



# **General Agreement**

**Bureau of Reclamation**

**Lower Colorado Region**

**Lower Colorado Dams Office**

**And**

**American Federation of Government Employees**

**AFGE Local 1978**

**Bargaining Board Employees**

**Hoover Dam**

**Effective Date April 18, 2007**

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## **PREAMBLE**

### **Section 1 - AUTHORITY AND APPLICABILITY**

This agreement is entered into under the authority granted in Public Law 95-454, and in accordance with the regulations of the U.S. Department of the Interior, and the Bureau of Reclamation. This agreement is applicable to all non-supervisory bargaining board employees of the Lower Colorado Dams Office duty stationed at Hoover Dam. This agreement is made by and between the Bureau of Reclamation, Lower Colorado Region, Lower Colorado Dams Office Boulder City, Nevada hereinafter referred to as the LCDO, and Local No. 1978 of the American Federation of Government Employees, hereinafter referred to as the Union. The U.S. Department of the Interior shall hereinafter be referred to as the Agency.

### **Section 2 - GOOD FAITH**

This agreement is made in good faith to maintain a productive and cooperative labor-management relationship; therefore, all management and Union personnel will adhere to this agreement.

### **Section 3 - COMPLETE AGREEMENT – EXCEPT ANNUAL WAGE SUPPLEMENTS**

This agreement is the basic agreement and is supplemented by a wage agreement. This is the complete agreement between the parties. This agreement replaces and supersedes all basic agreements and memoranda between the parties which were executed prior to this agreement.

### **Section 4 - LOYAL SERVICE TO THE PUBLIC**

The Union agrees to promote the performance of loyal and efficient service by employees of the Unit which it represents. Further, the Union agrees to encourage such employees to use their influence and best efforts to protect the property of the LCDO, and to cooperate in promoting and advancing the welfare of the LCDO and its services to the public. The LCDO and the Union agree that they will mutually cooperate with one another to promote harmony and efficiency among employees.



## **ARTICLE 1**

### **PROVISIONS OF LAWS AND REGULATIONS**

#### **Section 1 - EXISTING OR FUTURE LAWS**

It is agreed and understood by LCDO and the Union that in the administration of all matters covered by this agreement, management officials and employees are governed by the applicable existing or future laws or regulations of the Federal Government, including but not restricted to Public Law 95-454; including but not limited to Chapter 71; the Boulder Canyon Project Adjustment Act 54; Statute 774; and those rules and regulations issued by the Federal Labor Relations Authority, the Office of Personnel Management, the Department of the Interior, the Bureau of Reclamation and its Regional Office.

#### **Section 2 - GOVERNMENT-WIDE RULE OR REGULATION**

Should any conflict arise in the administration of this agreement between the terms of this agreement and any Government-wide rule or regulation such as the Code of Federal Regulations or Policy Letters, Manuals (other than a rule or regulation implementing 5 U.S.C. 2302), issued after the effective date of this agreement, the terms of this agreement will supersede and govern.

#### **Section 3 - LCDO POLICY**

In any conflict between the terms of this agreement and any provision of Policy Letters, Manuals, etc., regardless of date of issuance, the terms of the agreement will govern.

#### **Section 4 - EFFECT OF INVALIDATION**

Should any part of this agreement or any provision or provisions contained herein be rendered or declared invalid by reason of any of the contingencies referred to in this Article, such invalidation of such provision or provisions of this agreement shall not invalidate those unaffected parts or provisions contained in this agreement and they shall remain in full force and effect.

#### **Section 5 - SCOPE**

The requirements of this Article shall apply to all supplemental agreements between the parties.

#### **Section 6 - INTENT OF RESTATEMENT**

In a number of the provisions of this agreement, statutes or regulations are restated for the convenience of the parties and the employees covered by the agreement. In restating the provisions of such statutes and regulations, some minor changes to the statutory and regulatory language have been made for clarity or to place that language in context. These wording changes are not intended to change the meaning of the language in question. However, should there be any conflict between the language of this agreement and the language of applicable statutes, or regulations in effect at the time the agreement became effective, the language of the statutes and regulations are controlling.



## **ARTICLE 2**

### **RIGHT TO UNION REPRESENTATION**

#### **Section 1 - WEINGARTEN RIGHTS**

The Civil Service Reform Act gives employees in units represented by an exclusive labor organization the right to request Union representation at an examination by a representative of the agency in connection with an investigation if the employee believes the examination may result in disciplinary action.

Section 7114(a) of the Civil Service Reform Act of 1978 states that:

(2) An exclusive representative of an appropriate unit by a representative of the agency in connection with an investigation at --

(B) Any examination of an employee in the unit by a representative of the agency in connection with an investigation if --

(i) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) The employee requests representation.

#### **Section 2 - ANNUAL NOTICE**

The Employer will advise employees in the unit of this right annually.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **Section 1 - RESERVED MANAGEMENT RIGHTS**

Nothing in this Contract shall affect the authority of any LCDO officials:

1. To determine the mission, budget, organization, number of employees and internal security practices of the LCDO; and
2. In accordance with applicable laws:
  - a) To hire, assign, direct, lay off and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b) To assign work, to make determination with respect to contracting out and to determine the personnel by which LCDO operations shall be conducted;
  - c) With respect to filling positions, to make selections for appointment from:
    - i) Among properly ranked and certified candidates for promotion; or
    - ii) Any other appropriate source; and
  - d) To take whatever action may be necessary to carry out the functions of the Agency during emergencies.

## **ARTICLE 4 EMPLOYEE RIGHTS**

### **Section 1 - RIGHT TO JOIN AND PARTICIPATE**

Employees covered by this agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in the Civil Service Reform Act of 1978, such rights include the right to:

- a) Representation - To act for a labor organization in the capacity of a representative and the right, in that capacity to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the government, the Congress or other appropriate authorities;
- b) Collective Bargaining - To engage in collective bargaining with respect to conditions of employment through the Union as provided by law and this agreement; and
- c) Fair and equitable treatment - The right to fair and equitable treatment by the employer.

Nothing in this section, or this agreement, authorizes participation in the management of a labor organization by a management official, a supervisor, or a confidential employee, except as specifically provided in the Civil Service Reform Act of 1978, or by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

### **Section 2 - PRIVATE COUNSELING**

Any discussions with individual employees concerning counseling, evaluations, workload review, or disciplinary actions will be conducted so as to insure the privacy of the employee.

### **Section 3 - CONTRIBUTIONS/GIFTS**

The Employer agrees that participation in the Combined Federal Campaign, United States Bond Drives, Blood Donor Drives, and other worthy programs will be on a voluntary basis. Contributions or gifts will be strictly voluntary.

### **Section 4 - RIGHT TO COMMUNICATE**

An employee has the right to communicate with the appropriate member of the following offices concerning individual personnel matters:

- a) The servicing Human Resources Office(s);
- b) The EEO Office or the EEO Officer;
- c) A Supervisor or Management Official of a higher rank than the employee's immediate supervisor;
- d) The appropriate official in the Safety and Health Office.
- e) Officials of AFGE Local 1978

Employees are encouraged (but not required) to initiate such individual personnel matters with First-Line Supervisors and to follow the chain of command where appropriate.



## **ARTICLE 5 UNION RIGHTS**

### **Section 1 - EXCLUSIVE REPRESENTATIVE**

The Union is the exclusive representative of the employees in the unit and is entitled to act for and represent the interests of all employees in the unit.

### **Section 2 - REPRESENTATION AT FORMAL DISCUSSIONS**

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

The Union representative will receive reasonable advance notice (written or oral) of such formal discussions. The Union will receive copies of documents supplied to employees at the time of the discussion. Except in circumstances in which an urgent operational need to act quickly requires a shorter period or a shorter period is mutually agreed to by the parties, reasonable notice will mean not less than 24 hours.

### **Section 3 - REPRESENTATION AT INVESTIGATORY INTERVIEWS**

If a management official is considering a disciplinary action against an employee, prior to interviewing the employee, he/she will be informed of their right to Union representation. If the employee requests representation, the interview will be postponed for a reasonable period of time to allow a Union representative to be present.

### **Section 4 - RIGHT TO PRESENT VIEWS**

The Union shall have the right to present its views and request bargaining, orally or in writing, to the Employer on any matters of concern regarding personnel policies and practices and matters affecting working conditions. As outlined in, but not limited, to 5 U.S.C. 7106 (b) (1), (2) & (3).

Employees covered by this agreement are not free to strike or to interfere in any way with the orderly performance of the work of LCDO. However, employees have the right to establish informational pickets provided that these do not disrupt LCDO operations.

The Union has the right to organize the bargaining unit and to designate representatives of its own choosing for the purpose of collective bargaining, the prosecution of grievances, and employee-management relations without fear of restraint, interference, coercion, or discrimination.

The Union's responsibility to employees is limited to those matters on which the Union is the exclusive representative: collective bargaining and the grievance and arbitration process. The Union is not required to represent or assist employees in any other matters, such as proposed disciplinary or adverse actions, Merit Systems Protection Board appeals, Agency EEO complaints, workers compensation claims and other appeal procedures. Employees with questions regarding the Union's obligation of fair representation may contact a Union representative.

## **Section 5 - UNION REPRESENTATION AND OFFICIAL TIME**

Employees serving as elected or designated officials of the Union may be granted leave without pay or annual leave for Union purposes to attend national conventions, District or Council meetings, or Union sponsored training sessions in the event that all accrued bank hours have been exhausted. Requests must be endorsed by the President of the Union and submitted through the first-line supervisor to the Administrative Officer no less than 10 calendar days in advance.

Extended leave without pay may be granted to an employee who has been elected or appointed to a full-time position in the Local, District, or National Union organization. Requests will be considered on an individual basis.

## **Section 6 - OFFICIAL TIME**

Official time for representational functions performed by Union officers and stewards will be authorized for:

- a) Representation in grievances, discrimination complaints and appeals.
- b) Representation of the Union in labor-management meetings with the employer pursuant to Article 7 - Labor-Management Cooperation.
- c) For representation at Arbitrations and statutory appeal hearings.
- d) Representation at adjustment of grievances, disciplinary or adverse actions that affect bargaining unit employees.
- e) Attendance at committee meetings as the designated Union representative.
- f) Review of and response to memoranda, letters, and requests from the employer, as well as proposed new instructions, manuals, notices, etc., that affect personnel policies, practices or working conditions.
- g) Acting as a technical advisor or assistant employee representative in hearings. There shall be a limit of one representative so designated at a proceeding.
- h) Attending hearings or meetings in the capacity of an observer where bargaining unit employees have elected to pursue a grievance without Union representation.
- i) Responding to requests for information from members of Congress and/or testifying before Congress.
- j) Participation in labor-management partnership activities, proceedings and endeavors.
- k) Performing those functions stated elsewhere in this agreement for which official time has been expressly provided.
- l) Participation in lobbying activities associated with the Annual AFGE conference in Washington, D.C. on behalf of unit employees related to working conditions.
- m) Any other statutory entitlement not listed above.

Approval of official time for appropriate Union representational activities other than those specified above will be subject to approval by the Facility Manager.

## **Section 7 - REQUESTING OFFICIAL TIME**

Upon request, and approval by the immediate supervisor or in their absence, the second line supervisor, Union officials may use official time to conduct representational functions where such is authorized pursuant to, and consistent with, applicable statutes, regulations, and executive orders relating to complaints, grievances, appeals and other matters involving dealings with LCDO officials.



When requesting official time, the Union official will inform the supervisor as to the purpose for the use of the time. The request will include the nature of the duties to be performed and will indicate the estimated amount of time to be used.

If the request is approved, the Union official upon completion of the authorized activity and at the time of his or her return to duty will advise his or her supervisor as to the time of his or her return to duty and total number of hours used. When an occasion arises that a request must be denied, in whole or in part, the supervisor will cite the reason for the denial of this Official Time.

The Union official shall not be required to identify a possible grievant at the informal stage of the negotiated grievance procedure until such time as the grievance is officially filed, but shall be required to identify the specific issue being considered. Requests for official time will be acted upon in a timely manner. Adjudication of the request in a timely manner will mean 24 hours or less on consecutive weekdays, excluding weekends or holidays from the time that a request is made with the appropriate management official. Managers will take into consideration the time constraints the Union official may be operating under.

### **Section 8 - TIME MANAGEMENT**

It is agreed that Supervisors and Shop Stewards will exert cooperative efforts to bring about a prompt, equitable and expeditious settlement of grievances and complaints that arise. The Union, in turn, agrees that its officers and shop stewards will guard against the use of excessive time in handling such matters that require absence from their officially assigned duties.

### **Section 9 - INTERNAL UNION ACTIVITIES**

Time off from work granted to Union Representatives and Shop Stewards shall not be used for discussion of any matters connected with the internal management or operations of the Union or any other employee organization; the collection of dues, assessments, or any other funds; the solicitation of memberships; campaigning for elective office in the Union or other employee organizations; the distribution of literature or authorization cards.

