a common interest and that their common interest will be furthered and extended by the establishment and maintenance of a constructive and cooperative relationship.

2.3 Therefore, the E&R Center and the Union hereby agree to establish the conference and consultive machinery and procedure hereinafter provided for the following purposes:

1. To provide for fair and reasonable rates of pay in accordance with prevailing rate principles;

2. To provide for reasonable work schedules and other working conditions;
3. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives;
4. To facilitate the adjustment of all grievances and misunderstandings related to matters covered by this agreement;
5. To provide a systematic means for cooperation between the Bureau officials and employees; and
6. To promote the highest degree of efficiency, safety, and responsibility in the performance of the work and the public purposes of the organizational segments involved.

### 3. MANAGEMENT RESPONSIBILITIES

3.1. Agreements reached herein shall not impinge upon or diminish the rights and obligations of management officials to exercise their basic responsibilities which include but are not limited to the following:

1. Direct, employees of the bargaining unit.
2. Hire, promote, transfer, assign, and retain employees in positions within the bargaining unit, and to suspend, demote, discharge, or take other disciplinary action against employees for proper cause.
3. Relieve employees from duties because of lack of work or for other legitimate reasons.
4. Maintain the efficiency of E&R Center operations.
5. Determine the methods, means, and numbers and kinds of personnel by which operations are to be conducted.
6. Provide reasonable standards and rules for employee safety in accordance with the needs to be met and the hazards that are encountered.
7. Take whatever actions may be necessary to carry out their assigned mission in situations of emergency. When practicable, within the time limits dictated by the emergency, management officials shall confer with the labor representatives prior to taking action which would alter or violate previous commitments.

#### 4. MEMBERSHIP AND LOCAL REPRESENTATIVES

4.1 Employees or applicants shall not be required to become or to 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.

4.2 Employees shall not be discriminated against by the parties to this agreement because of membership or nonmembership in the Union. The Union is entitled to act for and to negotiate agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

4.3 The E&R Center agrees that to enable the officers and representatives of the Union to discharge their obligations and responsibilities under this agreement, they shall be permitted reasonable time and opportunity to meet and discuss matters pertaining to this agreement with Bureau officials and supervisors during working hours and to process grievances without taking leave or leave without pay.

4.4 It is understood and agreed that the employees covered by this agreement do not have any rights individually or collectively to strike, to cease work, or otherwise interfere by concerted action in any way with the expeditious accomplishments of assigned work or the public purposes for which the organizational segments affected by this agreement have been established.

#### 5. NEGOTIATIONS

5.1 For the purpose of negotiating this Basic Agreement and any Supplements thereto, the E&R Center and the Union shall be represented by negotiating Committees of not to exceed three Employee members each, appointed by the Union and the E&R Center. In addition, the Union Business Manager, or his representative, may participate, and other representatives of the E&R Center or the Union may attend the conference. Employees from the bargaining unit, other than the three members of the Union's negotiating committee, who attend the conference, shall be charged with annual leave or leave without pay. Each of the three bargaining unit members of the negotiating committee shall be on official time for all time spent negotiating basic agreements, supplementary agreements, and wage supplements, including attendance at impasse proceedings, during the time the employee otherwise would be in a duty status.

5.2 Rates of pay and working conditions affecting employees covered by this agreement are determined through the process of collective bargaining. Both parties shall be guided by the principle of prevailing practices for similar job classifications and work activities in the appropriate labor market area as defined in Bureau Instructions.

5.3 Prior to such negotiations, the E&R Center and the Union shall set up a joint fact-finding committee for the purpose of establishing any relevant facts pertaining to rates of pay, job comparability, and working conditions.

Consideration shall be given by the negotiating committees in their negotiations to any facts so established and to such other evidence as may be submitted by either party, providing such evidence is submitted during the fact-finding time prior to actual negotiations; this provision may be waived, however, by mutual agreement.

5.4 For the purpose of joint wage surveys, E&R Center employees, acting in behalf of the Union, shall be granted official duty time to participate in such joint wage surveys.

5.5 Wage rates for new classifications which may be established between regular negotiating conferences shall be negotiated by the Chairmen of the two negotiating committees and submitted to the Chief, Division of Management Support, for approval.

5.6 Rates of pay and working conditions already in effect and not inconsistent with the provisions of this agreement are hereby adopted and will remain in effect until modified or amended.