### **Section 10 - ABSENCES FOR UNION INITIATED TRAINING**

The LCDO and the Union agree that official time will be granted in accordance with rules and regulations to elected and designated Officials of the Union incident to their receiving information briefing and orientation by the Union, Government agencies, and educational institutions relating to matters within the Civil Service Reform Act. Such matters include but are not limited to, statutory or regulatory provisions relating to pay, working conditions, work schedules, employee's grievance procedures, performance agreements pertaining thereto, and must be an advantage to the LCDO as well as the Union. For this purpose, a total of 250 hours will be set aside each calendar year and unused hours will not be carried over from year to year. Official time granted under these circumstances shall not exceed ten (10) hours each day, two consecutive days, nor will any time be granted if the Union Official would not otherwise be in a pay status. Generally, no more than five (5) employees will be released for such purposes at any one time, however, requests for more than five (5) employees being released will be considered on a case-by-case basis. Requests for such absences will be submitted by the elected or designated Official through their immediate supervisor, to the Administrative Officer at the LCDO and must be endorsed by the President of the Union or his/her designee.



Requests for such absences must provide information on the purpose and agenda of the training. Management agrees to give reasonable consideration for additional time beyond the hours described above. Requests for additional time will be submitted to the administrative officer at the LCDO.

Employees serving as elected or designated officials of the Union may be granted leave without pay for Union purposes to attend national conventions, District or Council meetings, or Union sponsored training sessions. Requests for such leave will be limited to two employees for each absence and must be endorsed by the President of the Union and submitted to the Regional Labor Relations Office through the appropriate supervisor no less than ten (10) days in advance. The total leave without pay granted for such purposes shall not exceed 20 days in each leave year for all Union officials.

## **ARTICLE 6 STEWARDS**

### **Section 1 - EMPLOYEE REPRESENTATIVES**

LCDO agrees to recognize Shop Stewards and Executive Office Officials duly authorized by the Union as representatives of employees on appeals, grievances, or other matters concerning general working conditions. The number of Shop Stewards serving employees in this bargaining unit will not exceed seven (7). Union executive officers should not exceed four (4).

### **Section 2 - WRITTEN ROSTER**

The Union will furnish the LCDO a written roster of Shop Stewards and Executive Officers and will maintain the list on a current basis.

### **Section 3 - NOTIFICATION OF STEWARD REASSIGNMENT**

Before a Shop Steward is reassigned from his basic shop or office and/or his normally assigned work shift, management shall notify the Union and explain the reasons for the change. However, the Union retains the right to appoint a new steward or representative for the crew.

## **ARTICLE 7**

### **LABOR - MANAGEMENT COOPERATION**

#### **Section 1 - LABOR MANAGEMENT MEETINGS**

The LCDO and the Union agree to hold periodic meetings to discuss issues that effect LCDO employees and are under the control of the parties. The parties further agree that they may discuss issues outside of their immediate control in order to formulate a response to be provided to higher authorities as needed.

These meetings will normally be attended by the Facility Manager and/or his or her designee, and no less than two representatives of the Union.

Meetings will be scheduled as soon as possible after a request has been made to do so by either party. Prior to any meeting, the party requesting the meeting will provide a listing of the topics they wish to discuss.



## **ARTICLE 8**

### **DISCIPLINARY AND ADVERSE ACTIONS**

#### **Section 1 - DISCIPLINARY ACTION**

Disciplinary actions covered by the provisions of this article are written reprimands and suspensions of 14 days or less.

#### **Section 2 - ADVERSE ACTION**

Adverse actions covered by the provisions of this article are removals, suspensions for more than 14 days, reductions in pay, reductions in grade, and furloughs of 30 days or less.

All disciplinary and adverse actions, involving unit members, will be taken in accordance with applicable laws, and Bureau, Department, and Government-wide Regulations.

The LCDO shall furnish the employee two copies (one marked for the employee, one for the Union) of any written disciplinary or adverse actions.

Prior to conducting an investigatory interview, as described in Article 2 – Right to Union Representation, management shall inform the employee that the subject of their discussion is investigatory in nature and could lead to a disciplinary action.

## **ARTICLE 9 NEGOTIATIONS**

### **Section 1 - GOOD FAITH NEGOTIATIONS**

Both parties to this agreement have the responsibility of conducting their negotiations in good faith. They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this agreement.

### **Section 2 - NEGOTIATIONS OVER PROPOSED CHANGES**

Either party may initiate negotiations over any proposed change to personnel policy, practice or a condition of employment at any time during the life of this contract.

Neither party is obligated to bargain over a proposal that would change or rescind any portion of this contract.

### **Section 3 - NEGOTIATING COMMITTEE MEMBERSHIP**

Union Negotiating committee members equal in number to those on management's negotiating committee, but not less than two, will be granted official time for all time spent in bargaining and preparation; including impasse proceedings.

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.

Rates of pay negotiated under this agreement shall be promulgated in the form of supplements to the basic agreement.

Any negotiated agreement between the parties will be reduced to writing and will include, within the document, an effective date for implementation.

### **Section 4 - NEGOTIATING PAY**

Rates of pay for employees covered by this agreement shall be determined by Negotiating Committees. At least once each calendar year, the Union or LCDO may notify the other in writing that a conference is desired to consider the needs for revising any or all rates of pay. The names of the Committee members will be exchanged formally within 15 days after the receipt of the request to consider the rates of pay. The parties further agree that they will meet to commence negotiations within 15 calendar days after the exchange of names.

## **ARTICLE 10 MIDTERM AND IMPACT / IMPLEMENTATION BARGAINING PROCEDURE**

### **Section 1 - INITIATION OF NEGOTIATION OVER PROPOSALS TO CHANGE**

Either party may initiate negotiations over any proposed change to personnel policy, practice or a condition of employment at any time during the life of this contract.

Neither party is obligated to bargain over a proposal that would change or rescind any portion of this contract.

### **Section 2 - NOTIFICATION PROCEDURE**

This procedure will be followed:

- a) LCDO or Union shall notify the other party in writing concerning the new proposed changes/additions to the contract with specific written proposals. If the LCDO is seeking to make a change, they will serve notice of the proposed change to the President of the Union or his/her designee.
- b) If the party receiving the proposals wishes to negotiate over the changes, they shall respond within 15 calendar days. Included with their response will be written counter proposals. If there is no response, this will indicate that the receiving party has no objection concerning the change or its impact and implementation.
- c) If, following any informal discussions, the local parties are unable to reach agreement on the proposed change, they shall commence negotiations on a mutually agreeable date at the facility. Absent mutual agreement on a date for bargaining, negotiations shall commence not later than the seventh calendar day following the date the bargaining demand is received by the party seeking to make the change.
- d) During these negotiations, if either party declares in writing an impasse, the parties will follow the procedures outlined in Article 11 - Negotiation Impasses. The party declaring an impasse must do so in writing.

### **Section 3 - UNILATERAL CHANGES**

Both parties agree not to make unilateral changes in the contract or working conditions prior to the completion of the negotiation process; this includes affording the Union the opportunity to review any new positions.



#### **Section 4 - EMERGENCY DECLARATION**

If management declares an emergency situation that requires an immediate unilateral change in working conditions, this procedure will be followed:

- a) The Facility Manager will notify the Union of the decision with as much lead time as possible.
- b) The Union shall respond within 24 hours after receipt concerning its desire to negotiate on the impact and implementation of the decision.
- c) No response will indicate no desire to negotiate the impact and implementation of the decision.

The parties acknowledge that in the event of an emergency, such bargaining may occur after the change has been implemented.

## **ARTICLE 11 NEGOTIATIONS IMPASSE**

### **Section 1 - USE OF FEDERAL MEDIATION & CONCILIATION SERVICE (FMCS)**

When agreement is not reached in direct negotiation upon rates of pay or working conditions affecting employees covered by this Agreement, either party may invoke the services of the FMCS.

### **Section 2 - USE OF FEDERAL SERVICE IMPASSES PANEL (FSIP)**

If efforts to bring about an agreement through mediation are not successful, the Union and the LCDO shall submit their controversy to the FSIP according to their procedures.

### **Section 3 - IMPOSED ARBITRATION**

The Parties may request the FSIP to approve arbitration of the impasse in accordance with their regulations. If the FSIP does approve binding arbitration, the parties will endeavor to mutually agree on an arbitrator. If the parties do not mutually agree on an arbitrator, then the following procedure will be followed:

- a) The FMCS or other appropriate source will be requested to furnish the names of seven (7) arbitrators.
- b) Through joint endeavor, LCDO and the Union will agree on one arbitrator from the list.
- c) The decision of the arbitrator shall be final and binding upon both parties.

### **Section 4 - EXPENSES OF MEDIATION AND ARBITRATION**

Expenses for mediation and arbitration, including the compensation and expenses of any mediator or arbitrator, shall be borne equally by the Union and LCDO.

### **Section 5 - EXPEDITED ARBITRATION**

By mutual agreement between the parties, expedited arbitration may be implemented. Under this provision the parties may choose an arbitrator and impose any of these conditions (or others as may be agreed upon):

- a) Require a bench decision or a decision within a stipulated number of days;
- b) Require arbitration to be conducted without transcript;
- c) Require a decision without legal or other briefs.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **Section 1 - PURPOSE**

The purpose of this article, in accordance with §7121 of the Civil Service Reform Act, is to provide an orderly method for the disposition and resolution of grievances. A grievance is defined as any matter concerning an employee's working condition that is within the authority of management to correct. The Union agrees to ensure that when representing employees of the bargaining unit, no grievance will be taken or pursued outside of the LCDO. The LCDO and the Union agree the intent of the grievance procedure is to provide a means of resolving complaints and grievances at the lowest level.

### **Section 2 - DEFINITION**

This grievance procedure shall apply to matters of concern or dissatisfaction regarding the LCDO's interpretation of law or regulation, this agreement, or conditions of employment, including disciplinary and adverse actions.

Grievances may be initiated by the Union, an employee, or group of employees over the interpretation or application of the agreement. The Union may present a grievance on behalf of an employee or group of employees provided the employee or employees request the Union to act for them and they are identified by name.

### **Section 3 - EXCLUSIONS**

This procedure does not cover grievances concerning:

- a) Beyond Authority. Matters which are not subject to control by Management;
- b) Political Activities. Any claimed violation of Subchapter III of Chapter 73 or Title 5 U.S.C. (Relating to prohibited political activities);
- c) Benefits. Retirement, life insurance, or health insurance;
- d) Reduction in Force;
- e) National Security. A suspension or removal under Section 7532 of Title 5 U.S.C. for reasons of national security;
- f) Hiring Authority. Any examination, certification, or appointment;
- g) Statutory Discrimination Appeal. A complaint of discrimination which is listed in 5 U.S.C. Section 2302(b)(1) if the employee has elected to use the statutory appeal procedure;
- h) Statutory Adverse Action Appeal. An appeal of an adverse action based on performance under 5 U.S.C. 4302 or for efficiency under 5 U.S.C. 7512 if the employee elects the statutory appeal procedure provided under 5 U.S.C. 7701;



- i) Union Appeal of Non-represented Statutory Process. A Union appeal of an adverse action or an allegation of discrimination against any employee if the Union is not expressly designated by the employee as his or her representative on the matter;
- j) Already Filed. Issues which can be raised under the grievance procedure or as an unfair labor practice may, at the discretion of the aggrieved party, be raised under either procedure but not under both procedures;
- k) Probation. The removal of a probationary employee during his or her probationary period;
- l) Temporary Appointments. The termination of a temporary appointment or the expiration of a term appointment;
- m) Proposed Actions. Notices of proposed disciplinary or adverse actions, furloughs, or removals.

#### **Section 4 - UNION REPRESENTATION**

Nothing in this Article shall be interpreted as requiring the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

#### **Section 5 - TERMINATION OF A GRIEVANCE**

If at any step of the grievance procedure set forth herein the aggrieved employee decides to accept the decision rendered by a responsible official of the LCDO, the grievance shall be terminated. However, if the Union feels that a significant issue of general application still requires resolution, the Union may file a grievance within 14 calendar days to the Facility Manager over the issue.

#### **Section 6 - GRIEVANCE PROCEDURE**

##### **STEP 1**

The grievance shall be initiated by the aggrieved employee or Union at the lowest supervisory level that has the authority to adjust grievances, normally with the immediate supervisor. This shall be done within 21 calendar days after receipt of an unfavorable administrative decision or the date of occurrence of the event or action prompting the grievance. This time limit will not apply when it is established that the party filing the grievance had no way of being aware of the incident giving rise to the grievance. The employee may be represented by the Union. The persons involved in the discussion will make an earnest effort to resolve the matter. The supervisor will issue a written decision within seven (7) calendar days after receipt at this level if the employee provides a written statement of the grievance.

## **STEP 2**

- a) If the decision in Step 1 is not acceptable, the grievance shall be reduced to writing and submitted to the next line supervisor through the Administrative Officer or his/her designee, within seven (7) calendar days after receipt of the Step 1 decision or, in the absence of a timely Step 1 decision within seven (7) days of the date the Step 1 response was due. The written grievance shall contain sufficient details to identify and clarify the basis for the grievance, all the facts related thereto, including the names of any individuals against whom the grievance is made, the article and section of the agreement which is in dispute, the reason for his or her dissatisfaction, and the corrective action desired. Any new grievances not raised at this step will be precluded from any higher step within this procedure, including arbitration. The employee may be represented by the Union or a representative of their own choice, or they may present the grievance on their own behalf. The Union has the right to be present during the grievance proceedings.
- b) The next line supervisor will make such additional investigation as is considered necessary to develop the facts in the case. Upon request, the supervisor or his/her designee will discuss the grievance with the employee and his or her representative. The supervisor will submit their decision, in writing, within seven (7) calendar days after receipt of the written grievance or seven (7) calendar days after the discussion with the employee and his representative. The decision letter will contain the specific reasons for granting or denying the grievance.

## **STEP 3**

- a) If the Step 2 decision is unsatisfactory to the employee, he or she may then appeal the decision in writing to the Facility Manager through the Administrative Officer, or his/her designee, within 14 calendar days after receipt of the Step 2 decision. Upon request, the Facility Manager, or his or her designee, will allow the employee and his or her representative to make an oral presentation in support of the grievance.
- b) The Facility Manager will review the case including records and consider any oral presentation. His decision will be rendered in writing to the employee within 14 calendar days after receipt of the employees written grievance or seven (7) calendar days after the oral presentation. The decision letter will contain the specific reasons for granting or denying the grievance.

## **Section 7 - EXCEPTION TO STEP 1**

If the issue being grieved by the employee or the Union is based on the written decision of the Facility Manager, then the grievance will be initiated at Step 3 of the process with the Area Manager. If the grievance is based on an adverse or disciplinary action, it will be initiated at the step above the level of the deciding official.



### **Section 8 - TIME LIMITS**

The time limits specified in this article may be extended by mutual agreement of the Union and the management official responding at the appropriate step. If a grievant should fail to meet the applicable time limit for moving a grievance forward, the grievance shall be deemed to be withdrawn. If a deciding official at Step 1 fails to meet the time limit for rendering a decision on the grievance, such failure shall entitle the grievant to advance the grievance to Step 2 of the procedure within seven (7) calendar days of the date the grievance was filed. If the LCDO fails to meet the timeframes at Step 2 or Step 3 of the grievance procedure without requesting an extension of time to reply, the requested remedy will be provided if it does not violate any law, agency or government wide regulation, or this negotiated agreement.

### **Section 9 - SPECIAL PROCESS FOR PROBATIONARY EMPLOYEES**

Employees serving a probationary period and who are terminated during the period for whatever reason may request a review of their termination under this special procedure.

The employee, within 15 calendar days of receiving official notification of termination during probation, may request a review of this action. A request for review must be in writing and shall be made to the Area Manager within the 15 day timeframe. The request shall contain all relevant information as to why the employee believes the action improper and what remedy the employee is requesting.

The Area Manager shall review the action and the circumstances and shall issue a decision to the employee within 30 calendar days of receiving the request for review. The Area Manager's decision shall be final and not subject to further review.

The parties agree that the above language is not intended to grant probationary employees any appeal rights beyond that provided by the OPM.



## **ARTICLE 13 ARBITRATION**

### **Section 1 - INVOKING ARBITRATION**

Arbitration may be invoked by either party if any grievance processed under the negotiated procedure is unresolved. The invoking party will serve written notice on the other party within 30 calendar days from the date the final decision is received. Failure of the party invoking arbitration to adhere to these timeframes will render the grievance null and void. The party invoking arbitration shall contact the Federal Mediation and Conciliation Service (FMCS) and request a list of seven (7) qualified arbitrators. The party invoking arbitration is responsible for any fees charged by FMCS.

### **Section 2 - SELECTION OF AN ARBITRATOR**

Within seven (7) calendar days after receipt of the list from FMCS, the LCDO and the Union shall meet to select an arbitrator from the list. If they cannot mutually agree upon one of the listed arbitrators, then the LCDO and the Union will each strike one arbitrator's name from the list of seven and repeat this procedure until one name remains on the list. The remaining person will be the duly selected arbitrator. The arbitrator will be notified of their selection within 10 calendar days.

### **Section 3 - EXCEPTIONS TO ARBITRATOR'S AWARD**

The decision of the arbitrator shall be limited to the resolution of the employee's grievance or to the interpretation and application of this agreement and shall in no way change or amend this or any supplemental agreement. Arbitration decisions shall be accepted as final and binding and immediately acted upon by appropriate officials, unless the Union files an exception to the arbitrator's award with the Federal Labor Relations Authority or unless appropriate management officials believe that the Department should file an exception to the award.

### **Section 4 - EXPENSES**

The arbitrator's fee and all other expenses related to the arbitration, if any, will be borne equally by the LCDO and the Union. An exception to this provision is when the Union invokes arbitration over the Agency declaring an emergency and suspending the language of this agreement. If the arbitrator finds that the Agency inappropriately declared an emergency, then the Agency will be responsible for the entire expense related to the arbitration.

### **Section 5 - LOCATION**

The arbitration hearing will normally be held at a mutually agreeable location during the regular day shift hours of the basic workweek. The Parties agree to the maximum extent possible that work schedules will be adjusted to ensure bargaining unit members participating in a hearing will be in a duty status.

### **Section 6 - ARBITRABILITY**

Matters concerning the grievability or arbitrability of any issue shall be decided by the arbitrator prior to rendering a decision on the merits of the grievance. If the arbitrator finds the grievance not arbitrable, it will be dismissed without a decision on the merits.

## **ARTICLE 14**

### **APPRENTICESHIP TRAINING**

#### **Section 1 - APPRENTICESHIP PROGRAM**

To insure an adequate supply of competent skilled craftsmen, the LCDO shall establish an apprenticeship program. The Apprenticeship Committee shall be comprised of an equal number of representatives from the LCDO and the Union. The Union representatives shall be from skilled employee's trades groups. The functions, duties, and responsibilities of the committee shall be those as described in the apprenticeship standards.

Apprentices shall be issued a certificate upon completion of training. The LCDO Apprentice Training Standards shall meet federal guidelines for a certified apprentice training program.

## **ARTICLE 15**

### **EQUAL EMPLOYMENT OPPORTUNITY**

#### **Section 1 - ZERO TOLERANCE**

The Employer and the Union place a top priority on establishing and maintaining a standard of zero tolerance of illegal discrimination in all human resources and employment policies and practices. Discrimination on the basis of race, color, sex, national origin, age, or physical or mental disabling condition, as defined by the appropriate laws, is prohibited. The Employer will continue to welcome constructive contributions from the Union and employees in the interest of meeting the Employer's goal of equal opportunity and highly valuing diversity.

#### **Section 2 - POLICY STATEMENTS**

In compliance with the policy of assuring equal employment opportunity, the Employer will publish all required Equal Employment Opportunity (EEO) Policy Statements and Affirmative Action Plans. Final copies of each plan will be provided to the Union.

#### **Section 3 - UNION PROPOSALS**

The Employer will solicit constructive contributions from the Union to facilitate achieving the goal of a fully diverse workforce. The Union may submit proposals to be considered for inclusion in the Employer's Affirmative Action and Diversity Plan.

#### **Section 4 - EEO POSTINGS**

The Employer shall make available to the Union, copies of EEO complaint procedures. The Employer will maintain a posting on official bulletins boards of current EEO Counselors and EEO Staff members who service bargaining unit positions.

#### **Section 5 - COMPLAINTS PROCESS**

If employees feel they have been discriminated against because of their race, color, religion, creed, national origin, sex (including sexual harassment), age, or disability, they must attempt to resolve the complaint utilizing the Employer's Title VII EEO complaints process.

#### **Section 6 - UNION NOTIFICATION**

It is agreed and understood that when allegations of discrimination covered in Section 5 of this Article arise during discussion with an employee, the Union Representative will immediately notify the employee of his/her right to file a complaint utilizing the Employer's Title VII EEO complaint process. The Union Representative will also notify the employee that there are timeframes in which to file the complaint, and that he/she should immediately contact an EEO Counselor or EEO Staff member if he/she wishes to file a complaint.



## **ARTICLE 16 FACILITIES AND SERVICES**

### **Section 1 - FACILITIES**

Upon request, the Employer agrees, when practical, to provide meeting facilities during non-duty hours for Union meetings. The Union shall leave the meeting room in the same condition as it was prior to use and ensure the building is secured.

The Parties agree that in order to effectively represent bargaining-unit employees, the following facilities and services will be provided to the AFGE for conducting representational duties:

- a) A private office and conference room, appropriately furnished, on a full time basis.
- b) Access to dedicated telephone lines to discuss representational and business matters.
- c) Computer, with Union account, and laser printer, zip drive, scanner, and updated computer equipment.
- d) Internal mail for distribution of material that is of general interest to all bargaining unit personnel. Materials such as inter-office envelopes shall be provided by the LCDO.
- e) Copier.
- f) Fax machine.
- g) File Cabinets with individual locking mechanisms.
- h) The Union will be provided training on any system-wide changes in software.

Any non-functioning or broken equipment will be replaced, as needed.

### **Section 2 - BULLETIN BOARDS**

Bulletin boards shall be available for use by the Union for posting of notices and literature of the Union. The Union will be exclusively responsible for all posting, updating and/or removal of material.

### **Section 3 - LIST OF BARGAINING UNIT EMPLOYEES**

Upon written request, the Employer agrees to furnish the Union a list of current bargaining-unit employees within 10-calendar days of receipt of the request from the Union but not more often than on a quarterly basis. The listing will include the name, position title, pay plan, occupation code, grade level, and organization code.

### **Section 4 - INTERNET ACCESS**

The Employer shall provide the Union with access via the internet to carry out its representational functions.

### **Section 5 - TELEPHONE DIRECTORY**

Union's name, mail code, and extension shall be listed in the telephone directory.

## **ARTICLE 17 ORIENTATION OF EMPLOYEES AND DISTRIBUTION OF AGREEMENT**

### **Section 1 - EXCLUSIVE REPRESENTATIVE**

All new employees within the Unit shall be informed at the time of their hire that Local 1978 is the exclusive representative of the employees in the Unit. A copy of this agreement will be furnished to each new employee as part of his/her in processing.

### **Section 2 - COPIES**

Additional copies of this agreement will be provided to the exclusive representative upon request.

### **Section 3 - NAMES AND ENTER ON DUTY DATE**

LCDO will provide the Union with names of new employees and the date they are scheduled to enter on duty.

### **Section 4 - LOCAL PROCESSING**

New employees will be taken to the Union office located at the LCDO as part of their local in-processing. A block will be provided on the processing checklist that will be signed by a representative of the Union to indicate that the employee was taken to the Union office.

## **ARTICLE 18 GENERAL WORKING RULES WORK SCHEDULES**

It is recognized that the LCDO is responsible for establishing work schedules and tours of duty, and in doing so, shall provide regular days and hours of work for all employees. Work on other than regular days and hours may occasionally be required to meet special needs. The LCDO agrees to give the Union all possible advance notice concerning any special work schedules.

### **Section 1 - DEFINITIONS**

For the purpose of this article, work schedule is defined as days of regularly scheduled work. Tour of duty is defined as the hours of work scheduled on any work day.

### **Section 2 - REPORTING PLACE**

Employees shall report to their normally designated reporting place at the commencement of the work day, dressed in the appropriate attire and prepared to work.



## **PART I - MAINTENANCE DAYS AND HOURS OF WORK**

### **Section 1 - DAYS OF WORK**

It is recognized that the LCDO is responsible for establishing work schedules and tours of duty, and in doing so, shall provide regular days and hours of work for all employees. Work at other than regular days and hours may occasionally be required to meet special needs. The LCDO agrees to give the Union all possible advance notice concerning any special work schedules.

### **Section 2 - REGULAR WORK WEEK**

The regular work week shall consist of four consecutive days of work. Normally these shall be Monday through Thursday, however, the LCDO may establish:

- a) Temporary work weeks which include Fridays, Saturdays and/or Sundays for the performance of necessary Friday, Saturday or Sunday work, or;
- b) Regular work weeks which include Fridays, Saturdays and/or Sundays when necessary to perform work that cannot be performed during the normal Monday through Thursday work week;
- c) Changes shall be kept to the minimum required by operating needs.

### **Section 3 - HOURS OF WORK**

- a) The regular work day shall consist of ten consecutive hours exclusive of the lunch period. The normal hours of work shall be between the hours of 5:30 a.m. and 5:00 p.m. with a lunch period of not less than one half hour or more than one hour, to be taken during the 5th hour. As necessary, the LCDO shall establish temporary starting and/or quitting times and lunch periods to meet its needs.
- b) Employees may temporarily be assigned to shift work as necessary to meet maintenance requirements. In shift maintenance work, the regular work day shall normally consist of ten hours excluding the lunch period.

### **Section 4 - CHANGES IN NORMAL WORK DAYS OR HOURS**

Changes in normal work days or hours shall not be ordered for the sole purpose of avoiding overtime payment to which employees would be otherwise entitled.

### **Section 5 - SHIFT SWAPS**

Management shall give favorable consideration to temporary shift swaps mutually agreed on by employees where such swap will not result in overtime and does not affect the operating efficiency of the facility or quality of service to the public.