5.7 Working rules and rates of pay negotiated under this agreement shall be promulgated in the form of Supplements to this Basic Agreement.

## 6. NEGOTIABILITY AND IMPASSE RESOLUTION

6.1 When a dispute develops in connection with the negotiability of proposals, whether they are contrary to law or to agency regulations or regulations of other appropriate authorities, and therefore not negotiable, either party shall have the right to refer such dispute to the Director of Personnel Management of the Department for an expeditious determination.

6.2 The Union may petition the Federal Labor Relations Authority for review of the decision of the Department Director of Personnel Management within 15 calendar days of the date of the decision when it disagrees with the Director's determination that the proposal would violate applicable law, regulation, or order; or when it believes that the Department's regulations, as interpreted by the Director, violate applicable law, regulation, or order.

6.3 When impasse is reached in direct negotiation, the E&R Center and/or the Union shall request the services of the Federal Mediation and Conciliation Service.

6.4 If efforts to bring about agreement through mediation are not successful, the impasse may be submitted by either party to the Federal Services Impasse Panel for consideration of the merits, and their decision shall be binding on both parties. All material filed with the Federal Services Impasse Panel as pertinent to the dispute by either the E&R Center or the Union shall be furnished to the other party.

## 7. GRIEVANCE PROCEDURE

7.1 The Employer and the Union recognize the importance of settling disagreements and misunderstandings orderly, promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

7.2 Any employee, group of employees, or the Union covered by this Agreement, may present any grievance growing out of the application or interpretation of this agreement. Unresolved questions as to whether or not a grievance is on a matter subject to the negotiated grievance procedure may be referred by either the Union or the Employer or both to an arbitrator selected by the Union and the Employer for decision within 60 days of final rejection of the grievance by the Chief, Division of Management Support. Grievances not subject to the negotiated grievance procedure may be taken up under the Department grievance procedure or statutory appeal procedures. The aggrieved employee may be represented under the Bureau procedure or other special procedures by any representative of his choosing including a Union representative.

7.3 Employee representation is restricted to the exclusive union or a representative approved by the exclusive union when presenting a grievance under the negotiated procedure. An employee may also present his own grievance using the negotiated procedures without representation. However, the right of employee to present his own grievance is restricted by the requirement that the exclusive union must be given an opportunity to be present at the adjustment and the adjustment may not be inconsistent with the terms of the agreement.

### 7.4 GRIEVANCE PROCEDURE STEPS

Step 1. Every effort shall be made to settle grievances informally at the lowest possible level. The employee shall discuss his grievance with his immediate supervisor or with the first- or second-level management official over the immediate supervisor, or with the Personnel Officer. The employee must discuss his grievance with one of the above officials within 30 calendar days of the alleged agreement violation, or the grievance may be rejected as untimely. The management official handling the grievance shall respond within 10 working days of the informal presentation.

Step 2. If steps taken to informally settle an employee's grievance are not successful, within 14 calendar days of completing step 1, it may be formally submitted through supervisory channels to the Chief, Division of Management Support.

The formal grievance must be in writing, and it must contain the name of the aggrieved; the specific action, circumstance, or condition giving rise to the grievance, the date, time, and place of its occurrence or existence; the provisions of the Agreement believed to have been violated or improperly interpreted or applied; the steps taken to secure a resolution of the complaint by informal means; the corrective action desired; and the name of the representative, if any, who will present the grievance; and must be signed by the aggrieved.

If the aggrieved employee wishes to discuss the substance of his grievance or have his representative do so with the management official having responsibility to investigate and consider it, the written statement of the grievance must so state. Otherwise, the grievance may be considered on the basis of other evidence available to or developed by investigation by the official considering it.

Step 3. If the Chief, Division of Management Support, is not successful in settling the grievance within 10 working days after receipt, it may be referred to a Joint Grievance Board.

The Joint Grievance Board shall consist of four members, two selected by the Employer. The Board shall formulate rules for the conduct of its proceedings. The Board shall attempt to formulate a settlement acceptable to a majority of its four members. The settlement is final and binding provided that it conforms to the terms of this agreement, any supplements, and all applicable laws, regulations, executive orders, and formalized agency policies.

Step 4. If the Board is unable to reach agreement within 20 working days after receiving the grievance, they shall notify the Union and the Employer. The Union may, within 5 working days, then submit the grievance to an arbitrator selected by the Union and the Employer.

If agreement cannot be reached on selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons who are qualified to act as arbitrators. The parties shall meet within 3 working days following the receipt of such list. If they cannot agree upon one name from the list of arbitrators, the Employer and the Union will each strike one name from the list of five and shall then repeat this procedure. The person whose name remains on the list shall be the duly selected arbitrator; provided that he agrees to render a decision or award within 3 months from the date of the arbitration hearing. If the arbitrator is unable to do so, another arbitrator will be selected by the method above.

An arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement or any supplementary agreement.

In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. An arbitrator's decision shall be final and binding on management, the union, its members, and the employee or employees involved; provided that it does not require action that would violate an applicable law, regulation, or order.



Each party shall bear the expenses of preparing and presenting its own case, and one-half the expense of arbitration.

Step 5. Either party may petition the Federal Labor Relations Authority for review of the arbitrator's award within 20 calendar days of its date, on the basis that the award requires action that would violate an applicable law, regulation, or order.

## 8. UNION REPRESENTATIVES AND SHOP STEWARDS

8.1 The Bureau agrees that, to enable the Union and its officers to meet and discharge their obligations under this agreement, authorized Union representatives other than Bureau employees shall be permitted to visit the places of work of the Bureau during working hours so long as there is no disruption of work operations. This Section, however, specifically prohibits the use of official duty time for solicitation of membership, dues, and the conduct of internal employee organization business. Union representatives shall make their presence known to management upon their arrival.

8.2 Shop Stewards shall be designated by the Union and the Union shall provide the Bureau with their names, which shall be posted on appropriate bulletin boards. The number of stewards shall be the number reasonably required.

8.3 Shop Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union under this Agreement and the Bureau agrees that there shall be no discrimination against a Shop Steward because of the performance of such duties.

8.4 Shop Stewards shall be granted a reasonable amount of time to enable them to handle grievances during normal working hours. They shall obtain permission of their supervisor and the chief of the branch they desire to visit prior to leaving their work area. It is understood that permission will normally be granted in the absence of compelling circumstances.

## 9. BULLETIN BOARDS

Space on bulletin boards shall be made available to the Union for posting of official Union bulletins, provided that the posting of such bulletins is not contrary to Federal laws or regulations. All Union notices must be approved for posting by the Chief, Personnel Management Branch, or someone designated by him for that purpose.

## 10. EMPLOYEE-MANAGEMENT COOPERATIVE COMMITTEES

10.1 In order to achieve the fullest possible benefit from employee-management cooperation, there shall be established Joint Employee-Management Cooperative Committees. Such committees shall be composed of an equal number of representatives chosen by the Union and the Employer, not to exceed a total of six, with an alternate for each member.

10.2 These committees shall have power of self-organization and shall record all proceedings. They shall give consideration to such matters as the elimination of waste, the conservation of materials and supplies, the improvement in quality of workmanship and services, the promotion of education and training, the encouragement of courtesy in the relations of employees with the public, the safeguarding of health, the prevention of hazards to life and property, the betterment of employment conditions, and the strengthening of morale. These committees shall have the prerogative of making recommendations on matters considered, but shall not consider or act on matters that are subject to negotiation, such as grievances, disputes, or matters relating to terms of this Agreement.

## 11. DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be given to each employee within the bargaining unit and a copy shall be posted at each place at which these employees report for work.

IN WITNESS WHEREOF the parties hereto have entered into this Basic Agreement this 4th day of December 1979.

FOR THE E&R  
CENTER

FOR THE UNION

  
Chairman

  
Chairman

  
Member

  
Member

  
Member


  
Member


  
Chief, Division of Management Support

  
Business Manager

Approved: January 10, 1980

Approved: January 8, 1980

  
Director, Office of  
Personnel Management

  
President, International  
Brotherhood of Electrical  
Workers

**SUPPLEMENTARY LABOR-MANAGEMENT  
AGREEMENT NO. 1**

between the

**ENGINEERING AND RESEARCH CENTER**

**BUREAU OF RECLAMATION**

**UNITED STATES**

**DEPARTMENT OF THE INTERIOR**

and the

**INTERNATIONAL BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**LOCAL NO. 1823**

covering

**GENERAL WORKING CONDITIONS OF**

**HOURLY WAGE EMPLOYEES OF THE**

**ENGINEERING AND RESEARCH CENTER**

**Denver, Colorado**

**Effective June 23, 1980**

## GENERAL WORKING CONDITIONS

Pursuant to sections 1.2, 1.3, 1.5, 3.3, and 6.6 of the General Labor-Management Agreement between the E&R Center, Bureau of Reclamation, U.S. Department of the Interior, and the International Brotherhood of Electrical Workers, Local No. 1823, the joint negotiating committees have met and made the following determinations regarding the working rules and general working conditions applicable to employees covered by such agreement:

### 1. APPOINTMENT, TENURE, AND SECURITY

1.1 It is the objective of the E&R Center to provide permanent and continuous employment for hourly wage employees consistent with statutory and budgetary limitations the Bureau's personnel requirements. Where and whenever possible, such employees will receive appointments which will afford greatest job security.

1.2 The E&R Center will select all new employees in accordance with the provisions of the Civil Service Act and the regulations of the Office of Personnel Management and the Bureau of Reclamation. Such selections will be made on the basis of merit and efficiency as determined by such factors as ability, skill, diligence, training, and experience, without regard to race, religion, color, sex, national origin, age, mental or physical handicaps which do not prevent performance of duties, marital status, lawful political affiliation, political or personal favoritism, and the rights of veterans will be safeguarded.

1.3 The E&R Center agrees that in the event temporary employees are to be employed in the absence of appropriate Civil Service eligible lists, or on a strictly temporary basis for the duration of the job, the Union will be notified, among other agencies, so that qualified persons may be directed to the sources through which such employees are obtained.

1.4 No employee or applicant for employment shall be required to join or refrain from joining any organization entitled to represent employees as a condition of employment, promotion, demotion, transfer, retention, or termination of service. Moreover, there shall be no discrimination against any employee by either the E&R Center or the Union because of membership or nonmembership in any Union, nor shall such membership be encouraged or discouraged by anyone in the E&R Center acting in a supervisory capacity.

1.5 Adverse actions and reductions in force shall be in accordance with applicable rules and regulations of the Office of Personnel Management and the Bureau of Reclamation and the Veterans Preference Act of 1944, as amended. The E&R Center agrees to give the Union advance notice, consistent with sound management, of contemplated reductions in force.

## 2. MERIT PROMOTION AND REASSIGNMENT

2.1 All promotions will be made in accordance with Civil Service Regulations and the Bureau Merit Promotion Plan. All promotional opportunity vacancy notices shall be posted on bulletin boards as expeditiously as practical, so that all interested and qualified employees may compete for the openings. In selecting an employee from a group of applicants for promotion, ability and other factors being equal, seniority based on total service with the Bureau shall govern. The Union will be consulted in connection with any proposed change in the Bureau Merit Promotion Plan affecting its members.

2.2 In line with the Bureau's fundamental right to determine the methods, means, and numbers and kinds of personnel by which operations are to be conducted, the E&R Center retains the right to reassign employees into vacancies when the same or higher rates of pay are involved. In such cases, and particularly when the reassigned employee has had little, if any, experience directly related to the new job, he shall be given a reasonable break-in period with an experienced employee.

## 3. SAFETY AND HEALTH

3.1 The E&R Center will endeavor to comply with applicable laws and regulations relating to the safety and health of employees and will take such additional steps as may be necessary to make adequate provisions therefore.

3.2 Employees shall comply with the safety rules of the E&R Center.

## 4. TOURS OF DUTY

4.1 Normal tours of duty shall be 5 consecutive 8-hour days. The E&R Center agrees to make every effort to have such duty tours begin on Monday and run through Friday of each week, with the working hours beginning at 7:30 a.m. and ending at 4:00 p.m., including 30 minutes for lunch; however, when necessary, it reserves the right to make variations in such normal tours of duty.

## 5. PREMIUM RATES (OVERTIME, CALLOUT TIME, NIGHT DIFFERENTIAL, ETC.)

5.1 Employees shall be compensated for all authorized work in excess of the regular tour of duty of 8 hours per day or 40 hours per week at overtime rates, which shall be at least 1-1/2 times the basic rate of pay. Overtime or other premium rates will be negotiated and incorporated in the Supplementary Labor-Management Agreement providing for the wage schedules.

5.2 Employees required to report for work after having been relieved from their regularly scheduled tour of duty shall receive a minimum of 2 hours' pay at the overtime rate, even though the actual work is less than 2 hours.