## **Section 6 - SHIFT SCHEDULES**

- a) Normal work schedules will be posted at least two weeks in advance.
- b) Overtime schedules will be posted with as much lead time as possible.

## **Section 7 - CHANGE IN SHIFT SCHEDULE**

When a change in shift schedule is necessary, the following rules shall apply:

- a) Management will canvas for volunteers;
- b) If insufficient volunteers are available, a lottery will be used from among the other eligible personnel to fill the remainder of the shift. If an excess of volunteers exist, the volunteers with the longest length of service at the LCDO will be selected;
- c) In the absence of volunteers, the schedule will be rotated among the eligible personnel in 30 day increments;
- d) Management will make every effort to accommodate employees who are adversely affected by a forced change in work schedule.

Consistent with 5 U.S.C. 6101(a)(3) notice of any changes in an overall work schedule will be provided to the effected employees and the Union no later than seven calendar days in advance of the schedule change.

## **Section 8 - OVERTIME**

Overtime assignments will be distributed and rotated fairly and equitably among eligible and qualified employees. In order to ensure overtime is equally distributed, a roster will be maintained within each work crew showing the name of the employee and the overtime. The roster will run one calendar year and will be posted and updated each pay period. This roster will be posted at the work reporting place for each crew. An employee shall have the right to refuse an overtime assignment, provided a qualified employee is available to take his place. However, if the employer is unable to find a replacement, the employee will work overtime. The refusal of any employee to work overtime will be considered the same as if he had worked that assignment of overtime. The LCDO shall endeavor to make overtime assignments to the employee with the lowest cumulative total of overtime hours. Commencing with the first full pay period after January 1, 2007, and annually thereafter, the employee with the lowest recorded overtime will be zeroed and their previous balance will be subtracted from all other existing employees.

## **Section 9 - OVERTIME LIST GUIDELINES**

- a) Overtime will be offered to the qualified employee with the lowest accumulated total of hours to the extent possible.
- b) If the employee with the lowest accumulated total of hours refuses the assignment, then the assignment will be offered to the next employee on the list.
- c) An exception to Section 9(a) above would include instances when an employee has been performing an assignment that will require overtime to complete the work, he or she will be offered the assignment, regardless of placement on the overtime list.
- d) Employees who are unavailable for overtime, such as; on vacation, on sick leave, on light duty, child care is unavailable, or do not answer the telephone will not be offered overtime, nor will they be charged with overtime as refused.



- e) Employees that refuse overtime will have the actual hours refused charged to their accumulated total of hours.
- f) Refused hours, worked hours, and total hours will be tracked and posted.
- g) An overtime list will be maintained and updated weekly by the supervisor for each work crew under their area of responsibility.
- h) If an employee is assigned to a different crew, their accumulated overtime hours will be carried over to the new crew's roster.
- i) A new journeyman assigned to a crew will be placed equal in hours plus one to the high employee on the overtime list.
- j) Permanent Foreman 1 shall be on the same overtime list as those of the other LCDO Journeymen in his/her crew.

## **Section 10 - OVERTIME RATES AND CONDITIONS**

The rate of pay for overtime is subject to wage negotiations which supplement this agreement. These rates will be established in accordance with the prevailing rate and adjusted annually thereafter. The current overtime rate of pay as of the date of this agreement is as follows:

1. Employees will be paid at a rate of one and one half times their normal rate of pay under the following conditions:
  - a) For all regularly scheduled overtime.
2. Employees will be paid at a rate of two times their normal rate of pay under the following conditions:
  - a) For all work performed beyond ten hours on any regular workday;
  - b) For any directed overtime that occurs on non-scheduled work days with less than 62 hours notice prior to the start of the shift;
  - c) Any overtime work performed on Sunday or on the third of three consecutive scheduled days off;
  - d) Any work performed on a holiday or day in lieu of holiday;
  - e) An employee is called out for non-scheduled work with a minimum of two hours pay for each callout;
  - f) Tour of duty or work schedule changes of one day or less;
  - g) Changes in tours of duty (hours of work) or work schedules (days of work) without at least seven calendar days notice before the end of the last normal work day preceding the change;
  - h) Work schedule or tour of duty changes that do not allow for a minimum of ten hours between shifts.

## **Section 11 - Minimum Compensation**

- a) When short periods of officially approved work are required of employees past their normal ten hour day, they will be compensated in half hour increments. Time less than half hour will be rounded up to the nearest increment.
- b) When scheduled overtime is cancelled, other than the continuation of work, less than six hours from the end of shift, employees will receive payment equivalent to two hours at the appropriate overtime rate.



## **Section 12 - Overtime Passover**

Employees passed over on the Overtime list shall be afforded the opportunity for the next available overtime assignment. The rate of pay for these replacement overtime assignments will be as follows:

- a) Two times their normal rate of pay for each missed overtime assignment that normally would have been paid at one and one half times the normal rate of pay but for the passover;
- b) Two and one half times the normal rate of pay for each missed overtime assignment that normally would have been paid at two times the normal rate of pay but for the passover.

## **Section 13 - SHIFT DIFFERENTIALS**

The rate of pay for shift differential is subject to wage negotiations separate and apart from this agreement. These differentials will be established in accordance with the prevailing rate and adjusted annually thereafter. The current differentials for shift work as of the date of this agreement are as follows:

- a) **Swing Shift** - An employee with the majority of their scheduled work hours occurring between the hours of 4:00 p.m. and midnight shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.
- b) **Graveyard Shift** - An employee with the majority of their scheduled work hours occurring between the hours of midnight and 8:00 a.m. shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.

## **Section 14 - REST PERIOD AFTER PROLONGED WORK**

An employee who has been required to work more than 14 consecutive hours within a 24 hour period shall upon release from duty be entitled to a nine hour rest period plus one half hour drive time each way to equal ten hours, before he returns to work. If the ten hour period extends into his regular workday, he shall be granted administrative leave for any portion thereof required to complete his rest period. Management will make every effort to ensure that an employee will not be required to work beyond 14 hours.

## **Section 15 - HOLIDAY PAY**

Employees on ten hour work schedules will be paid ten hours at the basic rate of pay and employees on eight hour work schedules will be paid eight hours at the basic rate of pay for each holiday.

### **Section 16 - CALLOUT**

Whenever an employee is called back to work outside his regular work schedule with less than 16 hours notice before the time of reporting, his time shall start one half hour before his arrival at the reporting place and end one half hour after his release from duty, except that the minimum reportable time on call back, whether with or without advance notice, shall be two hours. However, when call back duty runs into and beyond the employee's regular work schedule, the call back time shall end, without a two hour minimum, at the employee's regular starting time.

### **Section 17 - REPORTING PLACE**

Employees shall report to their normally designated reporting place at the commencement of the workday, dressed in the appropriate attire and prepared to work.

## PART II – OPERATIONS DAYS AND HOURS OF WORK

### Section 1 - REGULAR WORK SCHEDULE

The regular work schedule shall consist of rotating shifts established to provide coverage twenty-four (24) hours a day and seven (7) days a week. The current schedule for Operations Employees is as follows:

Crew	S	M	T	W	T	F	S	S	M	T	W	T	F	S
#1		RD	D	D	R				RN	N	N			
#2				R	D	D	D					N	N	N
#3	N	N	N					D	D	D12T	T8			
#4				N	N	N				D8	D	D	D	
#5	D	D	R				N	N	N					D

1. Crew #1 is designated the Relief Shift
2. Crews #2 and #5 have one eight hour Relief day
3. Normal work hours shall be based on Pacific Time. Normal work hours for the shifts shall be as follows:
  - a) Day Shift (D) and (RD) – from 0700 hours to 1900 hours.
  - b) Night Shift (N) and (RN) – from 1900 hours the previous day to 0700 hours the day scheduled.
  - c) Relief day (R) – from 0700 to 1500 hours.
4. Operations shift work hours will remain on Nevada (Pacific) time year round for reporting to work.  
(Note: The official operating time of Hoover Dam will stay on Arizona time (MST).

### Section 2 - RELIEF

1. The Control Center Operators (CCO) or Powerplant Operators (PPO) relief positions may be moved to cover any shift. Callout overtime will be used to fill a vacant position with less than 24 hours notice.
  - a) The employee must be qualified to operate in the position to which he/she is being moved.
  - b) When an employee is moved up to cover a position, they will be paid at the acting rate. If moving to a lower position they will be paid at their current rate of pay.
2. An RD shift may be changed to a N shift even though it is typically scheduled prior to a D shift, after attempting to keep the shifts consecutive (days or nights).
3. An RN shift may be scheduled prior to either a RD or D shift, after attempting to keep the shifts consecutive (days or nights).
4. If an R day for Crew 2 & 5 is moved after the posting of the final schedule, that shift will be paid at the rate of 2 times the base rate.



### **Section 3 - CREWS and DAYS OFF**

1. Permanent crews will be maintained.
2. The crews will rotate days off every ten weeks. The rotation will be accomplished by moving the total crew down on the schedule one line and the bottom crew moving to the top line once every ten weeks.

### **Section 4 - HOLIDAY PAY**

1. Employees required to work on a holiday designated by Federal Statute or Executive Order which falls within their work schedule shall be paid at the overtime rate (2x) for all hours worked in addition to their regular pay for that day.
2. An employee, who is not required to work on a day designated as a Holiday, is entitled to their basic pay for that Holiday.
  - a) If a holiday falls on an employee's scheduled day off, the workday immediately preceding the holiday will be designated as the "in lieu holiday."
3. If necessary to fill a vacancy on a holiday or "in lieu of" holiday for schedule absences, the operators with the HO will be scheduled to work prior to going to the overtime roster. The Operator lowest in hours on the overtime roster will be offered the Holiday work first.

### **Section 5 - CHANGES IN SHIFT SCHEDULE**

Changes in normal work days or hours shall not be ordered for the sole purpose of avoiding overtime payment to which employees would be otherwise entitled. Changes shall be kept to the minimum required by operating needs. The use of Relief days shall not be considered as being used to avoid paying overtime when utilized for scheduled absences or scheduled work.

### **Section 6 - SHIFT SWAPS**

Management shall give favorable consideration to temporary shift swaps mutually agreed to by employees, where such a swap will not result in overtime and does not affect the operating efficiency of the facility or quality of service to the public.

### **Section 7 - POSTING OF SCHEDULES**

1. The posted One-year Schedule shall be considered the Master Schedule; therefore, it must reflect all current changes. For scheduled leave approval, training, and vacancies moving of the relief shifts RN, RD and R and posting of overtime will be done as soon as possible after receiving the request.
2. The Two Week Schedule showing overtime and relief day changes:
  - a) All changes to the Two Week Schedule shall be made by 12 noon Friday before the Two Week Schedule goes into effect. Employees on their off days who are affected by the schedule change will be notified of the change as soon as reasonably possible. All efforts will be made to post changes at least one week in advance of the first scheduled work day on the Two Week Schedule.
  - b) The employee scheduled for relief may request annual leave at any time after the Two Week Schedule is posted, unless previously scheduled or contacted to work.
  - c) All changes to the posted Two Week schedule will be done on the computer, printed out with the revision date and posted on top of the last original. All current and future schedules will be kept in order and posted for everyone to view. All past pay period schedules for the current and previous year will be kept in a file and be made available, upon request, for everyone to view.

3. Schedules will be created to minimize the cost of doing business within the guidelines of the agreed upon work rules.
  - a) Schedules will be posted in the Control Room accessible to all Operators in accordance with these Work Rules.
4. Two Week Schedules will be posted and labeled according to three increments of time.
  - a) A final Posted Schedule is one that reflects the current pay period.
  - b) A First Posted Schedule is one that reflects the pay period immediately following the Final Posted Schedule.
  - c) A Board Posted Schedule is any schedule that reflects any pay period following the current First Posted Schedule.

## **Section 8 - OVERTIME RATES AND CONDITIONS**

The rate of pay for overtime is subject to wage negotiations separate and apart from this agreement. The rate will be established in accordance with the prevailing rate and adjusted annually thereafter.

1. One and one half the normal rate of pay will be paid under the following conditions:
  - a) For scheduled overtime performed on a scheduled day off.
  - b) When an employee has a relief shift moved into the middle of an employee's consecutive days off. This rate shall not apply when the employee and management mutually agree to the change or when the normal work shifts and relief shifts are consecutive. However, no agreement will be made without prior union notification.
2. Two times the normal rate of pay will be paid under the following conditions:
  - a) When an employee works beyond 12 consecutive hours and in excess of any scheduled eight hour shift.
  - b) For the first shift when a change is made to the normal tours of duty (hours of work) or work schedules (days of work) at least seven calendar days notice before the end of the last normal work day preceding the change. This does not apply to the posted Relief days. Additionally this rate shall not apply when the employee and management mutually agree to the change. However, no agreement will be made without prior union notification.
  - c) When an employee works overtime on either a Sunday or on the last day of their consecutive days off when their regular work hours include a Sunday.
  - d) When an employee works on a holiday or a day in lieu of holiday.
  - e) When an employee is called out.
  - f) Work schedule or tour of duty changes that do not allow for a minimum of ten hours between shifts.

## **Section 9 - MINIMUM COMPENSATION**

1. Where short periods of officially approved work are required of employees past their normal work day they will be compensated in half hour increments. Time less than half hour will be rounded up to the nearest increment.
2. When scheduled overtime is cancelled, with less than 24 hours notice prior to the start of the shift, employees will receive payment equivalent to two hours at the appropriate overtime rate.



## **Section 10 - OVERTIME**

Overtime assignments will be distributed and rotated fairly and equitably among eligible and qualified employees. In order to ensure overtime is equally distributed, a roster will be maintained within each work crew showing the name of the employee and the overtime. The roster will run one calendar year and will be posted and updated each pay period. This roster will be posted at the work reporting place for each crew. An employee shall have the right to refuse an overtime assignment, provided a qualified employee is available to take his place. However, if the employer is unable to find a replacement, the employee will work overtime. The refusal of any employee to work overtime will be considered the same as if he had worked that assignment of overtime. The LCDO shall endeavor to make overtime assignments to the employee with the lowest cumulative total of overtime hours. Commencing with the first full pay period after January 1, 2007, and annually thereafter, the roster will be zeroed and assignments will be made starting in the order the employees finished the previous year.

## **Section 11 - OVERTIME LIST GUIDELINES**

### **1. Over time Roster Guideline:**

- a) Overtime will be offered to the qualified employee with the lowest accumulated total of hours to the extent possible.
- b) If the employee with the lowest accumulated hours refuses, then the assignment will be offered to the next employee on the list.
- c) An exception to Section 11(a) above would include instances when an employee has been performing an assignment that will require overtime to complete the work, he or she will be offered the assignment, regardless of placement on the overtime list.
- d) Employees who are unavailable for overtime, such as; on vacation, on sick leave, on light duty, do not have proper child care for minor children, or do not answer the telephone will not be offered overtime, except in an emergency, nor will be charged with overtime as refused.
- e) Employees that refuse overtime will have the actual hours worked overtime charged to their accumulated total of hours. Employees that do not work scheduled OT shall be charged refused OT hours.
- f) Refused hours, worked hours, and cumulative total hours will be tracked.
- g) An overtime list will be maintained and updated weekly by the supervisor for each work crew under their area of responsibility.
- h) An employee assigned to a new position will be placed equal in hours to the high employee on the overtime list.
- i) Employees temporarily detailed, assigned, or up-coded to higher pay positions for 120 days or less will remain on the overtime list in their original position.

### **2. Development of list:**

- a) The overtime list will be updated within five days after the completion of the Final posted Two Week Schedule and then posted.
- b) When scheduling overtime, the current overtime list will be used.

### **3. If an answering machine picks up on an overtime call, a courtesy message will be left stating the shift needed for coverage. The employee being called will not be charged with overtime refused. CCO's or management will immediately continue down the call out list to the next employee.**



4. Employees passed over on the overtime list shall be scheduled to work the number of OT hours that they were not offered and will be paid at the appropriate OT rate plus one half times. The OT hours shall be scheduled to run consecutively. If possible the overtime will be scheduled to be worked within two pay periods. When possible, the OT should be scheduled to run consecutively with a normally scheduled D or N shift. If the employee refuses to work the overtime, the actual number of hours worked will be added to the employee's account as refused OT.

### **Section 12 - SHIFT DIFFERENTIALS**

The rate of pay for shift differential is subject to wage negotiations separate and apart from this agreement. These shift differentials will be established in accordance with the prevailing rate and adjusted annually thereafter. Differentials will be paid to employees as follows:

- a) For shifts with the majority of their scheduled hours between 7:00p.m. to 7:00 a.m. Operators will be paid Graveyard Differential.
- b) If the employee receiving Graveyard Differential works past the normal shift ending time, he/she shall be continued to be paid the Graveyard Differential for the extra time worked.
- c) An employee scheduled to start their shift between 7:00 p.m. and 7:00 a.m. shall receive Graveyard Differential pay during absences from work.

### **Section 13 - REST PERIOD AFTER PROLONGED WORK**

An employee who has been required to work more than 14 consecutive hours within a 24 hour period shall upon release from duty be entitled to a nine hour rest period plus one half hour drive time each way to equal ten hours, before he returns to work. If the ten hour period extends into his regular work day, he shall be granted administrative leave for any portion thereof required to complete his rest period. Management will make every effort to ensure that an employee will not be required to work beyond 14 hours.

### **Section 14 - CALLOUT**

Whenever an employee is called back to work outside his regular work schedule with less than 16 hours notice before the time of reporting, his time shall start one half hour before his arrival at the reporting place and end one half hour after his release from duty, except that the minimum reportable time on call back, whether with or without advance notice, shall be two hours. However, when call back duty runs into and beyond the employee's regular work schedule, the call back time shall end, without a two hour minimum, at the employee's regular starting time.

### **Section 15 - REPORTING PLACE**

Employees shall report to their normally designated reporting place at the commencement of the work day, dressed in the appropriate attire and prepared to work.

## **PART III - ELEVATOR MAINTENANCE DAYS AND HOURS OF WORK**

### **Section 1 - WORK WEEK**

The regular work week shall consist of 40 hours, with ten hour days. The days will be Sunday through Saturday, with two consecutive days off duty one week, and four consecutive days off the other week. The purpose of this schedule is to provide seven day a week coverage for the Visitor Center, when tours are being conducted.

The regular work day shall consist of ten consecutive hours. The normal hours of work shall occur between the hours of 5:30 a.m. and 6:00 p.m. Normal days off for Team #1 are (Monday and Tuesday) and normal days off for Team #2 are (Thursday and Friday). Each team will work every other weekend.

Temporary changes to work schedules may include hours that occur between 6:00 p.m. and 5:30 a.m. to perform necessary maintenance work. Temporary work schedules shall consist of ten consecutive hours.

Consistent with 5 U.S.C. 6101(a)(3) notice of any changes in an overall work schedule will be provided to the effected employees and the Union no later than seven calendar days in advance of the schedule change.

If teams are required to work on a holiday or "in lieu of" holiday, management will make every effort to ensure such assignments are distributed equitably.

The LCDO recognizes the importance of having elevator staff available when tours are being conducted. When tours are still being conducted after the Visitor Center closes, an elevator mechanic will stay until the last tour has concluded.

A change to the hours of work for a single day may be made by mutual consent of the employee and supervisor, with prior union notification.

### **Section 2 - OVERTIME**

Overtime assignments will be distributed and rotated fairly and equitably among eligible and qualified employees. In order to ensure overtime is equally distributed, a roster will be maintained within each work crew showing the name of the employee and the overtime. The roster will run one calendar year and will be posted and updated each pay period. This roster will be posted at the work reporting place for each crew. An employee shall have the right to refuse an overtime assignment, provided a qualified employee is available to take his place. However, if the employer is unable to find a replacement, the employee will work overtime. The refusal of any employee to work overtime will be considered the same as if he had worked that assignment of overtime. The LCDO shall endeavor to make overtime assignments to the employee with the lowest cumulative total of overtime hours. Commencing with the first full pay period after January 1, 2007, and annually thereafter, the employee with the lowest recorded overtime will be zeroed and their previous balance will be subtracted from all other existing employees.



### **Section 3 - OVERTIME LIST GUIDELINES**

- a) Overtime will be offered to the qualified employee with the lowest accumulated total of hours to the extent possible.
- b) If the employee with the lowest accumulated total of hours refuses the assignment, then the assignment will be offered to the next employee on the list.
- c) An exception to Section 3(a) above would include instances when an employee has been performing an assignment that will require overtime to complete the work, he or she will be offered the assignment, regardless of placement on the overtime list.
- d) Employees who are unavailable for overtime, such as; on vacation, on sick leave, on light duty, child care is unavailable, or do not answer the telephone will not be offered overtime, nor will be charged with overtime as refused.
- e) Employees that refuse overtime will have the actual hours refused charged to their accumulated total of hours.
- f) Refused hours, worked hours, and total hours will be tracked and posted.
- g) An overtime list will be maintained and updated weekly by the supervisor for each work crew under their area of responsibility.
- h) If an employee is assigned to a different crew, their accumulated overtime hours will be carried over to the new crew's roster.
- i) A new journeyman assigned to a crew will be placed equal in hours plus one to the high employee on the overtime list.
- j) Permanent Foreman 1 shall be on the same overtime list as those of the other LCDO Journeymen in his or her crew.

### **Section 4 - OVERTIME RATES AND CONDITIONS**

The rate of pay for overtime is subject to wage negotiations separate and apart from this agreement. These rates will be established in accordance with the prevailing rate and adjusted annually thereafter. The current overtime rate of pay as of the date of this agreement is as follows:

1. Employees will be paid at a rate of one and one-half times their normal rate of pay under the following conditions:
  - a) For all regularly scheduled overtime.
2. Employees will be paid at a rate of two times their normal rate of pay under the following conditions:
  - a) For all work performed beyond ten hours on any regular work day.
  - b) For any directed overtime that occurs on non-scheduled work days with less than 62 hours notice prior to the start of the shift.
  - c) Any overtime work performed on Sunday or on the third of three consecutive scheduled days off as described above in Section 1.
  - d) Any work performed on a holiday or day in lieu of holiday.
  - e) An employee is called out for non-scheduled work with a minimum of two hours pay for each callout.



## **Section 5 - MINIMUM COMPENSATION**

- a) When short periods of officially approved work are required of employees past their normal ten hour day, they will be compensated in half hour increments. Time less than half hour will be rounded up to the nearest increment.
- b) When scheduled overtime is cancelled, other than the continuation of work, less than six hours from the end of shift, employees will receive payment equivalent to two hours at the appropriate overtime rate.

## **Section 6 - OVERTIME PASSOVER**

Employees passed over on the Overtime list shall be afforded the opportunity for the next available overtime assignment. The rate of pay for these replacement overtime assignments will be as follows:

- a) Two times their normal rate of pay for each missed overtime assignment that normally would have been paid at one and one half times the normal rate of pay but for the passover.
- b) Two and one half times the normal rate of pay for each missed overtime assignment that normally would have been paid at two times the normal rate of pay but for the passover.

## **Section 7 - SHIFT DIFFERENTIALS**

The rate of pay for shift differential is subject to wage negotiations separate and apart from this agreement. These differentials will be established in accordance with the prevailing rate and adjusted annually thereafter. The current differentials for shift work as of the date of this agreement are as follows:

- a) **Swing Shift** - An employee with the majority of their scheduled work hours occurring between the hours of 4:00 p.m. and midnight shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.
- b) **Graveyard Shift** - An employee with the majority of their scheduled work hours occurring between the hours of midnight and 8:00 a.m. shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.

## **Section 8 - REST PERIOD AFTER PROLONGED WORK**

An employee who has been required to work more than 14 consecutive hours within a 24 hour period shall upon release from duty be entitled to a nine hour rest period plus one half hour drive time each way to equal ten hours, before he returns to work. If the ten hour period extends into his regular workday, he shall be granted administrative leave for any portion thereof required to complete his rest period. Management will make every effort to ensure that an employee will not be required to work beyond 14 hours.

### **Section 9 - HOLIDAY PAY**

Employees on ten hour work schedules will be paid ten hours at the basic rate of pay and employees on eight hour work schedules will be paid eight hours at the basic rate of pay for each holiday.

### **Section 10 - CALLOUT**

Whenever an employee is called back to work outside his regular work schedule with less than 16 hours notice before the time of reporting, his time shall start one half hour before his arrival at the reporting place and end one half hour after his release from duty, except that the minimum reportable time on call back, whether with or without advance notice, shall be two hours. However, when call back duty runs into and beyond the employee's regular work schedule, the call back time shall end, without a two hour minimum, at the employee's regular starting time.

### **Section 11 - REPORTING PLACE**

Employees shall report to their normally designated reporting place at the commencement of the workday, dressed in the appropriate attire and prepared to work.



## **PART IV- VISITOR FACILITIES DAYS AND HOURS OF WORK**

### **Section 1 - WORK WEEK**

The regular work week shall consist of 40 hours with 10 hour days. These days will be Sunday through Saturday, with no less than two consecutive days off duty.

The regular work day shall consist of 10 consecutive hours exclusive of the lunch period. The normal hours of work shall occur between the hours of 5:30 a.m. and 12 a.m. with an unpaid lunch period of not less than one-half or more than one hour, to be scheduled by the LCDO normally between the 4 - 6th hour of a shift. As necessary, the LCDO shall establish temporary starting and/or quitting times and lunch periods to meet its needs. When an employee performs work on scheduled overtime, usual lunch arrangements will be observed.

Temporary changes to work schedules may include hours that occur between 12:00 a.m. - 5:30 a.m. to perform necessary maintenance work. Temporary work schedules shall consist of 10 consecutive hours exclusive of the lunch period.

Consistent with 5 U.S.C. 6101(a)(3) notice of any changes in an overall work schedule will be provided to the effected employees and the Union no later than seven calendar days in advance of the schedule change.

A change to the hours of work for a single day may be made by mutual consent of employee and supervisor, with prior union notification.