5.3 Should it become necessary for employees to work regularly scheduled tours of duty at night, the night differential will be negotiated and incorporated in a Supplementary Labor-Management Agreement providing for wage schedules.

## 6. PAYROLL DEDUCTIONS FOR UNION DUES

6.1 Eligibility. Under regulations issued by the U.S. Office of Personnel Management, the Department of the Interior, and the Bureau of Reclamation, any employee of the Bureau covered by this agreement, who is a member in good standing in the Union, may authorize an allotment of pay for the payment of his dues for such membership, so long as such Union maintains exclusive or formal recognition, provided:

- a. The employee has voluntarily completed, on Standard Form 1187, a request for such allotment of his pay.
- b. He regularly receives a normal amount of pay on the regularly scheduled paydays and such pay is sufficient, after other legal deductions, to cover the full amount of the allotment.

6.2 Authorization The procedure and effective dates of authorization shall be as follows:

- a. The Union will inform each of its members regarding the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the procedure for revoking an authorization.
- b. The Union agrees to purchase and distribute to its members the prescribed authorization form (SF 1187) and to receive completed forms from members who request allotment.
- c. The Union will process completed authorization forms by completing section A thereof and is responsible for ascertaining that the employee is a member of the Union in good standing. Certified authorization forms will be submitted to the E&R Center Personnel Office for further handling.
- d. Deductions from the salaries of employees shall begin on the pay period following the one in which their authorizations are received.

e. The Bureau agrees to maintain in the Personnel Management Branch a supply of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and inform all members of the Union where they may be obtained upon request. However, the Bureau will not refuse to revoke an allotment when requested in writing in another form by an employee.

6.3 Withholding. Deductions shall be made each pay period. The amount to be withheld shall be the amount authorized by the member and certified by the Union on SF 1187, which amount shall be sufficient to maintain him as a member of the Union in good standing, exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of the dues is changed by the Union, the E&R Center will be notified in writing by the Union of the rate and the effective date of the newly established dues. The amended amount will be withheld beginning the next pay period following date of receipt by the E&R Center, or a later payroll period if requested by the Union. Only one such change may be made in any pay period of 12 consecutive months.

6.4 Termination of Allotment the Bureau will terminate an allotment:

- a. When the Union loses the required recognition under any of the conditions specified in Chapter 71 of Title 5 of the United States Code.
  - b. When the employee leaves the bargaining unit.
  - c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.
  - d. After receipt of a written revocation of allotment, effective the beginning of the first full pay period after September 1, or the beginning of the first full pay period one year after initiation of the allotment, whichever occurs later.
- Termination of allotment for causes a., b., and c. above shall be effective at the end of the pay period covered by the payroll deduction in which loss of eligibility occurs.

6.5 Remittance of Dues Withheld As soon as possible following completion of each pay period, the E&R Center's Accounting Branch will remit the amount due to the officer of the Union designated to receive remittances. Each remittance check will be accompanied by a listing of employees' names and amounts withheld.

6.6 Required Notices The Union and the E&R Center agree to issue the following written notices:



- a. The Union is to notify the E&R Center of the amount of regular monthly dues and the name and address of the officer of the Union designated to receive remittances.
- b. The Union will notify the E&R Center within 5 workdays when an employee with a current allotment authorization ceases to be a member in good standing.
- c. The Union will send to the E&R Center within 5 workdays any written revocation of allotment received by the Union.
- d. The E&R Center will send to the Union within 5 workdays a copy of each written revocation of allotment it receives.

## 7. FRINGE BENEFITS

7.1 The following fringe benefits will continue to be extended to those employees covered by the General Labor-Management Agreement who are eligible therefore under the provisions of applicable laws, Civil Service rules and regulations, Interior Department regulations, and Bureau Instructions:

- a. Federal Employee Compensation Benefits.
- b. Federal Employee Health Benefits.
- c. Federal Employee Group Life Insurance.
- d. Retirement Benefits.
- e. Social Security Benefits, where applicable.
- f. Unemployment Compensation.
- g. Sick Leave.
- h. Annual Leave.
- i. Military Leave.
- j. Leave Without Pay.
- k. Per Diem.
- l. Severance Pay.

7.2 The E&R Center agrees to periodically issue to all employees such local regulations, interpretations, and instructions as are necessary to keep employees currently informed and to properly administer these fringe benefits. Employees are expected to comply with these regulations and instructions.