### **Section 2 - DEVELOPMENTAL ASSIGNMENTS**

As work allows, and for developmental purposes, these positions may work in the powerhouse. When these positions work in the powerhouse, they will work the same hours as the powerhouse maintenance employees.

### **Section 3 - WORK ASSIGNMENTS**

The Visitor Services maintenance employees will normally, but not necessarily, be assigned to work in teams. When possible, a journeyman will be assigned to each team.

### **Section 4 - OVERTIME**

Overtime assignments will be distributed and rotated fairly and equitably among eligible and qualified employees. In order to ensure overtime is equally distributed, a roster will be maintained within each work crew showing the name of the employee and the overtime. The roster will run one calendar year and will be posted and updated each pay period. This roster will be posted at the work reporting place for each crew. An employee shall have the right to refuse an overtime assignment, provided a qualified employee is available to take his place. However, if the employer is unable to find a replacement, the employee will work overtime. The refusal of any employee to work overtime will be considered the same as if he had worked that assignment of overtime. The LCDO shall endeavor to make overtime assignments to the employee with the lowest cumulative total of overtime hours. Commencing with the first full pay period after January 1, 2007, and annually thereafter, the employee with the lowest recorded overtime will be zeroed and their previous balance will be subtracted from all other existing employees.



## **Section 5 - OVERTIME LIST GUIDELINES**

- a) Overtime will be offered to the qualified employee with the lowest accumulated total of hours to the extent possible.
- b) If the employee with the lowest accumulated total of hours refuses the assignment, then the assignment will be offered to the next employee on the list.
- c) An exception to 5(a) above would include instances when an employee has been performing an assignment that will require overtime to complete the work, he or she will be offered the assignment, regardless of placement on the overtime list.
- d) Employees who are unavailable for overtime, such as; on vacation, on sick leave, on light duty, child care is unavailable, or do not answer the telephone will not be offered overtime, nor will be charged with overtime as refused.
- e) Employees that refuse overtime will have the actual hours refused charged to their accumulated total of hours.
- f) Refused hours, worked hours, and total hours will be tracked and posted.
- g) An overtime list will be maintained and updated weekly by the supervisor for each work crew under their area of responsibility.
- h) If an employee is assigned to an different crew, their accumulated overtime hours will be carried over to the new crew's roster.
- i) A new journeyman assigned to a crew will be placed equal in hours plus one to the high employee on the overtime list
- j) Permanent Foreman I shall be on the same overtime list as those of the other LCDO Journeymen in his/her crew.

## **Section 6 - OVERTIME RATES AND CONDITIONS**

The rate of pay for overtime is subject to wage negotiations separate and apart from this agreement. These rates will be established in accordance with the prevailing rate and adjusted annually thereafter. The current overtime rate of pay as of the date of this agreement is as follows:

1. Employees will be paid at a rate of one and one-half times their normal rate of pay under the following conditions:
  - a) For all regularly scheduled overtime.
2. Employees will be paid at a rate of two times their normal rate of pay under the following conditions:
  - a) For all work performed beyond 10 hours on any regular work day.
  - b) For any directed overtime that occurs on non-scheduled work days with less than 62 hours notice prior to the start of the shift.
  - c) Any overtime work performed on Sunday or on the third of three consecutive scheduled days off as described above in Section 1.
  - d) Any work performed on a holiday or day in lieu of holiday.
  - e) An employee is called out for non-scheduled work with a minimum of 2 hours pay for each callout.

## **Section 7 - MINIMUM COMPENSATION**

- a) Where short periods of officially approved work are required of employees past their normal ten hour day, they will be compensated in one half hour increments. Time less than one half hour will be rounded up to the nearest increment.
- b) When scheduled overtime is cancelled, other than the continuation of work, less than six hours from the end of shift, employees will receive payment equivalent to two hours at the appropriate overtime rate.

## **Section 8 - OVERTIME PASSOVER**

Employees passed over on the Overtime list shall be afforded the opportunity for the next available overtime assignment. The rate of pay for these replacement overtime assignments will be as follows:

- a) Two times their normal rate of pay for each missed overtime assignment that normally would have been paid at one and one half times the normal rate of pay but for the passover.
- b) Two and one half times the normal rate of pay for each missed overtime assignment that normally would have been paid at two times the normal rate of pay but for the passover.

## **Section 9 - SHIFT DIFFERENTIALS**

The rate of pay for shift differential is subject to wage negotiations separate and apart from this agreement. These differentials will be established in accordance with the prevailing rate and adjusted annually thereafter. The current differentials for shift work as of the date of this agreement are as follows:

- a) **Swing Shift** - An employee with the majority of their scheduled work hours occurring between the hours of 4:00 p.m. and midnight shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.
- b) **Graveyard Shift** - An employee with the majority of their scheduled work hours occurring between the hours of midnight and 8:00 a.m. shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.

## **Section 10 - REST PERIOD AFTER PROLONGED WORK**

An employee who has been required to work more than 14 consecutive hours within a 24 hour period shall upon release from duty be entitled to a nine hour rest period plus one half hour drive time each way to equal ten hours, before he returns to work. If the ten hour period extends into his regular workday, he shall be granted administrative leave for any portion thereof required to complete his rest period. Management will make every effort to ensure that an employee will not be required to work beyond 14 hours.



### **Section 11 - HOLIDAY PAY**

Employees on ten hour work schedules will be paid ten hours at the basic rate of pay and employees on eight hour work schedules will be paid eight hours at the basic rate of pay for each holiday.

### **Section 12 - CALLOUT**

Whenever an employee is called back to work outside his regular work schedule with less than 16 hours notice before the time of reporting, his time shall start two hours before his arrival at the reporting place and end two hours after his release from duty, except that the minimum reportable time on call back, whether with or without advance notice, shall be two hours. However, when call back duty runs into and beyond the employee's regular work schedule, the call back time shall end, without a two hour minimum, at the employee's regular starting time.

### **Section 13 - REPORTING PLACE**

Employees shall report to their normally designated reporting place at the commencement of the workday, dressed in the appropriate attire and prepared to work.



## **PART V – WATER TREATMENT GROUP DAYS AND HOURS OF WORK**

### **Section 1 - WORK WEEK**

The regular work week shall consist of five consecutive eight hour days; days will normally be Monday through Friday, with two consecutive days off duty, however, the LCDO may establish:

- a) Temporary work weeks which include Saturdays and/or Sundays for the performance of necessary Saturday or Sunday work.
- b) Regular work weeks that include Saturdays and/or Sundays when necessary to perform work that cannot be performed during the normal Monday through Friday work week.
- c) Changes shall be kept to the minimum required by operating needs.

The regular work day shall consist of eight consecutive hours exclusive of the lunch period. The normal hours of work shall occur between the hours of 6:00 a.m. and 5:00 p.m. with an unpaid lunch period of not less than one half hour or more than one hour, to be scheduled by the LCDO normally during the fourth hour of a shift. As necessary, the LCDO shall establish temporary starting and/or quitting times and lunch periods to meet its needs. When an employee performs work on scheduled overtime, usual lunch arrangements will be observed.

A change to the hours of work for a single day may be made by mutual consent of employee and supervisor, with prior union notification.

Temporary changes to work schedules for special needs may include hours that occur between 5:00 p.m. and 6:00 a.m. to perform necessary maintenance work. Temporary work schedules shall consist of eight consecutive hours exclusive of the lunch period. Changes in the normal work schedule shall not be ordered for the sole purpose of avoiding overtime.

Consistent with 5 U.S.C. 6101(a)(3) notice of any changes in overall work schedule will be provided to the effected employees and the Union no later than seven calendar days in advance of the schedule change.

### **Section 2 - CHANGE IN SHIFT SCHEDULES**

When a change in shift schedule is necessary, the following rules shall apply:

- a) Management will canvas for volunteers;
- b) In the absence of a volunteer, the schedule will be rotated among the eligible personnel in 30 day increments;
- c) Management will make every effort to accommodate employees who are adversely affected by a forced change in work schedules.

### **Section 3 - OVERTIME**

Overtime assignments will be distributed and rotated fairly and equitably among eligible and qualified employees. In order to ensure overtime is equally distributed, a roster will be maintained within each work crew showing the name of the employee and the overtime. The roster will run one calendar year and will be posted and updated each pay period. This roster will be posted at the work reporting place for each crew. An employee shall have the right to refuse an overtime assignment, provided a qualified employee is available to take his place. However if the employer is unable to find a replacement, the employee will work overtime. The refusal of any employee to work overtime will be considered the same as if he had worked that assignment of overtime. The LCDO shall endeavor to make overtime assignments to the employee with the lowest cumulative total of overtime hours. Commencing with the first full pay period after January 1, 2007, and annually thereafter, the employee with the lowest recorded overtime will be zeroed and their previous balance will be subtracted from all other existing employees.

### **Section 4 - OVERTIME LIST GUIDELINES**

- a) Overtime will be offered to the qualified employee with the lowest accumulated total of hours to the extent possible.
- b) If the employee with the lowest accumulated total of hours refuses the assignment, then the assignment will be offered to the next employee on the list.
- c) An exception to Section 4(a) above would include instances when an employee has been performing an assignment that will require overtime to complete the work, he or she will be offered the assignment, regardless of placement on the overtime list.
- d) Employees who are unavailable for overtime, such as; on vacation, on sick leave, on light duty, child care is unavailable, or do not answer the telephone will not be offered overtime, nor will they be charged with overtime as refused.
- e) Employees that refuse overtime will have the actual hours refused charged to their accumulated total of hours.
- f) Refused hours, worked hours, and total hours will be tracked and posted.
- g) An overtime list will be maintained and updated weekly by the supervisor.

### **Section 5 - OVERTIME RATES AND CONDITIONS**

The rate of pay for overtime is subject to wage negotiations which supplement this agreement. These rates will be established in accordance with the prevailing rate by and adjusted annually thereafter. The current overtime rate of pay as of the date of this agreement is as follows:

1. Employees will be paid at a rate of one and one half times their normal rate of pay under the following conditions:
  - a) For all regularly scheduled overtime.
2. Employees will be paid at a rate of two times their normal rate of pay under the following conditions:
  - a) For all work performed beyond eight hours on any regular workday.
  - b) For any directed overtime that occurs on non-scheduled work days with less than 62 hours notice prior to the start of the shift.
  - c) Any overtime work performed on Sunday or on the second of two consecutive scheduled days off as described above in Section 1. Any work performed on a holiday or day in lieu of holiday.
  - d) An employee is called out for non-scheduled work with a minimum of two hours pay for each callout.



## **Section 6 - MINIMUM COMPENSATION**

- a) Where short periods of officially approved work are required of employees past their normal eight hour day, they will be compensated in one half hour increments. Time less than one half hour will be rounded up to the nearest increment.
- b) When scheduled overtime is cancelled, other than the continuation of work, less than four hours from the end of shift, employees will receive payment equivalent to two hours at the appropriate overtime rate.

## **Section 7 - OVERTIME PASSOVER**

Employees passed over on the Overtime list shall be afforded the opportunity for the next available overtime assignment. The rate of pay for these replacement overtime assignments will be as follows:

- a) Two times their normal rate of pay for each missed overtime assignment that normally would have been paid at one and one half times the normal rate of pay but for the passover.
- b) Two and one half times the normal rate of pay for each missed overtime assignment that normally would have been paid at two times the normal rate of pay but for the passover.

## **Section 8 - SHIFT DIFFERENTIALS**

The rate of pay for shift differential is subject to wage negotiations separate and apart from this agreement. These differentials will be established in accordance with the prevailing rate and adjusted annually thereafter. The current differentials for shift work as of the date of this agreement are as follows:

- a) Swing Shift - An employee with the majority of their scheduled work hours occurring between the hours of 2:00 p.m. and midnight shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.
- b) Graveyard Shift - An employee with the majority of their scheduled work hours occurring between the hours of midnight and 8:00 a.m. shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.

## **Section 9 - REST PERIOD AFTER PROLONGED WORK**

An employee who has been required to work more than 14 consecutive hours within a 24 hour period shall upon release from duty be entitled to a nine hour rest period plus one half hour drive time each way to equal ten hours, before he returns to work. If the ten hour period extends into his regular workday, he shall be granted administrative leave for any portion thereof required to complete his rest period. Management will make every effort to ensure that an employee will not be required to work beyond 14 hours.

## **Section 10 – HOLIDAY PAY**

Employees on ten hour work schedules will be paid ten hours at the basic rate of pay and employees on eight hour work schedules will be paid eight hours at the basic rate of pay for each holiday.



### **Section 11 - CALLOUT**

Whenever an employee is called back to work outside his regular work schedule with less than 16 hours notice before the time of reporting, his time shall start one half hour before his arrival at the reporting place and end one half hour after his release from duty, except that the minimum reportable time on call back, whether with or without advance notice, shall be two hours. However when call back duty runs into and beyond the employee's regular work schedule, the call back time shall end, without a two hour minimum, at the employee's regular starting time.

### **Section 12 - REPORTING PLACE**

Employees shall report to their normally designated reporting place at the commencement of the workday, dressed in the appropriate attire and prepared to work.

## **Part VI - MANAGEMENT SERVICES DAYS AND HOURS OF WORK**

### **Section 1 - WORK WEEK**

The regular work week shall consist of four consecutive ten hour days of work, Monday through Friday, with three consecutive days off duty.

The regular work day shall consist of ten consecutive hours exclusive of the lunch period. The normal hours of work shall occur between the hours of 5:30 a.m. and 5:00 p.m. with an unpaid lunch period of not less than one half hour or more than one hour, to be scheduled by the LCDO during the fifth hour of a shift. As necessary, the LCDO shall establish temporary starting and/or quitting times and lunch periods to meet its needs. When an employee performs work on scheduled overtime, usual lunch arrangements will be observed.

Temporary work schedules may include hours that occur between 5:00 p.m. and 5:30 a.m. to perform necessary work. Temporary work schedules shall consist of ten consecutive hours exclusive of the lunch period.

Consistent with 5 U.S.C. 6101(a)(3) notice of any changes in overall work schedule will be provided to the effected employees and the Union no later than seven calendar days in advance of the schedule change.

A change to the hours of work for a single day may be made by mutual consent of employee and supervisor, with prior union notification.

### **Section 2 - CHANGE IN SHIFT SCHEDULES**

When a change in shift schedule is necessary, the following rules shall apply:

- a) Management will canvass for volunteers;
- b) If insufficient volunteers are available, a lottery will be used from among the other eligible personnel to fill the remainder of the shift. If an excess of volunteers exist, the volunteers with the longest length of service at the LCDO will be selected;
- c) In the absence of volunteers, the schedule will be rotated among the eligible personnel in 30 day increments;
- d) Management will make every effort to accommodate employees who are adversely affected by a forced change in work schedules.

Notice of any changes in an overall work schedule will be provided to the effected employees and the Union no later than seven calendar days in advance of the schedule change.

### **Section 3 - OVERTIME**

Overtime assignments will be distributed and rotated fairly and equitably among eligible and qualified employees. In order to ensure overtime is equally distributed, a roster will be maintained within each work crew showing the name of the employee and the overtime. The roster will run one calendar year and will be posted and updated each pay period. This roster will be posted at the work reporting place for each crew. An employee shall have the right to refuse an overtime assignment, provided a qualified employee is available to take his place. However, if the employer is unable to find a replacement, the employee will work overtime.



The refusal of any employee to work overtime will be considered the same as if he had worked that assignment of overtime. The LCDO shall endeavor to make overtime assignments to the employee with the lowest cumulative total of overtime hours. Commencing with the first full pay period after January 1, 2007, and annually thereafter, the employee with the lowest recorded overtime will be zeroed and their previous balance will be subtracted from all other existing employees.

#### **Section 4 - Overtime List Guidelines**

- a) Overtime will be offered to the qualified employee with the lowest accumulated total of hours to the extent possible.
- b) If the employee with the lowest accumulated total of hours refuses the assignment, then the assignment will be offered to the next employee on the list.
- c) An exception to 4(a) above would include instances when an employee has been performing an assignment that will require overtime to complete the work, he or she will be offered the assignment, regardless of placement on the overtime list.
- d) Employees who are unavailable for overtime, such as; on vacation, on sick leave, on light duty, child care is unavailable, or do not answer the telephone will not be offered overtime, nor will be charged with overtime as refused.
- e) Employees that refuse overtime will have the actual hours refused charged to their accumulated total of hours.
- f) Refused hours, worked hours, and total hours will be tracked and posted.
- g) An overtime list will be maintained and updated weekly by the supervisor for each work crew under their area of responsibility.

#### **Section 5 - OVERTIME RATES AND CONDITIONS**

The rate of pay for overtime is subject to wage negotiations separate and apart from this agreement. These rates will be established in accordance with the prevailing rate and adjusted annually thereafter. The current overtime rate of pay as of the date of this agreement is as follows:

1. Employees will be paid at a rate of one and one half times their normal rate of pay under the following conditions:
  - a) For all regularly scheduled overtime.
2. Employees will be paid at a rate of two times their normal rate of pay under the following conditions:
  - a) For all work performed beyond ten hours on any regular work day.
  - b) For any directed overtime that occurs on non-scheduled work days with less than 62 hours notice prior to the start of the shift.
  - c) Any overtime work performed on Sunday or on the third of three consecutive scheduled days off as described above in Section 1.
  - d) Any work performed on a holiday or day in lieu of holiday.
  - e) An employee is called out for non-scheduled work with a minimum of 2 hours pay for each callout.



## **Section 6 - MINIMUM COMPENSATION**

- a) Where short periods of officially approved work are required of employees past their normal ten hour day, they will be compensated in one half hour increments. Time less than one half hour will be rounded up to the nearest increment.
- b) When scheduled overtime is cancelled, other than the continuation of work, less than six hours from the end of shift, employees will receive payment equivalent to two hours at the appropriate overtime rate.

## **Section 7 - OVERTIME PASSOVER**

Employees passed over on the Overtime list shall be afforded the opportunity for the next available overtime assignment. The rate of pay for these replacement overtime assignments will be as follows:

- a) Two times their normal rate of pay for each missed overtime assignment that normally would have been paid at one and one half times the normal rate of pay but for the passover.
- b) Two and one half times the normal rate of pay for each missed overtime assignment that normally would have been paid at two times the normal rate of pay but for the passover.

## **Section 8 - SHIFT DIFFERENTIALS**

The rate of pay for shift differential is subject to wage negotiations separate and apart from this agreement. These differentials will be established in accordance with the prevailing rate and adjusted annually thereafter. The current differentials for shift work as of the date of this agreement are as follows:

- a) **Swing Shift** - An employee with the majority of their scheduled work hours occurring between the hours of 4:00 p.m. and midnight shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.
- b) **Graveyard Shift** - An employee with the majority of their scheduled work hours occurring between the hours of midnight and 8:00 a.m. shall receive in addition to any other compensation, differential pay for each hour worked during that shift. Employees on leave will not be paid for that differential.

## **Section 9 - REST PERIOD AFTER PROLONGED WORK**

An employee who has been required to work more than 14 consecutive hours within a 24 hour period shall upon release from duty be entitled to a nine hour rest period plus one half hour drive time each way to equal ten hours, before he returns to work. If the ten hour period extends into his regular workday, he shall be granted administrative leave for any portion thereof required to complete his rest period. Management will make every effort to ensure that an employee will not be required to work beyond 14 hours.

### **Section 10 - HOLIDAY PAY**

Employees on ten hour work schedules will be paid ten hours at the basic rate of pay and employees on eight hour work schedules will be paid eight hours at the basic rate of pay for each holiday.

### **Section 11 - CALLOUT**

Whenever an employee is called back to work outside his regular work schedule with less than 16 hours notice before the time of reporting, his time shall start one half hour before his arrival at the reporting place and end one half hour after his release from duty, except that the minimum reportable time on call back, whether with or without advance notice, shall be two hours. However, when call back duty runs into and beyond the employee's regular work schedule, the call back time shall end, without a two hour minimum, at the employee's regular starting time.

### **Section 12 - REPORTING PLACE**

Employees shall report to their normally designated reporting place at the commencement of the workday, dressed in the appropriate attire and prepared to work.



## **ARTICLE 19**

### **SEVERE WEATHER WORKING PRACTICE**

During regular working hours, supervisors will be responsible for determining whether severe weather conditions warrant cessation of outside work. When it is determined that employees are unable to work outside due to severe weather conditions, they will be provided other temporary assignments until it is determined that such conditions no longer prevent resumption of normal activities.

Severe weather may include but not limited to:

- a) High temperatures
- b) High humidity
- c) Heavy rain
- d) High winds

Management will make every effort to schedule outside work that requires heavy physical exertion during the year other than June, July and August.

Individual crews with the agreement of their supervisor may adjust work schedules in order to avoid heavy physical work in severe weather conditions.

## **ARTICLE 20**

### **CLEAN-UP TIME, BREAKS AND LUNCH AREAS**

#### **Section 1 - CLEAN UP TIME**

At the end of each work day, 15 minutes of clean up time will be provided to employees to remove workplace contaminants from their person.

#### **Section 2 - MEAL PERIODS**

As a general rule, all meal periods will be unpaid; however, employees who are required to work through a meal period will be paid overtime for the missed meal period.

#### **Section 3 - BREAKS**

Workload permitting, a 15 minute break will be provided for all employees during each half of their shift. Each break period shall be given as near the middle of each one half of the shift as possible. The parties agree that if the workload causes an employee to miss a break period, they will not be entitled to any additional compensation.

#### **Section 4 - OVERTIME**

When an employee performs work on scheduled overtime, usual lunch arrangements and breaks will be observed.

#### **Section 5 - ADDITIONAL MEAL PERIODS**

When an employee is required to work more than two (2) hours beyond his regular quitting time, a meal break will be allowed approximately two (2) hours after the regular quitting time and after every four (4) hours of work thereafter until the work is completed.

#### **Section 6 - LUNCH RUNNERS**

Occasionally, at the discretion of the supervisor work crews may be required to eat in shifts or one employee may be sent to bring meals to the entire crew and in such cases, overtime will be paid on a straight-through basis.

#### **Section 7 - FACILITIES**

LCDO will continue to provide facilities and equipment for employees to use for meal breaks.



## **ARTICLE 21 LEAVE**

All leave practices will be administered in accordance with governing rules and regulations. All leave is applied for by the employee to their immediate supervisor.

### **Section 1 - ANNUAL LEAVE**

Annual leave for absences of three days or more should be scheduled by March 31<sup>st</sup> of each year. Each employee must schedule at least 80% of their anticipated use-or-lose by this date. Approval, contingent upon operational needs, will be on a first come, first serve basis, within each work group. Requests for leave that have not been scheduled prior to this date will be considered, but approval is dependent upon other approved leave schedules and operational needs.

### **Section 2 - SICK LEAVE**

All scheduled sick leave usage must be pre-approved by the immediate supervisor. When the need for sick leave is unanticipated, and sickness or injury prevents the employee from reporting to work, the employee shall notify the supervisor (or his or her designee) as soon as possible. In no event shall the employee provide such notification to his or her supervisor later than one hour after the normal time for reporting to work. When an employee is assigned to an evening and/or midnight shift, the employee will provide notification at least one hour prior to the beginning of the assigned shift. If the degree of the employee's illness or injury prohibits compliance with the notification requirements provided above, the employee shall provide such notification as soon as possible. Acceptable evidence of such circumstances may be required.

In addition, sick leave absences exceeding three continuous work days must be supported by acceptable medical evidence. Furthermore, supervisors may require medical evidence for absences of less than three workdays when a pattern of sick leave abuse or when there is doubt as to the validity as to the claim of such sick leave.

### **Section 3 - ADMINISTRATIVE LEAVE**

Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to an employee's accrued leave. Supervisors are authorized to grant administrative leave for periods of less than one hour, Office Directors are authorized to grant administrative leave for periods of less than four hours, and the Facility Manager must approve administrative leave for absences of four hours or more.

#### **a) BLOOD DRIVE**

An employee donating blood at an officially authorized blood bank or in an emergency to individuals may be granted administrative leave with supervisory approval. The maximum time authorized under this section shall be limited to four hours on the day the blood is donated. Any use of administrative leave for this purpose must be supported by documentation from the blood bank. The leave will normally be at the end of the shift.

**b) COURT LEAVE**

Employees will be granted court leave to serve as a juror, or when called as a witness on behalf of the government.

**c) VOTING IN A GENERAL ELECTION**

As a general rule, employees will not be granted administrative leave to vote. An exception will be considered where an employee's tour of duty will justify the need for granting administrative leave to vote. This decision may only be made by the appropriate Office Director.

**Section 4 - MILITARY LEAVE**

Military leave will be allowed as per authorized by law. All absences for military leave will be supported by military orders.

**Section 5 - FAMILY MEDICAL LEAVE ACT/ FAMILY FRIENDLY LEAVE ACT**

Consistent with the requirements of the LCDO Leave Policy, employees will be grant leave under the Family Medical Leave Act (FMLA) and/or the Family Friendly Leave Act (FFLA). Questions about entitlements to leave may be referred to either a Union Representative or the Administrative Officer of the LCDO.



## **ARTICLE 22 SELECTION OF EMPLOYEES**

### **Section 1 - ACCORDANCE WITH REGULATIONS**

The LCDO will select all employees for vacancies in accordance with the regulations of the Office of Personnel Management, Department of Interior, and Reclamation on the basis of merit, ability, skill training and experience, without regard to race, religion, color, sex, national origin, age, marital status, politics, or personal favoritism.

### **Section 2 - MERIT PROMOTION PLAN**

All promotions will be made in accordance with the DOI/BOR Merit Promotion Plan. Any changes in the Bureau's plan will be referred to the Union for negotiations as appropriate.

### **Section 3 - DISPUTES**

Disputes arising out of the application of this Merit Promotion Plan shall be processed in accordance with the negotiated grievance procedure.

### **Section 4 - COMPUTER ACCESS TO VACANCY ANNOUNCEMENTS**

The LCDO will provide access to a computer and printer in the sixth floor lunchroom for the purpose of allowing employees access to vacancy announcements.