#### 8. GENERAL EMPLOYEE BENEFITS

8.1 In addition to the benefits specifically set forth in this agreement, employees covered by this agreement are entitled to other applicable privileges and benefits accruing to Civil Service employees generally.

#### 9. EFFECTIVE DATE

9.1 Unless otherwise specifically set forth in this Supplementary Agreement, the effective date of the provisions herein shall be the date of approval.

IN WITNESS WHEREOF the parties hereto have entered into this Supplementary Agreement this 23rd day of June, 1980.

FOR THE E&R  
CENTER

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

FOR THE UNION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Executed and approved June 23, 1980.

\_\_\_\_\_  
Chief, Division of

\_\_\_\_\_  
Business Manager Management Support

**SUPPLEMENTARY  
LABOR-MANAGEMENT  
AGREEMENT NO. 2**

Between the  
**ENGINEERING AND RESEARCH CENTER  
BUREAU OF RECLAMATION  
UNITED STATES  
DEPARTMENT OF THE INTERIOR**  
and the  
**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL NO. 1823**  
covering  
**WAGE RATES**  
of  
**HOURLY WAGE EMPLOYEES OF THE  
ENGINEERING AND RESEARCH CENTER**  
Denver, Colorado  
1982

## WAGE SCHEDULE

Pursuant to article 5 of the Basic Labor Agreement between the Department of the Interior, Bureau of Reclamation, Engineering and Research Center, and the International Brotherhood of Electrical Workers, Local No. 1823, approved January 10, 1980, and article 5 of Supplementary Labor Agreement No. 1 thereto, approved June 23, 1980, the following basic hourly wage rates are recommended by the Negotiating Committee for the following classifications:

<u>Classification</u>	<u>Rate eff.</u> <u>8/8/82</u>
Research Lab. Electrician	12.43
WB-2805-00	
Research Lab. Laborer	
WB-3502-00	7.93
Research Lab. Machinest	
WB-3414-00	12.43
Research Lab. Welder	
WB-3703-00	12.43
Research Lab. Sheet Metal Mech.	
WB-3806-00	12.43
Research Lab. Painter	
WB-4102-00	12.43
Research Lab. Wood Crafter	
WB-4605-00	12.43
Research Lab. Carpenter	
WB-4607-00	12.43
Research Lab. Model Maker	
WB-4714-00	12.43

Research Lab. Gen. Equip. Mech. WB-4737-00	12.43
Research Lab. Air-Conditioning Equip. Mech. WB-5306-00	12.43
Warehouse Worker Leader WB-6907-00	10.11
<hr/>	
Warehouse Worker WB-6907-00	9.54
Assistant Warehouse Worker WB-6907-00	7.94
Bindery Helper and Misc. Printing Equip. Operator WP-4402-00	7.38
Offset Press Operator (Grade 9) WP-4417-00	8.95
Offset Press Operator (Grade 7) WP-4417-00	8.06
Misc. Duplicating Equip. Operator WP-4443-00	8.08

In consideration of labor practices in the area, the Negotiating Committee recommends:

1. That employees to whom this schedule applies be compensated for all work in excess of their regular 8 hours per day or 40 hours per week tour of duty (whichever results in the greater number of overtime hours) at the rate of 1-1/2 times the basic rate of pay, except that all overtime work performed on a calendar Sunday be compensated at the rate of two times the basic rate of pay.
2. That employees who are required to work on a legal holiday recognized by Federal Statute or Executive Order be paid at the rate of 1-1/2 times the basic rate of pay in addition to any regular holiday pay to which they may be entitled.

3. That employees who are required to work regularly scheduled tours of duty at night be paid at a base rate equal to regular daytime base rate plus 11 .cents per hour for the second shift (swing) 4 p.m. to 12 midnight, and 17 cents per hour for third shift (graveyard) 12 midnight to 8 a.m. The rate of pay for nonstandard night shifts shall be determined in accordance with instructions in the Federal Personnel Manual and Departmental and Bureau supplements thereto.

IN WITNESS WHEREOF the parties hereto have entered into this Supplementary Agreement this 3rd day of August, 1982

FOR THE E&R  
CENTER

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

FOR THE UNION

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

APPROVED:

\_\_\_\_\_  
Chief, Division of  
Management Support

\_\_\_\_\_  
Chairman Business Manager