### **Section 5 - INDIVIDUAL DEVELOPMENT PLAN (IDP) FOR "B" LEVEL MECHANICS**

Employees who are selected at the "B" level as a Mechanic will be provided an IDP within 30 calendar days of entrance on duty. The IDP will be jointly developed by the employee and their supervisor. The purpose of the IDP is to identify what training is necessary to enable them to be promoted to the "A" Mechanic level. Promotion to the "A" level will occur as soon as the employee has worked at the "B" level and demonstrates the required proficiencies of the "A" level position.

## **ARTICLE 23 SAFETY**

### **Section 1 - COMMON INTEREST**

The LCDO 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.

The LCDO will provide a safe and healthful place for all employees and comply with applicable regulations relating to safety and health of its employees. It is the responsibility of each employee to observe all safety and health regulations, policies, and programs; to work in a safe and healthful manner so as not to endanger themselves or others; and to comply with instructions issued to them by their supervisors. Employees shall promptly correct unsafe working conditions and acts within their control, and report these and all others to their supervisor or other proper authority. If the corrective action is to take more than one hour, contact their supervisor.

### **Section 2 - SAFETY COMMITTEE**

A LCDO Safety Committee which consists of at least two union participants will establish a schedule to inspect the LCDO area for safe working conditions. Inspections will be conducted at least bi-monthly. Whenever there is a safety inspection of the LCDO, the Union will be allowed two participants.

### **Section 3 - TRAINING**

Employees shall be given instructions and training regarding the hazards and safety precautions applicable to the type of work assigned and provided with the LCDO's safety policies, rules and regulations.

### **Section 4 - COMPILATION OF DATA**

The LCDO agrees to compile and maintain a record of all accidents and reported possible causes of potential accidents. The LCDO agrees to provide this data to the Union, provided that the release is not prohibited by the Privacy Act or other appropriate regulations. Individual employees may authorize release of this data in accordance with these instructions.

### **Section 5 - SAFETY MEETINGS**

Supervisors will conduct on-the-job safety meetings weekly with their crews.

### **Section 6 - FITNESS FOR DUTY EXAMINATIONS**

Fitness for duty medical examinations required for employees by the LCDO shall be arranged for and paid for by the LCDO. The LCDO will designate the appropriate medical health professional to make such medical examinations and determine the type and applicability of the exam.



### **Section 7 - FIRST AID KITS**

First aid kits shall be readily available to all employees. Such material will be kept in a sanitary and usable condition. When the LCDO nurses are on duty, they will be available to provide first aid treatment to employees as necessary. In the event of a serious injury or illness on the job requiring prompt medical attention, the LCDO will arrange for or provide transportation of the employee to the nearest medical facility at the LCDO's expense.

### **Section 8 - PROTECTIVE EQUIPMENT**

All necessary protective equipment will be made available by the LCDO for use by employees in performance of their assigned duties. Equipment will be replaced as needed. Facilities will be provided to adequately clean this equipment, or the equipment will be sent out and professionally cleaned.

## **ARTICLE 24**

### **WORKERS COMPENSATION PROGRAM**

#### **Section 1 - NOTICE OF INJURY (CA-1)**

Employees who are injured on the job will promptly report the injury to the supervisor and complete the CA-1, Notice of Injury. The Employer will issue a CA-16 to authorize medical care at Government expense as appropriate. Employees who have been injured but who are only partially disabled will be required to perform light duty which meets the medical restrictions if light duty work is available.

#### **Section 2 - ON-THE-JOB INJURIES**

Employees who have traumatic injuries on the job will be handled in accordance with applicable laws and regulations.

#### **Section 3 - EMPLOYEE CLAIMS**

The Employer agrees to administer and assist in the proper processing of employee claims to the Office of Worker's Compensation, as expediently as possible. Injured employees will be provided a written explanation of their entitlements to continuation of pay, associated leave usage, and workers compensation as associated with on-the-job injuries.



## **ARTICLE 25 WORK OUTSIDE OF CLASSIFICATION**

### **Section 1 - HIGHER GRADED DUTIES**

Consistent with the needs of the LCDO, unit employees will not normally be assigned to higher graded work. An exception is incidental work requiring immediate attention.

### **Section 2 - RATE OF PAY**

Should an employee be assigned work for more than half a shift in a classification within the bargaining unit, which has a rate of pay higher than their normal rate of pay, they shall be paid at the rate of that classification for all hours worked. This provision is subject to the employee meeting the appropriate qualification standards.

### **Section 3 - NOTICE OF CHANGES**

The President of the union or his/her designee will be provided a copy of any proposed change to the position description of unit employees prior to it's change.

## **ARTICLE 26 ACTING FOREMAN I**

### **Section 1 - APPOINTMENT OF ACTION FOREMAN I**

An acting Foreman 1 will be appointed as appropriate from the job supervisor list generally when 3 or more employees are working on a job assignment.

### **Section 2 - EQUITABLE ASSIGNMENT**

Appointments of acting foreman will be made as equally as possible from all those employees on the job supervisor list.



## **ARTICLE 27**

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

#### **Section 1 - PROCEDURES**

If either party believes that the other party has committed an ULP, prior to filing an ULP with the Federal Labor Relations Authority under their procedure, the party shall notify the Facilities Manager or Union President as appropriate, in writing, concerning their allegation that a ULP has been committed. The written communication shall be specific by identifying names, circumstances, contract article, past practice, etc., and the suggested remedy.

The receiving parties shall review the alleged ULP and may take one or more of the following steps within 15 calendar days:

- a) Request a meeting to discuss the allegation.
- b) Respond with its position in writing.

The parties agree to make a good faith effort to resolve all allegations of ULP prior to implementing the procedure under the Civil Service Reform Act.

## **ARTICLE 28 EMPLOYEE PARKING**

Parking will be provided to LCDO employees in accordance with Lower Colorado Dams Office Policy Letter 2005-02. Any changes to the Parking Policy will be negotiated prior to its implementation.

## **ARTICLE 29**

### **PAYROLL ALLOTMENT FOR WITHHOLDING DUES**

#### **Section 1 - ELIGIBILITY**

Any employee officially assigned to the LCDO at Hoover Dam, who is a member in good standing of American Federation of Government Employees Local 1978, may authorize an allotment of pay for the payment of dues for such membership, provided:

- a) The employee is included in the unit for which required recognition has been granted.
- b) The employee has voluntarily completed a request for such allotment of pay.
- c) The employee 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.

#### **Section 2 - AUTHORIZATION**

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

- a) The Union will inform each of its members of 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 provisions and procedures for revoking an authorization.
- b) The Union agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed form 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 LC Labor Relations Office.
- d) Deductions from the salaries of employees shall begin on the pay period following the one in which their authorizations are received.

#### **Section 3 - WITHHOLDING**

Deductions shall be made each pay period. The amount to be withheld shall be the amount of the regular monthly dues of the members, times 12 months divided by 26 pay periods, exclusive of the initiation fees, assessments, back dues, fines and similar charges and fees. If the amount of regular dues is changed by the Union, the Regional Labor Relations Officer will be notified in writing by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld beginning the next pay period following date of receipt. Only one such change may be made in any period of 12 consecutive months.



#### **Section 4 - TERMINATION OF ALLOTMENT**

The Regional Labor Relations Office will terminate an allotment:

- a) When the Union loses the required recognition under any of the conditions specified in Public Law 95-454.
- b) When the employee is separated.
- c) Upon receipt of notice from the Union that the employee is no longer a member in good standing.
- d) Effective at end of the pay period covered by the payroll deduction in which loss of eligibility occurs.
- e) Effective the first full pay period after March 1, after receipt of a written revocation of allotment.

#### **Section 5 - REMITTANCE OF DUES WITHHELD**

Approximately 10 days following completion of each pay period the Payroll Office will remit the amount of dues to the officer of the Union designated to receive remittances. The amount remitted to the Union shall be the total of all allotments made to it.

#### **Section 6 - REQUIRED NOTICES**

The Union and Regional Labor Relations Office agree to issue the following written notices:

- a) The Union is to notify the Regional Labor Relations Office of the amount of regular monthly dues and also the name and address of the officer of the Union designated to receive remittances.
- b) The Union will notify the Regional Labor Relations Office within five workdays when an employee with a current allotment authorization ceases to be a member in good standing.
- c) The Union will send to the Regional Labor Relations Office within five workdays any written revocation of allotment received by the Union.
- d) The Regional Labor Relations Office will send a copy of each written revocation received by the Agency to the Union with the remittance report for the first payroll deduction prepared after receipt of the revocation.

## **ARTICLE 30 SCHOOL & TRAINING**

### **Section 1 - MUTUAL BENEFIT**

The Parties agree that there is a mutual benefit to allow employees to further their education. Accordingly, the LCDO agrees to allow, where possible, changes in individual work schedules to facilitate attendance in school during what would otherwise be normal working hours. Changes would include altering starting and ending times or allowing employees, where possible, to trade shifts. The parties agree that such changes will not result in any additional expense to the LCDO. Accordingly, the Union will allow a waiver of penalty rates for the same purpose.

### **Section 2 - UNION NOTIFICATION**

Union is to be notified of special schedules of employees attending school.

### **Section 3 - SCHEDULING**

Employees agree to schedule training, as described in Section 1, during off-duty hours if at all possible.

### **Section 4 - COMPUTER TRAINING**

Upon request, the LCDO will provide job-related basic computer skills training for all employees.

### **Section 5 - TRAINING SCHEDULES**

Employee's schedules may be temporarily changed to accommodate management initiated training assignments. The parties agree that immediate supervisor will work with the employees within their unit to ensure that disruption to their normal work schedule is kept to a minimum.

### **Section 6 - REGULATORY MANDATED TRAINING AND LICENSES**

The LCDO shall pay for all required training and license fees. Training and testing if possible shall normally occur during employee's regular working hours.

## **ARTICLE 31**

### **REDUCTION IN FORCE (RIF)**

Except in cases of unforeseen circumstances beyond the control of local management, the LCDO agrees to inform the Union 90 days prior to implementation of a RIF. As soon as specific information is known, the LCDO will notify the Union in writing prior to any notification to the effected Union employees and afford the Union the opportunity to bargain to the extent authorized by statute.



## **ARTICLE 32 EFFECTIVE DATE AND DURATION OF THE AGREEMENT**

### **Section 1 - EFFECTIVE DATE**

The effective date of this agreement shall be the date of approval by the Office of the Secretary of the Interior. The agreement shall be in effect for three years. If either party subsequently desires to renegotiate this agreement, they must furnish written notification to the other party at least 90 days prior to the expiration date of this agreement. If neither party issues such written notification, this agreement shall be renewed for an additional two year period and annually thereafter.

### **Section 2 - REQUESTS FOR RENEGOTIATION**

As required by Section 1, requests to renegotiate shall be in writing and must be accompanied by a summary of the proposed changes to this agreement. Both parties shall submit their written proposals no later than 21 calendar days prior to negotiations. Representatives of the LCDO and the Union will meet to negotiate the proposed changes in accordance with Article 9 - Negotiations of this agreement.

This written agreement will be amended as required to comply with law, court decisions, or regulations; or as desired by mutual agreement when a portion of the agreement may be improved or is found to be unworkable or defective. Request for amendments shall be in writing and must be accompanied by a summary of the modifications or amendments proposed.

### **Section 3 - EFFECT OF PREVIOUS AGREEMENTS**

This agreement, current past practices, and all supplemental agreements shall remain in full effect during renegotiation of said agreement and until a new agreement is approved.

At the option of either party, wage negotiations will be held annually.

## **ARTICLE 33 WAGES**

Until such time the parties reach agreement on a new method of calculating future wage agreements, or as a result of impasse proceedings, negotiations on wages will be conducted in accordance with the Brand Decision, 88 FSIP 155.

# **MEMORANDUM OF AGREEMENT**

**between**

**THE BUREAU OF RECLAMATION  
LOWER COLORADO REGION  
LOWER COLORADO DAMS OFFICE (HOOVER DAM)**

**and**

**AMERICAN FEDERAL OF GOVERNMENT EMPLOYEES (AFGE)  
LOCAL UNION NO. 1978**

This Memorandum of Agreement records the agreement between AFGE Local 1978 and the Lower Colorado Dams Office, Lower Colorado Region, Bureau of Reclamation. It concerns the temporary suspension of the applicability of coverage under collective bargaining agreement (CBA) for bargaining board employees who, on a voluntary basis, are detailed to assist in Hurricane and other natural disaster clean-up efforts. The parties agree:

- 1.o Bargaining Board employees will continue to receive their current hourly rates of pay based on the current CBA.o
- 2.o All other pay entitlements will be paid in accordance with 5 CFR, e.g. 1 1/2x for overtime, 2x for holidays worked Employees will be responsible for any overpayments which may occur as a result of this agreement.o
- 3.o Assignment to this detail, working arrangements, and non-coverage of the CBA are all temporary and non-precedent setting.o
- 4.o This MOA will become effective upon signature of the parties and will be in full force and effect until the completion of the temporary assignment of bargaining board employees to Hurricane and other natural disaster clean-up efforts.o

Effective April 5, 2007o